

**AGREEMENT BETWEEN**  
**SCRIPPS MEDIA, INC. (KGTV)**  
**AND**  
**NABET-CWA, AFL-CIO**

**June 1, 2023**

**to**

**May 31, 2027**

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This Agreement dated June 1, 2023 is between SCRIPPS MEDIA, INC., located at 4600 Air Way, San Diego, California 92102 (hereinafter called the Company), or its successor, for and on behalf of Television Station KGTV (hereinafter called the Station), and the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, THE BROADCASTING AND CABLE TELEVISION WORKERS OF THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called NABET-CWA), or its successor, the exclusive bargaining agent for employees covered under this Agreement.

## **ARTICLE 1**

### **RECOGNITION**

- 1.1 The term "Employee" as used in this Agreement applies to all Employees of the Company employed in the positions set forth in Section 9.2 of this Agreement, excluding all Supervisors as defined in the National Labor Relations Act, and office and clerical personnel.
- 1.2 NABET-CWA represents and warrants, and it is the essence hereof that it represents for collective bargaining purposes, a majority of the Employees of the Company as defined above. The Company recognizes that NABET-CWA is the exclusive bargaining agency for all such Employees, and agrees that it will bargain exclusively with NABET-CWA for such Employees, subject to the provisions of Section 9(a) of the National Labor Relations Act, as amended.
- 1.3 The Company agrees that it will not discriminate against Employees because of their membership in NABET-CWA, or because of their Union activities in or on behalf of NABET-CWA provided, however, that such activities shall not be in violation of the terms of this Agreement, and shall not be conducted by an Employee while on duty, except activities performed by the designated NABET-CWA officials or the representatives on the Joint Conference Committee which shall not unreasonably interfere with the working time of Employees.
  - 1.3.1 The Company will not change the regularly scheduled shift of up to four shop stewards without the prior approval of the Union. The Union agrees to furnish a list of the officers and shop stewards to the Company upon request.
- 1.4 Management Rights: NABET-CWA recognizes the exclusive right and responsibility of the Company to direct the working force and to direct the operations of the Company. The Company's rights shall include those necessary to maintain order and efficiently manage the Company, and to discharge, suspend, or discipline Employees for just cause and to establish working rules and to control station operations, provided, however, that the exercise of such rights does not violate the terms and provisions of this Agreement.
- 1.5 The Company and NABET-CWA recognize the need for continued improvement of skills by Employees to meet technical advances in the industry. Each Employee will make every attempt to improve his technical and/or operational skills. The Company will assist in these efforts by providing on-the-job training and/or formal classes sponsored by the Company or by enrollment in school courses. NABET-CWA will actively encourage Employees to improve their skills.

## **ARTICLE 2**

### **EMPLOYMENT**

- 2.1 As a condition of employment, all Employees shall, thirty (30) days after the date of execution of this Agreement, or in the case of Employees hired after the date of execution of this Agreement, thirty (30) days after the date of hiring, become members of NABET-CWA and remain in good standing in NABET-CWA during the term of this Agreement.
- 2.1.1 Upon receipt of a signed authorization of the Employee involved, the Company shall deduct from the Employee's paycheck the Union initiation fee and the dues payable by him to the Union, during the period provided for in said authorization.
- 2.1.2 Deductions shall be made on account of initiation fees from the first paycheck of the Employee after receipt of the authorization and from each check thereafter in equal installments until such fee is paid in full. Deductions shall be made on account of Union dues from the first paycheck of the Employee after receipt of the authorization and from each paycheck thereafter. Deductions of Union dues shall not be made from severance pay.
- 2.1.3 Deductions for initiation fees and Union dues shall be remitted to the Union no later than the tenth (10th) day of the month following the deductions. Dues remittances shall include a report of Employees for whom wages have been remitted, gross wages earned by each Employee for the period, and the corresponding dues for those wages.
- 2.1.4 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken by the Company for the purpose of complying with any of the above provisions of this article, or in reliance on any certification, notice or authorization furnished under the provisions of this same article.
- 2.2 The Company will, within three (3) working days after receipt of notice from the Union, discharge any Employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees, as required by the preceding paragraph. NABET-CWA agrees to send a copy of the ten (10) day warning notice, which is sent to the Employee, to the Company.
- 2.3 When the Station discharges an Employee in compliance with the above Union Shop provisions, NABET-CWA shall indemnify the Station and hold it harmless against any and all suits, or claims of any kind, brought by such discharged Employee seeking reinstatement and/or damages.
- 2.4 All Employees with less than six (6) months' service with the Company shall be considered as probationary Employees and may be discharged without notice and without resort to the grievance machinery of this Agreement, provided, however, that the Union may grieve otherwise with exception of discharge. The Company and NABET-CWA may agree to extend the six (6) month probationary period for any probationary Employee.
- 2.5 Vacation relief employees shall be considered temporary employees and may be employed for a term not to exceed eight (8) consecutive months except by mutual consent. If such Vacation Relief is to be hired for a period of less than eight (8) consecutive months,

notification shall be given to both the Union and the Employee at the time of hire indicating the expected length of the term. The total number of vacation relief employees at any one time may not exceed 10% of the regular, full-time NABET-CWA workforce, except by mutual consent between the Company and the Union.

2.5.1 When such vacation relief employee is hired, such employee and NABET-CWA shall be notified of his status. However, nothing in this paragraph shall be construed as preventing vacation relief employees from becoming regular employees, at the discretion of the Company. If so retained, seniority shall be in accordance with 5.1.3.

2.6 The Company shall give notice in writing to the President of the Local Union of opportunities for employment in the classifications covered by this Agreement.

2.7 Employee Categories:

Reference is made throughout this Agreement to various types of Employees. Employees are classified into three (3) categories as defined below:

A. Regular Full-time: Employee's regular schedule is 40 hours per week.

B. Regular Part-time: Employee's regular schedule is less than 40 hours/week.

A regular schedule represents the hours established for a position which are worked on a consistent weekly basis. The regular schedule for a part-time Employee and any future changes will be established by mutual agreement of the Company and Employee and documented in writing, a copy of which will be provided to the Employee and the Union. This paragraph shall not be interpreted to restrict the Company's right to schedule employees.

A regular schedule excludes any additional hours that may be worked to fill in for absences or to provide additional assistance during periods of high demand. Additional hours will be offered to Employees with consideration given to qualifications, seniority and availability.

C. Temporary: Employee is hired for a limited period of time for vacation relief, a specific project or special event, or the Employee is used on an "on-call" basis. "On-call" Employees are hired on a daily or weekly basis to fill-in during absences or during periods of high demand and have no regular established schedule.

### **ARTICLE 3**

#### **WORK SCHEDULE, OVERTIME AND PENALTIES**

3.1 Work Week and Work Day: A regular work week is defined as consisting of any five (5) regular work days not exceeding a total of forty (40) hours, and as beginning at 12:01 A.M. Monday and continuing to the end of the tour of duty commenced on the following Sunday.

3.1.1 The Company and Union may jointly agree that a four (4) day workweek would be beneficial for certain assignments.

The four (4) day workweek shall consist of four (4) consecutive ten (10) hour days, followed by three (3) consecutive days off. In this case, overtime (Article 3.8.1) shall be paid after ten (10) hours in any regular workday; Fifth (5<sup>th</sup>) days shall be paid at time-and-one-half and Sixth (6<sup>th</sup>) and Seventh (7<sup>th</sup>) days shall be paid at double-time, both in accordance with Article 3.8.3. An Employee shall be eligible for a second meal period (Article 3.6.1) following eleven (11) hours of duty. All other contract provisions apply to Employees who work such a workweek.

The mutual agreement may be dissolved by either party with a thirty (30) day written notice.

- 3.1.2 A regular work day is defined as consisting of eight (8) consecutive hours of work in any work day, which shall be computed by totaling the number of hours between the time an Employee reports for work and the time of completion of his duties for such a work day, less any meal period where applicable.
- 3.1.3 A tour of duty starting any day and continuing into the following day shall be considered as one tour of duty and attributed to the first day. The minimum tour of duty shall be eight (8) hours for full-time Employees and four (4) hours for part-time Employees.
- 3.1.4 Part-time and Temporary Employees (other than Vacation Relief as defined in Article 2.5) shall not be employed for a cumulative total of more than 6% of the regular, full-time NABET-CWA workforce hours during any calendar month.

If the Company regularly engages in locally produced overnight programming, the cumulative total part-time/temporary hours during any such calendar months shall be increased by 1% of the regular, full-time NABET-CWA workforce.

