# Agreement between

Multimedia KSDK, LLC and

United Media Guild/TNG-CWA

Local 36047

Term: September 28, 2018 through September 27, 2021

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#### AGREEMENT

This Agreement is made and entered into this 28th day of September 2018 by and between Multimedia KSDK, LLC. (hereinafter called "Station") and the United Media Guild/TNG-CWA, Local 36047 of the Communications Workers of America, (hereinafter called "Guild").

The Station and the Guild agree that harmonious relations and labor peace are desirable and both parties pledge their best effort toward that end; therefore, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

#### ARTICLE 1.00 - DURATION

- 1.01. This Agreement supersedes all previous agreements and understandings between the parties hereto, and constitutes the entire contract between the Station and the Guild. Therefore, the Station and the Guild, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which is subject to collective bargaining, whether or not such subject or matter is specifically referred to herein.
- 1.02. Changes in, or amendments to, the terms of this Agreement may be made at any time by mutual agreement of the Station and the Guild. When amendments or revisions are so made, they shall be reduced to writing and executed in the same manner as this Agreement.
- 1.03. This Agreement shall become effective on September 28, 2018 and shall remain in effect up to and including September 27, 2021, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to its expiration date or the expiration date of any annual renewal thereof.
- (a) If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) day period prior to its termination.
- (b) If notice to amend shall be given, such notice shall set forth the proposed amendments and the parties shall promptly meet to negotiate with respect to the proposed amendments. In the event that negotiations for an amended agreement shall continue beyond the expiration of the term of this Agreement, this Agreement shall continue in full force and effect provided, however that either party may then terminate this Agreement upon ten (10) days' written notice to the other party.

## ARTICLE 2.00 - RECOGNITION

2.01. The Station recognizes the Guild as the sole and exclusive bargaining agent for the Employees employed by the station in the job classifications set forth in 2.02 of this Article 2.00.

2.02. Job Classifications included in the bargaining unit covered hereunder are identified by job title as follows:

TV Broadcast Director Artist Production Assistant Traffic Clerk Maintenance Worker

- 2.03. All Employees in job classifications other than those set forth in 2.02 of this Article 2.00 such as but not limited to, account executives, national sales assistant, accounting supervisor, executive secretaries (i.e., secretaries reporting to the station General Manager, the Chief Engineer, the Program Director, the Personnel Director, the Business Manager and News Director), Executive Producer of Syndicated Programming, producers, assignment editors, production manager, publicity director, community affairs director and supervisors, as defined in the National Labor Relations Act, and all other Employees of the Station are excluded from the bargaining unit.
- 2.04. (a) An Employee hired on a regular full time basis, for the first ninety (90) calendar days of his/her employment, shall be considered a probationary Employee. The Station shall be the sole judge of the requirements and qualifications of probationary Employees for retention in the employ of the Station. It is expressly understood that an Employee during the probationary period shall have no right to file a grievance as provided in Article 5.00 hereof alleging improper discharge or discipline. This 90-day probationary period may be extended for up to an additional 90 days upon the mutual agreement of the Station and the Guild.
- (b) An Employee who is retained as a full time regular Employee upon completion of the probationary period will be credited with services commencing with his original date of hire as a probationary Employee in determining his/her length of service for benefits under this Agreement.
- 2.05. (a) No Employee shall be discriminated against on or account of his or her membership or nonmembership in the Union. No Employee shall be required to become or remain a member of the Union. Employees who decline to join the Guild or maintain their Guild membership shall notify the Union of the decision in writing. Employees who decline to join the Union will be required, not later than the ninety-first day following their date of employment or the date of execution of this Agreement, whichever is later, at a minimum, to pay, as a condition of employment, a service fee equivalent to his/her proportionate share of his/her Guild expenditures that are necessary to support solely representational activities in dealing with the Employer on labor/management issues.
- (b) The Station will furnish the Guild with the name, date of hire, job title, pay rate and social security number after the Employee has been hired twenty-one (21) days.

- 2.06. (a) The Station shall collect and pay to the Guild not later than the 20<sup>th</sup> day of each month all membership dues and service fees levied by the Guild for the current month for each bargaining unit member who has in writing on a form furnished by the station, authorized the Station to deduct such dues and fees from any salary due the Employee in accordance with a table of dues and fees furnished the Station by the Guild. Such table may be amended by the Guild at any time.
- (b) The membership dues or service fees deduction assignment shall read as follows:

I hereby authorize KSDK to deduct from any wages then due me the initiation fee and all membership dues or service fees currently owed by me to United Media Guild/TNG-CWA and to remit such initiation fee, membership dues and service fees to the Guild on or before the 20<sup>th</sup> of each month. This authorization may be revoked by me in writing upon Thirty (30) days' notice to KSDK and United Media Guild/TNG-CWA.

	- 3	
Signature	Date	

(c) The Guild agrees to indemnify and save the Station harmless against any and all claims, demands, suits and other forms of liability, including, without limitations, liability under the provisions of any Federal or State statute that shall arise out of or by reason of action taken or not taken by the Station for the purpose of complying with any of the provisions in this Section 2.06 of Article 2.00.

## **ARTICLE 3.00 - MANAGEMENT RIGHTS**

- 3.01. Except as abridged by any provision of this Agreement, the Station reserves and retains exclusively all of its normal and inherent rights and functions of management.
- 3.02. The rights and functions of management, whether exercised or not, include without limiting the generality of the foregoing its exclusive right to manage the broadcast station and other operations; to hire, suspend, discharge or otherwise discipline an employee for just cause; to assign, direct and manage the work force; to determine the number of employees needed; to transfer, promote and demote employees; or to lay off employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for maintenance of discipline, to establish, modify and change work schedules and assignments; to sell, close or liquidate, in whole or in part, the business of any department or subdivision thereof; to introduce new, improved production, maintenance of service methods and to change existing methods, techniques or facilities; to determine the type of equipment to be used and the method of operation to be followed; to control the use of Station property and equipment; and otherwise to take such measures as management may determine necessary for orderly, efficient and economical operations of the business.

The Station has the right to subcontract work covered by this Agreement provided that the Station shall provide any affected employees with thirty (30) days' notice of its intent to subcontract in areas where such subcontracting has not been undertaken in the past.

## ARTICLE 4.00 - NO STRIKE, NO LOCK OUT

- 4.01. The Guild agrees that during the term of this Agreement, Employees will not engage in any strike, work stoppage, sympathy strike, picketing, boycott or any other form of interference with continuous and peaceful operations of the Station and the progress of work.
- 4.02. The Station agrees that during the term of this Agreement, the Station will not engage in a lockout of any Employee covered by this Agreement.
- 4.03. The Guild, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of Section 4.01. of this Article, including, but not limited to, publicly declaring that such action is in violation of the Agreement and by instructing and directing the Employee to cease such improper conduct and that work be fully resumed.
- 4.04. The Station may impose any disciplinary action, including discharge upon any and or all of the Employees involved in a violation of Section 4.01. Such action by the Station shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not such violation in fact occurred and whether or not the Employees who were disciplined in fact instigated, sponsored, engaged in or condoned any of the activities therein prohibited.

### ARTICLE 5.00 - GRIEVANCE PROCEDURE AND ARBITRATION

- 5.01. Grievances are defined as any alleged violation of the terms of this Agreement or differences of opinion as to its interpretation or application, initiated by either the Guild or Station management.
- 5.02. In the event that any grievance shall arise between the Employee and the Station, or between the Guild and the Station, there shall be no suspension of work and such grievance shall be settled promptly in the following manner:
  - Step 1. The grievance shall first be taken up between the aggrieved Employee and his Supervisor.
  - Step 2. If not settled in Step 1, the grievance shall be reduced to writing and signed by the aggrieved Employee and the Business Representative of the Guild, and shall then be taken up between the Business Representative and the Station.
  - Step 3. If not settled in Step 2, the grievance may be referred to arbitration by the Business Representative of the Guild by written notice to the Federal Mediation

and Conciliation Service (FMCS). A copy of such referral notice shall be sent to the Station.