If the Company regularly engages in weekend daytime production, the cumulative total part-time/temporary hours during any such calendar months shall be increased by 4% of the regular, full-time NABET-CWA workforce for such work.

If the Company regularly engages in the operation of a secondary channel, the cumulative total part-time/temporary hours during any such calendar months shall be increased by 3% of the regular, full-time NABET-CWA workforce.

- 3.2 Schedules shall be posted on the Bulletin Board ten (10) days in advance of the calendar work week.
  - 3.2.1 After a work schedule is posted, an Employee shall be notified of any schedule change.
- 3.3 Days Off: Each Employee shall be granted two (2) consecutive days off following five (5) consecutive work days. If a schedule change causes a full-time Employee to not receive two consecutive days off as required, then that Employee shall receive a penalty of one and one-half days pay at their regular rate of pay. The Company shall make every effort to schedule days off by seniority and preference.
  - 3.3.1 Employees shall be notified of any change in scheduled days off by an advance notice of ten (10) days prior to the change, and said notice shall be posted on the Bulletin Board.

- 3.3.2 In the event any Employee's days off are changed by the Company after twelve noon Wednesday of the preceding work week, unless such changed schedule is by mutual consent of the Company and the Employee affected, such Employee shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay for such days.
- 3.4 Employees shall be notified of any changes in scheduled working hours in a work day not less than forty-eight (48) hours prior to said working hours.
- 3.4.1 In the event any Employee's working hours are changed without forty-eight (48) hours' notice, such Employee shall be paid an additional thirty-five dollars (\$35) unless the change results from a unit Employee's unanticipated absence.
- 3.4.2 In the event of an Emergency which may result in unavoidable changes in the Company's schedules, NABET-CWA will, upon request by the Company, waive the notice and penalty above described.
- 3.4.3 In the event the Company notifies an Employee to report to work on his scheduled day or days off, then cancels such tour of duty with less than twenty-four (24) hours' notice prior to the scheduled starting time of work on such day or days off, the Employee shall be paid a penalty of Twenty Dollars (\$20).

The preceding paragraph shall not apply when an Employee is called to fill in for another Employee because of illness. However, if the Company notifies an Employee to report for work because of the illness or compassionate leave of another Employee and then cancels such tour within twelve (12) hours of the beginning of such tour, that Employee called for work and then cancelled shall be paid for such a tour of duty at his premium rate of pay, unless the ill Employee has agreed to report for work.

If, as a result of illness or unanticipated emergency, an Employee must absent himself from work, every effort will be made as soon as possible to notify his immediate supervisor or designee of his intended absence so that another Employee may be contacted to report to work.

- 3.4.4 The Company recognizes the desirability for Employees to rotate to another shift.

If any member of the bargaining unit desires rotation after eight (8) months' tour on a given shift he/she shall make written request for such rotation thirty (30) days in advance.

The Company agrees to grant such request, if in the Company's opinion there is a qualified member of the bargaining unit available to replace the Employee seeking rotation and if the Employee making the request is qualified for the position he seeks. The Company shall not act arbitrarily or capriciously in denying such a request.

When granted, it is the intention of the Company, all conditions being equal, that such rotation shall be a minimum of eight (8) months.

- 3.4.5 An Employee's work schedule shall not be changed while said Employee is on vacation unless he is personally notified of such change by the Company.

3.5 Turnaround: There shall be a minimum of twelve (12) consecutive hours between the end of any Employee's original work schedule or any extension thereof between any regular work day and the start of the next.

3.5.1 A day off shall consist of thirty-six (36) hours consecutively. Two days off shall consist of sixty (60) hours consecutively. Vacation period is not to be construed as rest period when computing the time between the end of one workday and the beginning of the next workday.

Work assignments which shorten the above time periods shall be compensated for as follows:

In addition to the applicable rate of pay, Ten Dollars (\$ 10.00) per hour for that portion of such assignment that encroaches on such turnaround period.

Fifteen Dollars (\$15.00) per hour in addition to the applicable rate of pay for that portion of such assignments that encroaches on the six (6) hour period immediately following the end of the Employee's original schedule or any extension thereof.

The Company and the Union may agree to waive the turnaround pay provided for in this Article.

Examples under which "turnaround" penalty pay would be made:

1. Less than twelve (12) consecutive hours between the end of one work day and the start of shift on the next, during the Employee's work week.
2. Less than twelve (12) consecutive hours between the end of one work day and the start of shift on a scheduled day off.
3. Less than thirty-six (36) consecutive hours between the end of one work day and start of shift after one scheduled day off.
4. Less than sixty (60) consecutive hours between the end of one work day and the start of shift after two (2) consecutive days off.
5. Less than twelve (12) consecutive hours between the end of one work day and the start of shift on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) work day.

3.5.2 The schedule for Employee's days off shall provide for such days off to begin twelve (12) hours after the completion of assignment for the preceding day.

3.6 Meal Periods: The first meal period, which shall be unpaid, shall be at least thirty (30) minutes duration. This meal period may not be scheduled earlier than the Employee's third (3<sup>rd</sup>) hour of work, and must be completed by the end of the sixth (6<sup>th</sup>) hour after reporting for duty.

If the Employee affected agrees to remain at work, he shall receive a premium in addition to all other wages and compensation equal to two (2) times his regular hourly rate for each hour, or fraction thereof after the end of the sixth (6<sup>th</sup>) hour, until such meal period is started. The meal period will be paid at the applicable rate.

However, if an Employee elects to take a meal period outside the designated time, he shall not receive the penalty payment.

- 3.6.1 In the event an Employee remains on duty for a period in excess of ten (10) hours a second meal period of thirty (30) minutes shall be scheduled not later than the beginning of his twelfth (12<sup>th</sup>) hour of duty, and the Company shall pay such Employee the sum of Ten Dollars (\$10.00) for eating expenses, unless the Company caters the meal.

If the Employee affected agrees to remain at work he shall receive a premium in addition to all other wages and compensation equal to two (2) times his regular rate for each hour, or fraction thereof after the beginning of the twelfth (12<sup>th</sup>) hour until such meal period is started. The meal period will be paid at the applicable rate.

However, if an Employee elects to take a meal period outside the designated time, he shall not receive the penalty payment.

- 3.6.2 An additional period of thirty (30) minutes shall be scheduled after each four (4) hours of work beyond the tenth (10<sup>th</sup>) hour and shall be paid at the rate described above.
- 3.7 Night Shift Differential: Those Employees who perform work of two (2) hours or more between midnight and 7 a.m. shall receive an additional fifteen percent (15%) of their regular hourly rate of pay for all hours worked during that time period in addition to any other compensation that may accrue to them. The differential shall be paid for a minimum of four hours. An employee who works all hours between midnight and 7 a.m. shall be paid the differential for the entire tour of duty.
- 3.8 Overtime: Employees shall receive overtime for work performed as follows:
- 3.8.1 All work in excess of forty (40) hours in any regular work week or eight (8) hours in any regular work day at the rate of one and one-half (1-1/2) times the regular hourly rate of pay.
- 3.8.2 All work in excess of twelve (12) hours in any regular work day at the rate of two (2) times the regular hourly rate of pay.
- 3.8.3 Unless a scheduling change is made to accommodate an Employee who requested a change of schedule, any regular or temporary Employee who works in excess of five (5) consecutive days shall receive overtime at the following rates:

Sixth (6<sup>th</sup>) consecutive day worked: Time and one-half (1-1/2) his regular hourly rate of pay for the first eight (8) hours worked. Double time (2) his regular hourly rate of pay for work after eight (8) hours until the end of shift.

Seventh (7<sup>th</sup>) consecutive day worked: Double time (2) his regular hourly rate of pay for the first eight (8) hours worked, two and one-half (2-1/2) times his regular hourly rate of pay for work after eight (8) hours until the end of shift.

Thereafter the Employee will revert to his regular hourly rate of pay until such time as he has exceeded another five (5) consecutive days' work.