- 5.03. A grievance of a general nature may be initiated by the Business Representative of the Guild in Step 2 of the grievance procedure.
- 5.04. Grievances shall be filed promptly. No grievance shall be valid unless submitted within ten (10) days after the Employee or the Business Representative of the Guild knew, or by reasonable diligence could have known, of the facts giving rise to the grievance. In no event shall the Station be liable for back pay prior to the time a grievance is called to the attention of the Station by an Employee or Guild representative as provided in Step 1 of Section 5.02 of this Article 5.00.
- 5.05. (a) A grievance shall be deemed to have been settled on the basis of the disposition given in accordance with the procedures set forth in Section 5.02 of this Article 5.00 if it is not appealed to the next step within eight (8) calendar days following the date of such disposition, unless the time therefor shall be extended by agreement between the Station and the Guild.
- (b) The Station shall give its answer to all grievances submitted or appealed in accordance with the procedures set forth in Section 5.02 of this Article 5.00 within eight (8) calendar days following the date of such submission or appeal, unless the time therefor shall be extended by agreement between the Station and the Guild.
- 5.06. (a) Any grievance properly referred to arbitration as provided in Section 5.02 of this Agreement shall be considered by an Arbitrator selected through the auspices of the Federal Mediation and Conciliation Service (FMCS), and the arbitration shall proceed under the applicable rules of the FMCS. In the event the parties are unable to select an Arbitrator from any list furnished by the FMCS, the FMCS shall not have the authority to independently appoint an Arbitrator, but shall submit additional lists as required until an Arbitrator can be selected from a list furnished by the FMCS. If for any reason the parties are unable to select an Arbitrator from the first three lists submitted by the FMCS, the parties must select an Arbitrator from the fourth list. Selection from the fourth list shall, in that case, be done by alternate striking of names, with the Guild striking first in even years and the Station striking first in odd years. Any fees and expenses associated with the obtaining of lists of arbitrators from the FMCS shall be borne by the party moving the grievance to arbitration.
- (b) The Arbitrator shall proceed to consider the grievance without delay and shall render his decision promptly following the conclusion of his taking of evidence in the matter.
- (c) The jurisdiction of any Arbitrator to whom a grievance may be referred under the provisions of this Article 5.00, shall be limited to the determination of questions involving the interpretation or application of the terms of this Agreement. He shall have no authority to add to, or subtract from or to change any of the terms of this Agreement

including the existing rates of pay which are set forth in Article 6.00 hereof. The decision of the arbitrator shall be final and binding upon the Station and the Guild. Not more than one (1) grievance shall be referred to an Arbitrator in the same proceeding.

- (d) The fees and expenses of the Arbitrator and the arbitration hearingshall be borne equally by the Station and the Guild.
- 5.07. The station agrees to meet and confer with representatives of the Guild on any questions or matters relative to the Terms and Conditions of this Agreement and other matters with respect to rates of pay, working conditions and other conditions of employment. Any Employee acting in an official capacity as a representative of the Guild may confer with the Station during regular working hours without loss of time or pay except during contract negotiations and arbitration proceedings.

## ARTICLE 6.00 - RATES OF PAY

6.01. Employees covered by this Agreement will receive at least the following minimum hourly rates of pay for each hour worked, in accordance with the appropriate job classification and the applicable pay rate as follows effective upon execution of this Agreement.

Job Classification	Aug. 21, 2014
Broadcast Director	\$14.04
Artist	\$11.63
Traffic Clerk	\$9.58
Maintenance Worker	\$8.70
Production Assistant	\$10.04

6.02. Employees covered by this Agreement who are regular full time employees hired by the Station and whose rate exceeds the schedule in Section 6.01 will be paid in accordance with a compensation schedule set forth in a separate letter agreement between the Station and the Guild executed simultaneously herewith.