- 3.8.4 Any Employee may elect not to work on his scheduled day off by notifying the Department Head in writing within forty-eight (48) hours after the assignment is posted. Employees can be required to work during major events that require significant staffing levels. The Company and Union will jointly determine what constitutes a major event.
- 3.9 If an Employee is called back to work on a day on which the tour of duty has been completed, or called in three or more hours early on a scheduled workday, a premium of three (3) hours at the applicable rate will be credited to the Employee in addition to time actually worked.
- 3.10 Nothing in this Agreement shall be construed as authorizing or permitting the pyramiding of overtime.
- 3.11 For time spent flying in the helicopter, an employee shall receive, in addition to the applicable rate of pay, a premium equal to the regular hourly rate of pay. Any Employee can, by giving prior written notice to the Director of Operations & Engineering, exclude themselves from flying in the helicopter.
- 3.12 Whenever reference is made in this Agreement to "Regular Hourly Rate," the same shall be computed on an hourly basis by dividing the applicable weekly salary, as ascertained under paragraph 9.2, by forty (40).
- 3.13 Employees who receive pay upgrades in the twelve-month period prior to taking a vacation, shall be paid for the vacation at the average hourly base rate paid during that preceding twelve-month period.

#### **ARTICLE 4**

##### **VACATIONS AND HOLIDAYS**

- 4.1 Regular Full-time Employees in the employ of the Company shall be entitled to a vacation period with full straight time pay as indicated herein:

| <u>Duration of Service</u><br><u>(as of May 1st)</u> | <u>Vacation Period</u>      |
|------------------------------------------------------|-----------------------------|
| From 0 to 1 year                                     | 1 workday per month         |
| From 1 year to 4 ½ years                             | 2 work weeks or 10 workdays |
| From 4 ½ to 15 years                                 | 3 work weeks or 15 workdays |
| Over 15 years                                        | 4 work weeks or 20 workdays |

If the Company should grant vacation to non-unit Employees in excess of that contained in Article 4.1, then unit Employees will receive the same benefit effective May 1<sup>st</sup> of the subsequent year.

- 4.1.1 Part-time and Temporary Employees shall be entitled to a vacation period which shall accrue at the rate of (1) day of vacation with eight (8) hours straight time pay for each one hundred and thirty-nine (139) hours worked.
- 4.2 Vacations shall be granted between May 1<sup>st</sup> and April 30<sup>th</sup> at any time that is mutually agreeable between the Company and the Employee.

A sign-up sheet indicating the available vacation periods will be posted from the first week in January through the last week in February for Employees to express their preference for vacation time. In the Operations department, the Company will provide three (3) vacation slots each week, except for the weeks containing Thanksgiving and Christmas, where an additional vacation slot will be conditionally granted. The conditional vacation slot will be confirmed or denied no later than October 1 of each year based upon business needs.

- 4.2.1 Vacation periods shall be scheduled to immediately begin and end following the Employee's regular scheduled days off. In the event an Employee's vacation cannot be made to coincide with his days off, he shall be compensated for those days lost, at two (2) times his regular hourly rate of pay, for all days so lost.

The above shall not apply when vacation of less than five (5) working days is taken.

This section may be modified by mutual consent.

- 4.2.2 An Employee may split vacation time with seniority of choice applying to only one of the periods chosen. Other requests for vacation time shall be granted on a first come-first served basis. An Employee may take vacation time during Christmas week only once every three years.

- 4.2.3 Regular full-time and part-time Employees may carry over up to a maximum of twice their current yearly allotment of vacation time without causing accrual of vacation for the following year to cease. If more than twice the previous year's allotment is carried over, vacation accrual will cease until enough vacation has been taken to reduce the carried over vacation to less than twice the previous year's allotment.

- 4.2.4 Any Employee leaving the employ of the Company shall receive payment for vacation earned but not used, subject to the maximum as described in Section 4.2.3.

- 4.3 Holidays are defined as New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

- 4.3.1 Regular full-time Employees who perform work on New Year's Day, Easter Sunday, Memorial Day, Independence Day or Labor Day may choose to receive either eight (8) hours additional straight-time pay or a compensating day.

- 4.3.2 Regular Full-time Employees who perform work on Thanksgiving and/or Christmas may choose to receive compensation at either of the following rates:

Three (3) times their applicable rate of pay for the first eight (8) hours, or two (2) times the applicable rate of pay plus a compensating day.

The following four (4) hours at three and one-half (3-1/2) times the applicable rate of pay.

After the twelfth (12<sup>th</sup>) hour the Employee shall be paid four (4) times the applicable rate of pay, to the end of the shift.

- 4.3.3 Part-time and Temporary Employees who perform work on New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall receive:

Two (2) times the applicable rate of pay for the first eight (8) hours,

The following four (4) hours at three (3) times the applicable rate of pay.

After the twelfth (12<sup>th</sup>) hour the Employee shall be paid four (4) times the applicable rate of pay, to the end of the shift.

- 4.3.4 Only the smallest possible crew, consistent with the program requirements of the station, shall be assigned to work Thanksgiving Day and Christmas Day.
- 4.3.5 Regular full-time NABET-CWA Employees shall receive floating holidays as provided to the Company's non-bargaining unit employees. Regular part-time NABET-CWA Employees shall receive a pro-rata portion of the floating holidays granted to full-time Employees, based on their regular work schedule (as defined in section 2.7B). If the Company should grant non-unit Employees additional holidays, closing days or other workdays off with pay which is not presently granted to non-unit Employees, Regular full-time unit Employees will receive a banked holiday if worked and eight (8) hours pay if not worked. Regular part-time unit Employees will be paid if worked as described in Section 4.3.3.
- 4.4 When a holiday occurs during a Regular full-time Employee's vacation or on their regularly scheduled day off, they may choose to receive additional straight-time pay or one (1) banked holiday in lieu of each of these named holidays.
- 4.5 All banked holidays will be taken on days mutually agreed upon between the Employee and the Company.

## **ARTICLE 5**

### **SENIORITY, LAYOFF, REHIRS AND SICK LEAVE**

- 5.1 Seniority: The seniority of each Employee shall be determined on the basis of length of service with the Company, except that seniority shall be broken and cancelled if an Employee (1) voluntarily terminates his employment, (2) is discharged for cause, (3) is laid off and not recalled for twenty-four (24) months, or (4) fails to return to work after recall, as provided in Section 5.4 of this Article.
- 5.1.1 In all instances where prescribed wage increases based upon length of service are specified in this Agreement, length of service shall be computed from the Employee's hiring date anniversary.
- 5.1.2 The Company will at least once annually post and furnish to the Union a seniority list showing each Employee's seniority, and will correct it from time to time as may be necessary. The list so provided will conclusively establish an Employee's seniority unless it is protested within thirty days thereafter.
- 5.1.3 Currently employed regular and temporary part-time Employees will be considered for vacation relief employment before outside hiring is undertaken by the

Company. A vacation relief or part-time Employee who is employed on a regular basis shall receive full credit for time worked for the Company in the department concerned for pay, benefits, and probationary credit, and his seniority date for lay-off and recall shall be computed from his last date of hire.

- 5.2 Each Employee covered by this Agreement who has been employed by the Company for more than one (1) year and who wishes to resign his position shall give the Company at least two (2) weeks' advance notice in writing of such intention; and each Employee who has been employed by the Company for less than one (1) year and who wishes to resign his position shall give the Company at least one (1) week's advance notice in writing of such intention. The Company may accept less notice if it so desires.
- 5.3 Discharges: The Company shall have the right to discharge an Employee for cause, and upon request of NABET-CWA shall state in writing to NABET-CWA the reason for such discharge. If NABET-CWA believes such discharge to be unjustified, the discharge will be handled as a grievance under Article 7.
- 5.3.1 In the event of discharge for cause, it is agreed that the Employee concerned loses all rights and privileges insofar as severance pay is concerned; provided, however, that such Employee shall be given one (1) week's notice or one (1) week's pay at his regular hourly rate in lieu thereof if employed over six (6) months but less than one (1) year, and two (2) weeks' notice or two (2) weeks' pay at his regular hourly rate in lieu thereof if employed over one (1) year. This notice provision shall not apply in the case of discharge for gross misconduct.
- 5.4 Reduction of Staff: Should it become necessary at any time, on account of reduction in staff, for the Company to lay off any Employee, the Company shall give such Employee notice in writing at least six (6) weeks in advance, and on the effective date of their layoff grant a service letter. In addition, severance pay shall be given on the following basis:

| <u>Duration of Service</u>   | <u>Severance Pay</u>                                                                                |
|------------------------------|-----------------------------------------------------------------------------------------------------|
| Less than 1 year             | 2 weeks                                                                                             |
| 1 year but less than 2 years | 4 weeks                                                                                             |
| 2 years or more              | 2 weeks pay for each full year of service through 13 years, and 1 week pay for each year thereafter |

- 5.4.1 If, however, a vacancy should later occur in the staff within twenty-four (24) months from the start of his layoff, he shall be offered the opportunity of filling such vacancy, providing he can qualify for the open position. Qualifications shall be based on skills, abilities, experience and the level of training required. Time spent as a part-time or vacation relief Employee by an Employee who is offered and accepts that position in lieu of layoff shall not be counted in computing the recall period. Time spent in such positions, however, shall count toward seniority on a pro-rata basis.
- 5.4.2 Written notice of recall shall be sent to such Employee certified mail, return receipt requested at his last known address, and he shall report his availability within seven (7) days from the date such notice is sent. A copy of the notice shall be sent to NABET-CWA.

- 5.4.3 Layoffs on account of reduction of staff shall be made in inverse order of seniority within the staff. In the event a layoff is necessary, the Company and the Union (i.e. the parties) will meet and discuss potential alternatives to the layoff including, but not limited to, reassignment and voluntary attrition.

In the event that a layoff happens after the alternatives have been fully explored, the process shall proceed by inverse order of seniority provided that the retained Employees have the ability to perform the required work. If the parties disagree about an Employee's ability to perform the required work, the parties shall, upon the Union's request, meet and discuss a job trial period, of not less than thirty (30) days, during which the Company shall assess the Employee's ability to perform the required duties.

- 5.5 Reduction of Staff Through Automation: Should a reduction of the work force be necessary due to automation, it is agreed that the Company will give notice or pay in lieu thereof as follows:

|                                    |               |
|------------------------------------|---------------|
| Less than 2 months' notice         | 20 weeks' pay |
| 2 months but no more than 3 months | 16 weeks' pay |
| 3 months but no more than 4 months | 12 weeks' pay |
| 4 months but no more than 5 months | 8 weeks' pay  |
| 5 months but no more than 6 months | 4 weeks' pay  |
| Over 6 months' notice              | No pay        |

If the Employee does not leave the employ of the Company before the date of layoff set forth in the notice, the Employee will be eligible for any earned severance pay as enumerated in Section 5.4.

- 5.6 Military Service-Leave of Absence: In granting reemployment rights to returning veterans, the Company shall comply with all provisions of statutes and governmental regulations applicable thereto. For example said statutes provide that the Company will credit any Employee re-employed with the time spent in service for the purpose of seniority provisions and salary.

- 5.6.1 The Company and NABET-CWA recognize and support affiliation by Employees with Reserve or National Guard components of the Armed Forces of the United States.

- 5.7 Any Employee may be granted leave of absence for good cause without loss of seniority and other privileges, in effect at time of leave of absence, provided such leave of absence shall be approved by the Company.

- 5.8 Sick Leave: The Company shall provide regular Employees with up to fifteen (15) paid sick days per year, to be used only for bona fide illness or disability. The Company reserves the right to discipline Employees for excessive absenteeism. If an Employee must absent himself or herself from work, the Employee must notify their supervisor as soon as possible but in any case no later than one (1) hour prior to the start of the Employee's regularly scheduled shift.

- 5.8.1 An Employee shall receive eight (8) hours' pay at his regular straight time rate while on sick leave, provided such days are not the Employee's regularly scheduled days off. A part-time Employee will be granted sick leave on a pro rata basis dependent upon his or her regular work schedule.
- 5.8.2 Any unused sick leave credits for preceding calendar years shall be carried over to succeeding years and shall be allowed to accumulate at the rate of fifteen (15) working days per year to a maximum of one hundred thirty (130) days.
- 5.8.3 The Company shall keep the Employee's position available at least twenty-six (26) weeks, or until the Employee receives the last sick leave payment from the Company, whichever is greater.
- 5.8.4 If any Employee shall absent himself because of illness or disability for periods aggregating more than his accumulated sick leave credits in any calendar year, it shall be deemed the right of the Company to determine whether the Employee shall receive pay for further sick leave taken in that calendar year.
- 5.8.5 The Company may request an Employee to validate use of sick leave by requesting a written doctor's certificate after an absence of more than two days.
- 5.8.6 In the event a bona fide illness or disability shall hospitalize an Employee during his vacation, the Employee, upon notification to the Company, shall be placed on sick leave. The unused portion of his vacation shall be rescheduled to another time period mutually agreeable to the Employee and the Company. A doctor's certificate shall be supplied by the Employee attesting the fact that the Employee was hospitalized.
- 5.8.7 Regular Employees may use up to eight (8) sick leave days per calendar year to care for an ill family member, such as a child, parent or spouse.

Adoptive parents and biological fathers may use five (5) days toward paid time off following the birth or adoption of a child.

The Company shall comply with all federal, state and local laws regarding paid leave for Employees.

- 5.8.8 Bargaining unit employees will become eligible for Scripps' Long-Term Disability after six months of short-term disability. Employees' participation in Scripps' Long-Term Disability plan will be subject to the terms and conditions of the plan prevailing during the period of the Employee's participation.

- 5.9 Compassionate Leave: Up to three (3) days, if necessary, shall be allowed an Employee upon notification to the Company in the event a serious illness or a death occurs in the immediate family of the Employee.

Leave of one (1) day shall be allowed an Employee in the event of the birth of a child of the Employee.

- 5.9.1 The immediate family shall consist of the Employee's spouse, his children, his parents, his brothers and sisters, his spouse's mother or father, foster parents, foster children, stepbrother, stepsister.

- 5.10 Jury Duty: The Company will grant jury leave to regular employees in accordance with Company policy. If the Employee is assigned to a trial, the Company will make a good faith effort to schedule the Employee on a Monday through Friday day shift. Hours paid for Jury Duty shall not be considered time worked for the purposes of calculating overtime and/or penalties.
- 5.11 Employees shall receive all benefits given to non-management KGTV employees, at the levels provided to such employees, unless otherwise provided for in this Agreement.

NABET-CWA will be notified of any changes in benefits applicable to non-management KGTV employees.

The Company shall provide a benefits handbook to the Employees.

## **ARTICLE 6**

### **TRAVEL AND USE OF AN EMPLOYEE'S CAR**

- 6.1 The Company will reimburse each Employee for all reasonable necessary and authorized actual expenses when travel by such Employee is required or authorized by the Company, with the exception that no traveling expense shall be allowed for reporting to or from work at the studios or the transmitter, except as provided in Article 9.
- 6.1.1 In the event that the Company shall request an Employee to use his own automobile on Company business, and the Employee shall consent to such use, the Company shall reimburse such Employee in accordance with Company mileage reimbursement policy.
- 6.2 If an Employee has a collision, theft or vandalism while using his or her car on Company business, such use having been approved by the Company, the Company agrees to pay the deductible required by the Employee's automobile insurance policy. The Company shall not be liable in any other manner. Such amount paid is to be repaid to the Company if the Employee receives payment from another party or insurance company.
- 6.3 The Company agrees to reimburse Employees for reasonable, necessary and authorized actual expenses incurred in connection with assigned duties outside of the Station, including room and board, if assigned duties are out of town.
- 6.4 Away Meal Expense Allowance: Employees assigned to scheduled field pickups or other authorized Company business that requires travel and/or work away from the home office overnight shall receive a reimbursement of actual expenses incurred up to Sixty Dollars (\$60.00) per day for meals and incidental expenses for each calendar day that they are away from the home office.
- 6.4.1 The Employee shall submit a statement of his expenses for approval.
- 6.4.2 The term "incidental expenses" as used in this section refers to expenses incurred for personal items such as laundry, telephone calls, tips and transportation.
- 6.4.3 In the unusual case in which an Employee incurs reasonable and necessary expenses in excess of the above allowance, he shall be reimbursed when approved by the Department Head.

- 6.4.4 In the case of a remote in which meals are not readily available, the Company may cater meals in a restaurant, hotel dining room or equivalent accommodation.
- 6.4.5 The Employee shall be given a reasonable advance to cover anticipated expenses for which he shall account upon his return.
- 6.5 When available, the Employee shall stay at a first-class hotel or equivalent accommodations with single occupancy.
  - 6.5.1 Should the Union claim that first-class hotel or equivalent accommodations with single occupancy have not been provided but are available within a reasonable distance of the pickup, a Company representative at the location, in conjunction with a representative of the crew, will investigate and consider such claim immediately. If they agree that such claim is valid, a change of accommodations will be made within twenty-four (24) hours.
- 6.6 Travel Time: Travel time by an Employee shall be credited as follows:
  - 6.6.1 Travel time shall be all that time consumed by an Employee when traveling on Company assignment from his home or home office and return thereto. (Time worked shall be credited in accordance with the requirements of the Fair Labor Standards Act.)