- 6.03. Employees covered by this Agreement who are regular full-time Employees and have completed seventy-two months of continuous full-time service will be paid the lowest hourly salary of the same job classification set forth in the separate letter agreement between the Station and the Guild executed simultaneously herewith.
- 6.04. Beginning on the effective date of this agreement and continuing thereafter once per year, all employees will receive a performance evaluation and will be eligible for a merit pay increase at that time. Employees may request the General Manager to review their performance evaluation and merit increase, but the decision of the General Manager shall be final and neither the performance review nor the merit increase shall be subject to arbitration.

### ARTICLE 7.00 - HOURS OF WORK

- 7.01. The normal schedule of hours per day for full-time regular Employees shall consist of nine (9) hours per day, including a one-hour unpaid duty free lunch period, or an eight and one-half (8 ½) hours day, including a thirty minute unpaid duty free lunch period. The Station shall only schedule an Employee for an eight and one-half hour day (with a thirty minute unpaid duty free lunch) if the Employees agrees to the eight and one-half hour/day schedule. A normal work week shall consist of five days per week.
- 7.02. The regular work week shall begin at the start of each shift commencing on or after 12:01 a.m. Saturday and ending 12:00 p.m. (midnight) on the following Friday.
- 7.03. The Station may change its pay period from bi-weekly to weekly or semi-monthly and may change its pay day provided the Station notifies the Guild in writing at least thirty (30) days prior to the effective date of such change and the Station may make such change only once per year.
- 7.04. Regular days off and regular hours of work may be changed by the Station at any time on one (1) week's prior notice to the Employee; however, such notice will not be required when it becomes necessary to replace an Employee who is absent for sickness, disability or other unexpected absences.

## ARTICLE 8.00 - OVERTIME

- 8.01. Overtime shall be computed on the Employee's basic straight-time hourly rate.
  (a) Should an employee after working hours in excess of eight (8) in one day thereafter voluntarily absent himself or herself from work in a later day in the same workweek for any not previously scheduled reason, and the employer has to cover that shift with overtime or premium pay, the Station may deduct from any overtime owed the employee who calls off that amount of overtime or premium that was needed to cover his/her absence.
- 8.02. Employees shall be paid overtime or premium pay as follows:
- (a) One and one-half (1 ½) time for all hours worked in excess of 40 hours a week if mutually agreed upon between Station and employee; or One and one-half (1 ½) time for all hours worked in excess of eight (8) hours in any workday or forty (40) hours

in a work week.

- (b) One and one-half (1 ½) time for all hours worked on a regular day off or on a holiday which is not a normal scheduled day of work during the Employee's regular work week; provided, however, that the Employee will be paid for a minimum of 3 ¾ hours of work on such regular day off orholiday.
- (c) One and one-half (1 ½) time for all hours actually worked on a holiday as defined in Article 9.00 hereof which is a normally scheduled day of work during the Employee's regular work week. Such overtime pay for hours actually worked shall be in addition to the minimum weekly pay due the Employee under provisions in Article 6.00. This provision shall apply to both full-time Employees and part-time Employees.
- 8.03. The requirements for payment of overtime and/or premium pay set forth in Section 8.02 shall not be cumulative so that if the Station pays overtime or premium pay under one of the sub-paragraphs of Section 8.02, it shall not be required to pay overtime or premium pay for work performed during the same time under another subparagraph of said Section 8.02.

## ARTICLE 9.00 - HOLIDAVS/PERSONAL TIME OFF

- 9.01 The Employer shall include bargaining unit employees in the paid time off benefits, to include personal days and holidays, adopted from time to time by the Employer as they apply to KSDK's unrepresented employees, without the necessity of bargaining. To the extent the Employer makes changes to those benefits for non-represented employees, those changes shall apply to bargaining unit employees on exactly the same basis and at exactly the same time as for non-represented employees. Either party may propose changes to this section in future contracts, but this section shall apply continuously during the term of this contract and during any open period that may follow expiration of the contract term unless and until modified by contractual agreement between the parties.
- 9.02. Time required, with pay, up to three (3) working days to attend the funeral of the Employee's mother, father, sister, brother, current father-in-law, current mother-in-law, grandfather or grandmother, and five (5) working days to attend the funeral of the Employee's spouse or child The Employer may request verification of Employee's relationship to the deceased.

## ARTICLE 10.00 - VACATIONS

- 10.01. Vacations will, as far as possible, be granted at times most desired by Employee, with preference granted on the basis of length of service, but the right to schedule a Employee's vacation is reserved by the Station in order to ensure orderly and efficient operations.
  - 10.02. Regular full-time employees shall receive vacation benefits on the same basis and to the same extent as persons not represented by a bargaining unit. The Station may change these vacation benefits consistent with changes made to vacation benefits for persons not represented by a bargaining unit, and such changes shall apply to employees

covered by this collective bargaining agreement at the same time, on the same basis, and to the same extent as they apply to employees who are not represented by a labor organization.

## ARTICLE 11.00 - PERSONAL ILLNESS

- 11.01. Regular full-time Employees shall receive sick pay benefits on the same basis and to the same extent as persons not represented by a bargaining unit. The Station may change sick day benefits for full-time Employees consistent with changes made to sick day benefits for persons not represented by a bargaining unit. Employees will not forfeit sick leave days accumulated prior to the implementation of this provision.
- 11.02. Regular full-time Employees shall receive short-term disability benefits on the same basis and to the same extent as persons not represented by a bargaining unit. The Station may change short-term disability benefits for full-time Employees consistent with changes made to short-term disability benefits for persons not represented by a bargaining unit.
- 11.03. Regular full-time Employees shall receive long-term disability benefits on the same basis and to the same extent as persons not represented by a bargaining unit. The Station may change long-term disability benefits for full-time Employees consistent with changes made to long-term disability benefits for persons not represented by a bargaining unit.

## ARTICLE 12 - LEAVE OF ABSENCE

- 12.01. Military Leave The Station will grant leave of absence to employees for purposes of military service in full compliance with applicable federal laws and regulations and on the same basis and to the same extent as such leave is granted to employees who are not represented by a labor organization.
- 12.02. FMLA Leave The Station will grant employees leave of absence as required by the federal Family and Medical Leave Act and/or any applicable state or local laws.
- 12.03. Union Leave Leave of absence without pay for a period up to six (6) months may be granted to an employee (but not more than two (2) such employees at any one time) who has been elected or designated to perform official Union business.
- 12.04. Unless required by applicable federal or state law, an employee shall not accumulate length of service during the period of leave of absence for the purpose of

computing vacation, or severance; however such leave will not be considered a break in the continuous service for the purpose of determining eligibility for such benefits.

## ARTICLE 13.00 - LAYOFF - SEVERANCE PAY

- 13.01. Should it become necessary at any time for the Station to lay off an Employee because of a reduction in force, the least senior Employee in the job classification affected will be laid off first.
- 13.02. No present full-time Employee in a job classification may be laid off as a result of an economic reduction-in-force while a part-time Employee with substantially similar qualifications and abilities is being employed in that job classification.
- 13.03. In the event a regular full-time Employee is laid off because of a reduction in force, the Employee will be paid severance pay in accordance with the following:
  - (a) One (1) week's pay for each full year of continuous service completed after January 1, 1984; and
  - (b) One (1) week of pay for each six (6) months of continuous service completed prior to January 1, 1984.
  - (c) It is understood and agreed that for those employees currently employed on or before the January 24, 2003, the maximum amount of severance pay payable under the provisions of this Article 13.00 shall be thirty-three (33) weeks computed in accordance with the preceding sub-paragraphs (a) and (b), or, the amount of severance pay computed solely in accordance with the preceding sub-paragraph (b), whichever is greater. (2) It is understood and agreed that for those employees employed on or after January 25, 2003, the maximum amount of severance pay payable under the provisions of this Article 13.00 shall be thirteen (13) weeks.
  - (d) A full-time employee laid off as a result of the subcontracting allowed under this contract or the introduction of new technology will be eligible to receive either (i) the severance to which he or she is entitled per paragraphs (a), (b) and (c) above in the form of salary continuation (rather than a lump sum) with continuation of health insurance coverage during that period of salary continuation on the same basis as an active employee, or (ii) the maximum allowable severance of thirty-three (33) weeks of pay paid as a lump sum without continuation of health insurance coverage beyond the otherwise normal date of cessation of coverage. The employee will make this election at the time he/she is notified of the lay off and once made the election shall be irrevocable and not subject to change. The severance described in this subparagraph (d) shall be the entirety of the severance paid in the event of a covered lay off; it shall be in replacement of any other severance and not in addition to any other severance.