## **ARTICLE 7**

### **COMMITTEE - ARBITRATION - INSPECTION**

- 7.1 Joint Conference Committee: There shall be a joint conference committee of two (2) representatives of the Company and two (2) representatives of NABET-CWA. It shall meet at such regular or stated times as it may decide. It shall also meet within forty-eight (48) hours after notice is given by either party, except that such meetings shall not be held on Saturday or Sunday. All complaints, disputes or questions as to the interpretation, application or performance of this Agreement which are not adjusted between the representatives of NABET-CWA and the Company shall be referred to this Committee. No matter relating to a suspension or discharge shall be considered the subject of a grievance unless complaint is made in writing and delivered to the Company within seven (7) days from the time of the suspension or discharge. No matter other than a suspension or discharge shall be considered the subject of a grievance unless complaint is made in writing and delivered to the Company within thirty (30) days after knowledge of the incident or condition which gave rise to the grievance was known to the Union.
- 7.2 Should this Committee fail to adjust the matter brought before it within seven (7) days after a full submission thereof, NABET-CWA may, by written notice to the Company, refer that matter to an impartial arbitrator who shall be selected by the parties. If the parties fail to agree upon an arbitrator, NABET-CWA may demand a list of qualified arbitrators from the Federal Mediation and Conciliation Service; if the parties fail to agree upon one of the arbitrators on the list, selection shall be made in accordance with the rules of the agency providing the list.
  - 7.2.1 The arbitrator to which any controversy shall be submitted in accordance with this Article shall, insofar as shall be necessary to the determination of such controversy, have authority to interpret and apply the express provisions of this Agreement, but shall not have authority to add to, detract from or alter in any way

any of such provisions. The decision of the arbitrator shall be final, conclusive and binding upon the Company, NABET-CWA and the Employees.

- 7.2.2 The award of the arbitrator in respect of any matter shall not in any case be made retroactive to a date more than sixty (60) days prior to the date on which the grievance was filed by NABET-CWA.
- 7.2.3 Expenses of arbitration, which shall be limited to the fee and travel expenses, if any, paid to the arbitrator, shall be shared equally between the Company and NABET-CWA.
- 7.2.4 Except in unusual circumstances or as agreed between the Company and the Union, arbitrations over discharges shall be commenced no later than sixty (60) days from the date the Union notifies the Company of its intent to arbitrate, as provided above.
- 7.3 Inspection: Any officer or other duly authorized representative of NABET-CWA (not to exceed two (2) in number on any one (1) occasion) shall be admitted to the premises of the Company where Employees are employed under this Agreement at any reasonable time for the purpose of determining the maintenance of wages and working conditions hereunder and for the purpose of checking the performance of this Agreement; provided, however, that such officer or representative shall exhibit evidence satisfactory to the Company of his office and authority, and provided further that such admission to the premises of the Company shall not interfere with the conduct of the Company's business. Any officer or representative so admitted shall comply with all rules and regulations of the Company while on its premises.

## **ARTICLE 8**

### **STRIKE OR LOCKOUT**

- 8.1 NABET-CWA agrees that during the term of this Agreement it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, picketing, sit-down, slow-down or other stoppage, limitation or curtailment of work or production or take part in any picketing, boycotting or other interference with or demonstration against the business of the Company or its operations, either at the studios, the transmitters, or elsewhere.
- 8.2 The Company agrees that during the term of this Agreement it will not engage in any lockout of Employees covered by this Agreement.
- 8.3 A strike by NABET-CWA or a lockout by the Company, caused by the refusal of either party to comply with an award rendered by an arbitrator in accordance with the provisions of this Agreement, shall not be in violation of this Article.
- 8.4 The Company shall not require any Employee covered by this Agreement to work at, go to, or perform any service at, or from, any facility, station or location at which a strike is taking place that has been sanctioned by NABET-CWA.
- 8.5 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, nor shall the Company take any disciplinary action against an Employee for his refusal to cross a picket

line which has been established as a result of any authorized strike by members of the AFL-CIO. However, this section is not to be construed to preclude the Company from covering at the location of a strike any item it deems to be worthy of news coverage. This section shall not cover picketing by any Union or workers at any other establishments along the Company's road easement (known as Air Way) from 47<sup>th</sup> Street.

## **ARTICLE 9**

### **JURISDICTION AND PAY RATES**

- 9.1 NABET-CWA jurisdiction shall include all work in connection with the operation, installation, setting up and/or striking the installation, maintenance, repair, construction and assembly of all electrical equipment used in connection with television broadcast, re-broadcast or transference, television recording and/or re-recording, facsimile; any apparatus by means of which electricity is applied in the transmission or transference of voice, sound, or vision; the design, creation, production and assembly, maintenance and handling of all graphics (including print), sets and props; cuing and prompting talent. Outside contract installation and maintenance is permitted on a spot job basis.

There shall be no transfer of work from NABET-CWA jurisdiction. Nothing herein shall be construed to enlarge or diminish NABET-CWA jurisdiction as set forth above. Work assignments under Article 9.1 will be made without NABET-CWA waiving jurisdiction and without the Company conceding that NABET-CWA has any claim to any such jurisdiction.

The Company will make work assignments to employees, including NABET-CWA represented employees, consistent with the Company's business judgment and in a manner so that NABET-CWA employees shall not be unreasonably or irresponsibly excluded from such assignments.

The Company agrees to engage in cooperative and good faith discussions with NABET-CWA concerning work assignments at the request of NABET-CWA. Both the Company and NABET-CWA are committed to working together in the best interests of viewers, advertisers, and personnel of the Company.

If the Company sells, transfers, or otherwise disposes of the Station to any third party, the Company will give NABET-CWA notice and will, upon request, meet with NABET-CWA to discuss the effects of the change in ownership in addition to engaging in any bargaining required by law. The Company agrees that it will not transfer the location of its operating facilities for the purpose of defeating or evading any of the provisions of this Agreement. Nothing herein shall be deemed to restrict or diminish the Company's management rights as set forth in this Agreement.

- 9.1.1 Up to two (2) designated Engineering and Operations Managers may make recordings of regularly scheduled programs in case of emergency; assist NABET-CWA personnel in installing new equipment; check adjustments done by others on equipment; in an emergency diagnose the source of equipment malfunctions and perform emergency repair on equipment; train and instruct Employees in the performance of routine maintenance; and, on occasion, make checks and adjustments necessary to assure compliance with FCC Standards and Regulations. No Engineering and Operations Managers shall perform work covered by this Agreement by standing a regular shift or so as to reduce the number of Employees needed for its execution. It is further agreed that in the

event an Employee becomes sick on the job, leaves as a result of personal emergency, or is late reporting to work, the Engineering and Operations Managers may perform duties assigned to the affected employee until he or she arrives for work or another Employee can be called in or assigned to cover such Employee's absence.

- 9.1.2 Skilled specialists may work on sets and staging under NABET-CWA supervision on a spot job basis.
- 9.1.3 NABET-CWA Employees shall not be required to perform janitorial services in the studios not directly related to the production of a program. The set-up and removal of KGTV owned tables and chairs in the studio areas is not janitorial services.
- 9.1.4 The Company is permitted to employ outside contract work on a spot job basis in connection with Company graphics, provided that Company equipment is not used.
- 9.1.5 Non-NABET-CWA personnel may use Company print equipment for non-air sales, marketing and internal Company presentations.
- 9.1.6 Commercial Producers may handle props and cue talent on one-camera remotes.
- 9.1.7 News employees may operate, for newscasts and news-based programs ENG cameras and allied equipment assigned to the news department.

News employees may use the above equipment to record audio and video with a single camera in the studio in those situations where trained bargaining unit employees are not available.

"News-based programs" shall include those programs normally and customarily associated with news-based programming and shall not include entertainment oriented programs. Prior to launching a news-based program, the Company will meet with the Union and discuss in good faith the staffing requirements of the program including potential work opportunities for NABET-CWA employees.

- 9.1.8 News employees may operate, for newscasts and news-based programs VCR, disk- and/or memory-based non-linear equipment assigned to the news department. The Company may use NABET-CWA employees for such assignments where trained bargaining unit employees are available.

This work will not supplant work currently being performed by NABET-CWA Employees.

This includes any material shot by news personnel on VCR or disk, reporter tracks, airchecks, and material provided by stringers or other organizations. Incoming ENG feeds may be recorded.