13.04 The Company shall place all laid off employees on a rehire list for a period of thirty-six (36) months following lay off. The Company shall offer each vacancy in the bargaining unit to any employee on the rehire list who has worked in the classification in which the vacancy occurs or in a higher classification. Time spent on the rehire list by a laid off employee shall not constitute a break in continuity of service, but need not be counted as service time in computing seniority.

## ARTICLE 14.00 - PENSIONS - INSURANCE

- 14.01. Employees shall continue to be covered by the TEGNA Inc. Pension Plan (formerly known as Multimedia, Inc. Pension Plan for KSDK Employees) on the same basis and to the same extent as employees not represented by a labor organization. Should the terms and/or provisions of that Pension Plan change, such changes shall apply to employees covered by this collective bargaining agreement at the same time, on the same basis and to the same extent as they apply to employees who are not represented by a labor organization.
- 14.02. The Station shall continue to make available to employees the same program of health insurance plans providing coverage for employees, their spouses and/or dependent children, which is made available to Station employees who are not represented by a labor organization. These plans will be offered to employees covered by this collective bargaining agreement on the same terms, including employee premium contribution requirements, as they are offered to Station employees who are not represented by a labor organization. Should the coverage, providers, benefits and/or employee premium contribution requirements of such plans be changed, such changes shall apply to employees covered by this collective bargaining agreement at the same time, on the same basis and to the same extent as they apply to employees who are not represented by a labor organization.
- 14.03. The Station shall continue to make available to employees the same programs of life insurance coverage (including basic life insurance, voluntary supplemental life insurance, family life insurance, AD&D insurance, and travel accident insurance) which is made available to Station employees who are not represented by a labor organization. These plans will be offered to employees covered by this collective bargaining agreement on the same terms, including employee premium contribution requirements, as they are offered to Station employees who are not represented by a labor organization. Should the coverage, providers, benefits and/or employee premium contribution requirements of such plans be changed, such changes shall apply to employees covered by this collective bargaining agreement at the same time, on the same basis and to the same extent as they apply to employees who are not represented by a labor organization.
- 14.04. No employee shall be assigned to fly over the employee's objection to any flight.
- 14.05. Employees covered by this Agreement may continue to elect to participate in the CWA-SRT (401k) plan pursuant to the terms of the CWA-SRT Jointer Agreement. The TEGNA 401(k) Plan shall be made available to employees covered by this Agreement on

exactly the same basis as it is offered to employees not included within a bargaining unit. This 401(k) Plan may be modified, replaced, added to, discontinued or otherwise changed by the Company, it being understood that any such change shall be on the same basis, at the same time and to the same extent as applicable to employees not covered by a collective bargaining agreement or represented by a labor organization. Either party may negotiate changes to this benefit in any successor collective bargaining agreement, but it is understood that this "same basis as" practice will continue until such time as a change has been made through negotiation. The 401(k) shall be effective August 1, 2008, or as soon thereafter as is practical.

## ARTICLE 15.00 - PART-TIME AND TEMPORARY EMPLOYEES

- 15.01. A regular part-time Employee may be hired to work regularly a maximum of thirty-five (35) hours per week.
- 15.02. A temporary Employee shall be one who is hired for a special purpose for a period not to exceed 120 days or who is hired as a replacement for an Employee absent on vacation or leave of absence.
- 15.03. (a) Part-time or temporary Employees shall be paid at the applicable starting rate of pay as set forth in Article 6.01, based on their regularly scheduled job classification.
- (b) Part-time Employees shall be credited for pay purposes with one year of service for each eighteen hundred (1800) hours worked.
- 15.04. Part-time Employees will be covered by the TEGNA Pension Plan for KSDK Employees in accordance with its terms and conditions of the plan and with Section 14.01 of this Agreement.
- 15.05. Upon application, the Station agrees to make available for part-time Employees who have completed one year of service and have averaged thirty (30) hours of work per week, the Company sponsored health care plan in accordance with the terms and conditions of the plan and with Section 14.02 of this Agreement.
- 15.06. Upon completion of one year of service, as herein defined (i.e., 1800 hours), part-time Employees will accrue paid vacation at the rate of one (1) day (defined as a maximum of seven (7) hours) for each three hundred and twenty (320) hours worked in a calendar year.
- 15.07. Part-time Employees will not be covered by any provisions of this Agreement other than the provisions of this Article 15.00; Article 14.00, Section 14.01; Section 14.02, Article 8, Section 8.02 (c); Article 5.00; and Article 2.00, Section 2.05 and Section 2.06.

## ARTICLE 16.00 - GENERAL PROVISIONS

- 16.01. (a) An Employee while performing jury duty shall continue to be paid his/her minimum regular weekly rate of pay without regard to any per diem allowance received for jury duty. It is understood, however, that if the Employee is excused from jury duty on any day, he/she will report to his/her regular duty assignment and work as much of his/her regular shift as possible.
- (b) It is further understood that if in the sole opinion of the Station, the Employee's absence from work because of jury duty would seriously interfere with the Station's operations, the Employee and the Station will cooperate in seeking to have the Employee excused from such jury duty.
- 16.02. The Station and the Guild agree that in conformity with and to the extent provided under applicable State and Federal laws and regulations, neither the Station nor the Guild shall discriminate against any applicant for employment with respect to hiring or against any Employee with respect to terms and conditions of employment because of race, color, creed, age, sex, national origin, sexual orientation, or disabled status of such applicant for employment or Employee.
- 16.03. In the event that now or hereafter there is any State or Federal law or any directive, order, rule or regulation made pursuant hereto which is mandatory, the same shall supersede any provision or provisions or any Agreement between the parties which is in conflict therewith, and shall thereafter govern and control the relations and conduct of the parties so long as such law, directive order, rule or regulation shall remain in effect. Any provision of this Agreement not so affected shall remain in full force and effect during the term of this Agreement.
- 16.04. The parties specifically recognize that compliance with the Americans with Disabilities Act ("ADA") may vary provisions of this Agreement and in such a situation the Company and the Employee will discuss options for providing reasonable accommodation to disabled Employees, provided however, the Company may take all actions necessary which comply with the law. A union representative may participate in the Company and Employee discussions upon request by the Employee.
- 16.05. (a) The Company and the Union recognize their obligation to provide an alcohol-free and drug-free work environment in the interest of Employee safety, public safety and preservation of the business. The Union agrees that the Company-may require an Employee to submit to an alcohol and/or drug test in the following circumstances: to comply with Federal regulations, periodically for those in certain safety-sensitive jobs, when an Employee is unfit for work and we have reasonable cause to believe he/she may be under the influence of drugs or alcohol, when we have objective evidence of drug presence in the work place, after an accident if we believe drugs or alcohol may be a factor, and as necessary following an Employee's participation in a drug or alcohol rehabilitation program. Any Employee who refuses to submit to an alcohol or drug test or refuses to sign a release for the results of such testing shall be subject to discharge.

Such test will be performed at Company expense. The Company agrees to use only reliable certified labs with a strict chain of custody procedure. All positive tests will be confirmed by a second test procedure and shall be subject to a post-test review by a licensed physician.