- 9.1.9 News photographers and other assigned news personnel may set up and operate ENG equipment or its replacement in the field necessary for LIVE broadcasts or for relay to the station for recording.

The Pilot and News employees may operate SKY10 ENG equipment or its replacement. The Company may use NABET-CWA employees for SKY10 ENG assignments where trained bargaining unit employees are available.

- 9.1.10 Producers and directors may give program information, instructions and cues (from time to time during a broadcast) over IFB. News personnel may give cues (from time to time during a broadcast), program information or instructions from studio or on scene for live ENG broadcasts or for ENG recording.
- 9.1.11 Non-station personnel may use KGTV ENG equipment assigned to the news department from time to time to prepare news stories. This shall not apply to freelance or interns.
- 9.1.12 LIVE or recorded ENG news material, including portions used on the air and outs, may be used in other programs on KGTV or made available to networks or other TV stations.
- 9.1.13 Creative Services and Operations Department personnel may use equipment in designated edit bays or viewing areas to screen and/or time material.
- 9.1.14 News and Creative Services personnel may input data to character and graphics generators through other computer devices, such as iNews.
- 9.1.15 Weather talent will develop, program, download, sequence, manipulate, and recall graphic material for the weather segment of the program on which they are appearing. Weather talent and Stage Managers will work collaboratively and each will perform significant work and shall not diminish the work of each other under this section.
- 9.1.16 "Studio Nature" refers to the current operation of studio cameras in the KGTV building and shall also include multiple camera switched productions in the field. In such cases, NABET-CWA personnel shall be used to staff the first three (3) studio-type cameras in a multiple camera switched production in the field.
- 9.1.17 Traffic, Creative Services Department employees, and News Department Producers may send a playlist to an audio/video file server and make any required revisions to the playlist. NABET-CWA personnel will confirm all changes, manage and update all playlists and maintain programming and playback control over all file servers and allied gear. Non-NABET-CWA employees may view commercials or program content residing in the audio/video file servers on their individual workstations.
- 9.1.18 NABET-CWA exclusive jurisdiction does not extend to the Internet and mobile platforms. The Company will continue to attempt to utilize unit employees for web-editing and in ENG trucks where appropriate.
- 9.1.19 Creative Services employees may operate any equipment necessary to edit and produce on- and off-air promotional and community affairs programming. Where unit personnel are performing other tasks, Creative Services employees may shoot on- and off-air promotional and community affairs programming.

This work will not supplant the 40 hours of work per week currently being performed by NABET-CWA Employees.

- 9.1.20 All employees may operate consumer-grade cameras, smart phones, tablets, and other similar devices that use IP streaming and delivery systems to provide news footage and content to the Station for air. This work will not supplant work currently being performed by NABET-CWA employees.

The Station may receive content (for recording or live) from employees, viewers, newsmakers, and providers via Social Media, file transfers, fiber connections, IP streaming, and other similar delivery systems to supplement and enhance the on-air product.

- 9.1.21 NABET-CWA and the Company recognize that, due to technological innovations that are occurring in the broadcasting industry and for the Company to realize the full benefit of such new technology and the economies of scale created thereby, it may be necessary during the term of this Agreement for the Company to cluster, consolidate, or centralize certain functions at a location other than KGTV.

To the extent that such action has a negative impact upon bargaining unit work covered by the terms of this Agreement, the Company and NABET-CWA agree to meet and discuss the effects of such actions upon bargaining unit members. In the event that reductions in staffing are required, the Company and NABET-CWA agree to reasonably consider options to a layoff including reassignment or voluntary attrition.

If an employee is reassigned as a result of these actions, the affected employee has the option for sixty (60) days from the initial date of the reassignment, to sever their employment with the Company and receive severance and benefit plan coverage during the severance period as provided in the Company's policies.

- 9.2 Employees shall receive the following minimum weekly rates of pay:

Group 2:        Operations Tech  
                    Graphic Designer

|              | 6/1/2023 | 6/1/2024 | 6/1/2025 | 6/1/2026 |
|--------------|----------|----------|----------|----------|
| 0-1 Years    | \$926    | \$953    | TBD      | TBD      |
| 1-2 Years    | \$980    | \$1,009  | TBD      | TBD      |
| 2-3 Years    | \$1,049  | \$1,081  | TBD      | TBD      |
| 3-4 Years    | \$1,134  | \$1,168  | TBD      | TBD      |
| Over 4 Years | \$1,239  | \$1,276  | TBD      | TBD      |

Group 3:      Technical Director  
                   TOC/Master Control Operator  
                   Art Director  
                   Assistant Director

|              | 6/1/2023 | 6/1/2024 | 6/1/2025 | 6/1/2026 |
|--------------|----------|----------|----------|----------|
| 0-1 Year     | \$1,255  | \$1,293  | TBD      | TBD      |
| 1-2 Years    | \$1,306  | \$1,345  | TBD      | TBD      |
| Over 2 Years | \$1,330  | \$1,370  | TBD      | TBD      |

Group 4:      Media Manager I  
                   Videographer/Editor

|             | 6/1/2023 | 6/1/2024 | 6/1/2025 | 6/1/2026 |
|-------------|----------|----------|----------|----------|
| 0-1 Year    | \$1,422  | \$1,464  | TBD      | TBD      |
| Over 1 Year | \$1,450  | \$1,493  | TBD      | TBD      |

Group 5:      Director  
                   Maintenance Engineer  
                   Media Manager II

|             | 6/1/2023 | 6/1/2024 | 6/1/2025 | 6/1/2026 |
|-------------|----------|----------|----------|----------|
| 0-1 Year    | \$1,504  | \$1,549  | TBD      | TBD      |
| Over 1 Year | \$1,535  | \$1,581  | TBD      | TBD      |

The parties agree to a “wages only” reopener for years three and four of this Agreement and the parties shall meet during the month of May, 2025, to negotiate the applicable wage increase for June 1, 2025 and June 1, 2026.

9.2.1 The Company shall assign Employees to a regular Group based on duties. Employees assigned to positions during a tour of duty in a Group higher than their regular position shall be paid no less than the minimum rate payable in the higher Group for the hours worked in that higher Group or a minimum of four (4) hours, whichever is greater.

Employees who are assigned to work in a higher Group for at least 1 year on a regular basis and at 60% of their weekly hours of work shall be reassigned to the higher Group.

When an Employee has received “higher Group” upgrades for 260 days, the Employee will move to the next level scale in the higher Group for any future upgrades.

Employees may be assigned to perform tasks in Groups lower than their regular position but must be paid no less than the pay rate of their regular position. If the Company fails to replace an Employee who is absent, the Employee who covers

the additional position shall be upgraded to the lowest level in the next highest Group for the shift.

- 9.2.2 The Company may reassign Employees to higher Groups based on the Employee's duties, abilities, performance and tenure with the Company, even though the Employee's job category may not be contained in the higher Group.

The Company may reassign Employees to lower Groups if their job duties are eliminated, or when their job duties change due to lack of ability or performance. The Employee's wage rate will reflect the applicable wage.

The Company shall not reassign Employees to lower groups without just cause.

- 9.2.3 Employees who agree to perform writing and/or producing functions shall be at least a Group 3.
- 9.2.4 For the sole purpose of determining weekly rates of pay, new hires shall receive credit for time worked in a similar position in the broadcast/cable television industry, or broadcast equipment manufacturer (for Maintenance Engineers) at the rate of at least 6 months for each year worked.
- 9.3 One (1) Engineering Technician shall be present at remote control points during program transmission and scheduled test periods.
- 9.4 Employees assigned to a transmitter may be assigned to perform any installation and/or maintenance work in connection with the Technical Plant in which the transmitter is located.
- 9.4.1 An Employee may not be assigned to work beyond the interlock of the protective relay system if such work requires him to bypass the normal interlock functions, unless another Employee is present.
- 9.4.2 An Employee may be permitted to work on a transmitter provided primary power has been removed.
- 9.5 Employees performing work on transmitter towers above twenty-five (25) feet shall receive pay at double their regular straight time rate of pay for time so spent, and such tower work shall be performed on a voluntary basis only.
- 9.6 A Director or Technical Director operates as Crew Chief, is in technical charge of the program and is responsible for the performance of the entire group of technicians whether in rehearsal or "on-the-air" and whether at the studios or a remote location. All assignments other than scheduled duties shall be made through the Director or Technical Director (including technical assignment of equipment), except those made by Operations and Engineering management, who shall notify the Director or Technical Director of adjustments as soon as possible.
- 9.7 The Company may designate regular Technical Directors by giving written notice to the Employee and NABET-CWA. Said notice shall contain the effective date of regular status and from and after that date, the Employee shall receive Technical Director pay on a regular basis.