- (b) An Employee who has been tested for alcohol or illegal drugs and whose test proves positive will be provided an option for the first violation to enroll in an approved rehabilitation program or be discharged. If the Employee opts to enroll in the rehabilitation program, the Employee must successfully complete the program in order to return to work.
- 16.06. All Employees who drive in the performance of their duties will be covered by a reasonable Company sponsored Vehicle Operation Clearance Policy, subject to Article 5.00.
- 16.07. All authorized and approved expenses incurred by an employee in the performance of their duties shall be paid by the Station in accordance with the KSDK Meals, Travel and Entertainment Policy.
- 16.08 A bulletin board for the exclusive use of the Guild shall be provided in the News Room. Use of such board shall be limited to Guild business matters and notice of Guild meetings.
- 16.09 Full-time employees who are actively employed on the date of ratification of this agreement, shall receive a one-time lump sum payment in a gross amount equal to five hundred dollars (\$500.00).

IN WITNESS WHEREOF, the parties hereto, by their duly authorized Officers and Representatives, have caused this Agreement to be executed as of the day and year above written.

grant of Cass,

Shannon Duffy, Administrative Officer

Multipledia KSDI

United Media Guild/TNG

Alicia Elsner, Plesident and General Manager

1-25-2006 United Media Guild/TNG-CWA 1015 Locust Street, Suite 740 St. Louis, Missouri 63101 Attention: Mr. Shannon Duffy

Simultaneously herewith Multimedia KSDK, LLC has entered into a Collective Bargaining Agreement with you covering the terms and conditions of employment of employees at KSDK whom you represent. As cited in Article 6.00 - Rates of Pay- of said Bargaining Agreement, this letter confirms the Agreement between the Guild and the Station covering the schedule of compensation for regular full-time employees whose rates exceed the schedule in 6.01. Such following named employees, so long as they continue to be employed in their current classification, will receive minimum hourly rates of pay in the following amounts:

Job Classification	<u>Name</u>	August 21, 2014
TV Broadcast Director TV Broadcast Director TV Broadcast Director TV Broadcast Director	Robert Clark Jeffrey Watkins Mike Daugherty Phil Evans	\$31.20 \$32.05 \$31.73 \$24.89
Artist	Richard Witzofsky	\$26.32
Maintenance Worker	Dan Spina	\$17.66
Traffic Clerk	Mary Rantanen	\$17.04

Please confirm the Agreement set forth in this letter by executing the form of acceptance provided below.

Shannon	Duffy, Administrative Officer	
Multime	dia KSDK, LLC	

## Side Letter

## Multimedia KSDK, LLC/ United Media Guild/TNG-CWA, Local 36047

- 1. During the life of this contract, subject to agreement with the union representing the Technical Directors, the Station intends to combine the duties of the current Technical Director and Director positions into one job position.
- 2. Jurisdiction of this combined position shall be within the IBEW bargaining unit; provided, however, that any persons selected for that position who are currently Directors represented by the Guild, shall continue to be represented by the Guild, and their terms and conditions, including wage rate governed by the Guild collective bargaining agreement.

United Media Guild/TNG-CWA LOCAL 36047	
Shannon Duffy, Administrative Officer	
Multimedia KSDK, LLC	ž
Alicia Elsner, President and General Manager	

## Side Letter

## Multimedia KSDK, LLC/ United Media Guild/TNG-CWA, Local 36047

The Employer shall include bargaining unit employees in any type of bonus or additional paid day(s) off, adopted from time to time by the Employer on the same basis as they apply to KSDK's unrepresented employees, without the necessity of bargaining or obtaining advance permission from the Guild Union Representative. For example, if the Station offered a \$100 bonus to Guild bargaining unit Employees, it may do so without the Guild business agent's advance permission, without the Guild agent having to sign any form/letter or respond to an email affirming the offer.

United Media Guild/TNG-¢WA LOCAL

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KOK Unit Chair

Alicia Elsner, President and General

Manager

September 28, 2018

## Side Letter

# Multimedia KSDK, LLC/ United Media Guild/TNG-CWA, Local 36047

The Employer may assign bargaining unit employees to tasks or functions not covered by this Agreement and such assignments shall be non-jurisdictional. Such assignments may be made and withdrawn by the Employer in its sole discretion.

United Media Guild/TNG-CWA LOCAL

Shannon Duffy, Administrative Officer

KSOR Unit Chair

Multimedia KSDK,

Alicia Elsner, President and General

Manager