- 9.8 It shall be the responsibility of the Director or Technical Director to assure that requests on lighting are complied with, consistent with good engineering practices and technically acceptable pictures, and consequently all requests for lighting changes after a show is set up shall be handled through the Director or Technical Director.
- 9.9 There shall be at least one (1) Director, Technical Director or Operations Technician assigned as Director or Technical Director on duty during all program time and/or rehearsal, except during lunch and relief breaks.
- 9.10 Directors or Technical Directors for remotes of more than two cameras shall be assigned from the current pool of permanent Directors, Technical Directors, or an Operations Technician may be upgraded.

## **ARTICLE 10**

### **WORKING RULES**

- 10.1 The Company shall grant, at least two (2) rest periods per day of ten (10) minutes duration. First four (4) hours of the tour of duty shall encompass the first rest period. The next four (4) hours of tour will contain the second rest period, and one rest period for all subsequent four-hour segments of his tour of duty. In extenuating circumstances, this provision may be liberalized by mutual agreement between the Union and the Company.
- 10.2 An Employee shall not be responsible for reasonable errors occurring in assigned functions other than his primary duty.
- 10.3 The Company shall notify the Local President in writing, within seven (7) days of: (a) new NABET-CWA hires, their positions and starting rates of pay; (b) NABET-CWA rehires, their positions and starting rates of pay; and (c) layoffs of NABET-CWA Employees.

As part of new Employee orientation, the Company shall provide up to thirty (30) minutes for the Union to meet with new bargaining unit Employees during regular working hours to discuss union representation and the parties' rights and obligations under the collective bargaining agreement. The meeting shall be held in a private room provided by the Employer and Employees shall be paid for their attendance.

- 10.4 No Employee shall be reprimanded, except in the presence of a Shop Steward or their designee, when possible discharge is involved. For other management-employee discussion the Employee may, at their option, have an available union representative present.
- 10.5 Upon seven (7) days' notice to the Company, two (2) NABET-CWA officials shall be rescheduled to provide time off for official Union business, but the Company shall not incur penalties. As a result of this rescheduling, no additional premium pay shall be paid to the Union official.
- 10.5.1 If seven (7) days' notice cannot be given, the NABET-CWA officials shall request the Company to substitute a competent Employee without cost to the Company. NABET-CWA agrees to make every effort to schedule time off for such official business without undue hardship to the Company.

- 10.6 The Company and NABET-CWA agree that bargaining unit representatives shall participate in the Station Safety Committee which shall be concerned with the establishment and continuance of responsible safety work rules and conditions in all work areas or remotes or at any other locations.
- 10.6.1 The NABET-CWA representatives shall be the Union Steward and/or a designee.
- 10.6.2 The Union shall have the right to grieve any alleged unsafe condition not recognized by the Safety Committee.
- 10.6.3 On the mobile field unit pick ups, a preliminary survey shall be made with regard to insuring full safety for the Employees involved. The Company shall provide Workers Compensation insurance or such other appropriate coverage in accordance with state law.
- 10.6.4 If an Employee is totally disabled as result of an on-the-job accident for 10 weeks or more and receives maximum Workers Compensation for 10 weeks, the Company shall grant the Employee special accident leave in an amount equal to his regular salary for 10 weeks, less accrued sick leave and less Workers Compensation received.
- 10.6.5 First aid kits will be maintained at the transmitter, the engineering office and remote units.
- 10.7 Reasonable comfort at the point of operation: During taping of or live sessions of a show of length of one (1) hour or more, camera crews may use a stool or chair where very little movement of the camera pedestal is necessary to obtain the shots required.
- 10.8 The Company may make, post, and enforce rules affecting Employees covered by this Agreement. Such rules, however, will not be inconsistent with the terms of this Agreement. The Company will send a copy of all posted rules to the Local NABET-CWA President.
- 10.9 All Employees shall be subject to the Company's Controlled Substance Abuse Policy attached as Appendix B to this Agreement. All disciplinary action taken under this section up to and including termination shall be subject to Article 7 of this Agreement. The parties agree to meet and discuss issues associated with any enacted legislation that could impact the Company's Controlled Substance Abuse Policy.
- 10.10 In the event the Company contacts an off-duty Employee in order to obtain technical information or technical support, the Employee shall be paid for all hours worked as required by applicable law and shall receive a minimum of 30 minutes paid time unless the amount of time spent working was insignificant.
- 10.11 The implementation of electronic GPS tracking of Company vehicles is not intended to alter, change or modify the conditions under which Employees are allowed to use Company vehicles. Electronic systems used to monitor the operation of Company vehicles are not, except in cases involving safety or security, intended to be relied upon as the sole means of information upon which disciplinary action is based for driving-related events and any disciplinary action is subject to just cause.

## **ARTICLE 11**

### **MISCELLANEOUS**

- 11.1 Emergency: For the purposes of this Agreement and as used herein, the term “emergency” shall be construed to mean the following: A national emergency, a disaster, a broadcast urgently needed in the public interest, as distinguished from routine special events broadcasts, or such operational emergencies that threaten to put the Station signal or any of its programming off the air.
- 11.2 New Devices: In the event that the Company introduces or uses any process, machinery, equipment or device which substitutes for, supplements or replaces any present process, machinery, equipment or device being operated as of the date of this Agreement by Employees, such process, machinery, equipment or device shall be operated and maintained by Employees if such Employees are capable of performing such work with a reasonable amount of training; provided, however, that the jurisdiction of such devices be included in Article 9.1.
- 11.2.1 Jurisdiction of crane and crab dollies: When the Company rents crane or crab dollies to be used in studio facilities, this equipment will be operated by people in the bargaining unit.
- 11.3 If directed to do so by the Company, an Employee who performs in any manner, by voice or who appears on-camera, partly or wholly, in any production shall be paid an amount agreed upon in advance between the Employee and the Company for any such performance in addition to their regular wages.
- Employees shall have the right to decline the performance or appearance if an amount cannot be mutually agreed upon.
- 11.4 The Company and the Union agree not to discriminate against anyone because of race, creed, color, national origin, age or sex, or permit any condition which would be in violation of any federal, state or local law regarding discrimination.
- 11.5 Nothing in this Agreement shall be construed in any way to conflict with the Company’s obligations under the Americans with Disabilities Act.
- 11.6 The Company agrees to provide reasonable break-in or training period for Employees transferred within a department.
- 11.7 The Company shall furnish suitable clothing for dirty or unusual work.
- 11.8 An Employee who accepts a transfer or promotion to a position outside the bargaining unit shall forfeit all rights accrued as an employee in the bargaining unit unless written agreement of NABET-CWA is obtained prior to transfer or promotion.
- 11.9 There shall be at least two (2) Employees on duty when maintenance work on hazardous electrical equipment is being performed.
- 11.10 The Company may implement a training program with the following provisions:

NABET-CWA agrees that the provisions of Article 2 of this Agreement will not apply to trainees. The program will be operated by the Company and the training period will be no longer than six (6) months per individual.

Trainees assigned to the Unit will be allowed to work with the appropriate members of the Unit. It is understood that the trainee will not replace an Employee, but in order to gain experience, will be permitted to operate equipment and to perform work but shall not perform such operations and/or work alone.

Trainees may be terminated from their positions at the discretion of the Company and they have no rights under Article 7 of this Agreement. At the end of the training period, or at any time, the Company may classify a trainee as an Employee covered by the terms of this Agreement, assigning such Employee to the appropriate job classification and pay scale. No seniority, as defined in Article 5 of this Agreement, shall be accumulated for any time spent as a trainee.

**ARTICLE 12**

**DURATION**

12.1 This Agreement shall take effect June 1, 2023 and shall remain in effect until May 31, 2027 and thereafter from year to year, unless either party desiring to change or terminate this Agreement notifies the other party in writing no less than sixty (60) days prior to May 31, 2027 or May 31 of any subsequent year. Collective bargaining negotiations shall commence within the 60-day notice period.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties hereto by their respective officers, thereunto duly authorized as of the day and year first above written.

NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS, THE BROADCASTING  
CABLE TELEVISION WORKERS  
OF THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO

SCRIPPS MEDIA, INC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
International Representative

\_\_\_\_\_  
Vice-President & Divisional General  
Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
President, Local 54

\_\_\_\_\_  
Witness

DATE: \_\_\_\_\_

\_\_\_\_\_  
NABET-CWA Sector President

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SCRIPPS MEDIA, INC. (KGTV)**

**AND**

**NATIONAL ASSOCIATION OF BROADCAST  
EMPLOYEES AND TECHNICIANS  
THE BROADCASTING AND CABLE TELEVISION WORKERS  
OF THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

The parties agree that:

- (1) Section 1.4 does not mean that either party waives the right to bargain collectively with respect to any subject matter not referred to or covered in the Agreement.
- (2) The word “regular” in Article 3 may not be construed to permit the Company to unilaterally reduce the eight-hour day or forty-hour week.
- (3) The turnaround pay provided in 3.5 and 3.5.1 does not apply to an employee whose request for a schedule change is granted, nor to an employee who consents to have his schedule changed in order to accommodate the request of another employee. This paragraph does not apply to requests granted pursuant to Section 3.4.4.
- (4) Excused absences shall be considered “hours” as defined in Sections 3.8.1 and 3.8.2
- (5) The masculine, feminine, and neuter import one another.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties hereto by their respective officers, thereunto duly authorized as of the day and year first above written.

NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS, THE BROADCASTING  
CABLE TELEVISION WORKERS  
OF THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO

SCRIPPS MEDIA, INC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
International Representative

\_\_\_\_\_  
Vice-President & Divisional General  
Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
President, Local 54

\_\_\_\_\_  
Witness

DATE: \_\_\_\_\_

\_\_\_\_\_  
NABET-CWA Sector President

**Scripps Media, Inc., KGTV  
And  
NABET-CWA, Local 54**

**Memorandum of Agreement**

Scripps Media, Inc., KGTV ("Company") and NABET-CWA, Local 54 (the "Union") (collectively the "Parties") agree as follows with regard to assignment of work under Article 9.1.18 of the Parties' Collective Bargaining Agreement (the "Agreement").

For the term of the current Agreement, bargaining unit members will continue to perform the following work to the extent that such work continues to be available and qualified employees are available to perform such work:

- Without conceding any claim of jurisdiction under Article 9.1.18, the Company agrees to train and assign bargaining unit employees to perform web-based editing (populating the website with internally or externally sourced wire copy) and other Internet and mobile platform work that is of the same character as bargaining unit work set forth in Article 9.1. Consistent with its current business need, the Company will continue to utilize bargaining unit employees for web-based editing work for eighteen (18) hours or more per week. In the event that the current business need changes during the term of this Agreement, the parties will meet to discuss alternatives.
- Regarding Studio Nature productions as defined under Article 9.1.16, the Parties agree to meet in advance and discuss work assignments associated with Studio Nature field productions to ensure that such assignments are consistent with business judgment and that NABET-CWA employees are assigned work consistent with the requirements of Article 9.1.16.

The Parties further agree to meet in good faith and discuss issues concerning work assignments regarding either Article 9.1.16 or 9.1.18 upon request by either the Company or the Union.

AGREED:

NABET-CWA:

SCRIPPS MEDIA, INC., KGTV:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
International Representative

\_\_\_\_\_  
Vice-President & Divisional General  
Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
President, Local 54

\_\_\_\_\_  
Witness

DATE: \_\_\_\_\_

\_\_\_\_\_  
NABET-CWA Sector President

**Scripps Media, Inc., KGTV**

**And**

**NABET-CWA, Local 54**

**Memorandum of Agreement**

Scripps Media, Inc., KGTV ("Company") and NABET-CWA, Local 54 (the "Union") (collectively the "Parties") agree as follows regarding the implementation of Scrippscast under the Parties' Collective Bargaining Agreement (the "Agreement").

The Parties agree that Scrippscast will continue to be utilized and implemented consistent with current practice. In the event additional issues concerning the assignment of work utilizing Scrippscast arise during the term of the Agreement, the Parties shall meet and discuss such issues with advance notice from the Company.

AGREED:

NABET-CWA:

SCRIPPS MEDIA, INC., KGTV:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
International Representative

\_\_\_\_\_  
Vice-President & Divisional General  
Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
President, Local 54

\_\_\_\_\_  
Witness

DATE: \_\_\_\_\_

\_\_\_\_\_  
NABET-CWA Sector President

## **Controlled substance and alcohol abuse**

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### ***Policy***

The company is interested in the safety, productivity and general welfare of all employees. To this end, the company's goal is to provide a controlled substance and alcohol-free workplace. This policy will apply to all regular full-time, part-time or temporary (seasonal/casual) employees. This policy is in compliance with all rules and regulations of the Department of Transportation (DOT), the Federal Highway Administration (FHWA) and all applicable state and federal legislation.

This policy may be changed, amended, modified, revised or updated at any time at the sole discretion of the company or in order to comply with federal mandates or regulations.

### ***Distribution of policy***

In order to ensure that all affected applicants and employees are properly notified of the policy, the company will post a copy of the policy in an appropriate and conspicuous location on company premises. The company will distribute copies of the policy as well as any other materials on the adverse consequences of controlled substance and alcohol abuse to all affected employees. Prior to testing under this policy, applicants and employees will be required to complete a Certification and Release Statement.

### ***Employee counseling and rehabilitation***

The company recognizes that alcohol and drug problems are often treatable. Confidential assessment, counseling, and, in some cases, referral to an outside agency for treatment or specialized help are among the services provided through our Life Management Program (LMP). The company encourages employees to seek confidential assistance from the LMP if they feel they or a family member may have a drug or alcohol dependency problem.

Employees who voluntarily seek treatment for drug or alcohol abuse before the company discovers the prohibited conduct will not be subject to discipline or the ending of employment as a result of such voluntary disclosure. Employees seeking such treatment may apply for a leave of absence and may be eligible for other company benefits during this time period. Requests to return to work following such treatment will be reviewed on a case-by-case basis. If the request is approved, the employee must pass a return-to-work drug and alcohol test and agree to remain drug and/or alcohol free. The employee may be subject to unannounced periodic drug and alcohol testing for a period of up to 5 years. Failure to comply with prescribed treatment or aftercare plans or failure to take a test will result in the ending of employment.

Participation in the LMP will not jeopardize employment or future advancement, but it also will not exempt employees from corrective action for substandard job performance or violation of company policies.

### ***Awareness and training***

Supervisors and managers will receive training in the identification of the signs of drug and alcohol abuse through in-house seminars and other training materials.

***Searches***

In order to provide a safe working environment, the company reserves the right to conduct inspections on company premises. Consistent with the principles of the company's "Code of Conduct" and all state and local laws, property that an employee might consider his or her own, such as a desk, e-mail, voice mail, computer files and lockers is actually company property. The inspection may be conducted with or without notice being given to the employee, provided that when searching a locked item, the company will make a good faith effort to notify the appropriate employee. In an emergency, no attempt to notify is required.

The company may also inspect any objects brought onto or from company premises and personal vehicles parked on company property. Notice will be provided to the employee prior to such an inspection, unless there is reasonable cause to suspect criminal activity.

***Contractors/vendors***

Contractors and vendors are expected to remain drug and alcohol-free while representing the company, working on its premises or rendering services to the company.

***Questions/policy review***

Employees who have a question about this policy should contact their supervisor, department head, or human resources representative.

The corporate risk management and human resources departments will review and update this policy as required by legislative changes.

***Confidentiality***

All information, reports and drug test results received by the company as a result of this policy are confidential. Such information will only be divulged to designated management who have a legitimate reason to know or as required by law.

***Definitions***

For the purpose of this policy, the following definitions apply:

**CDL:** refers to a commercial driver's license (CDL)

***Drug and alcohol testing***

Urine drug tests and breath alcohol screenings will be conducted in strict compliance with appropriate methodology and any applicable state and federal regulations. A medical review officer (MRO) will also be utilized to verify positive test results. Failure to submit to such tests or screenings when required under the terms of this policy will ordinarily result in the ending of employment.

- **Applicants:**

Offers of employment will be conditioned upon the applicant successfully passing a test for the illegal use of drugs. This test will be in compliance with all DOT regulations. An

offer of employment will be rescinded should the applicant refuse to take the test or fail the test. Pre-employment testing applies to regular full-time, part-time and temporary (seasonal/casual) employees who are hired or rehired.

Applicants will not be allowed to drive a company commercial vehicle, including pre-employment road testing, until they have successfully passed the pre-employment drug test.

Applicants who are not extended an offer of employment because of failing or refusing to take the required drug test may reapply for employment no sooner than one year after the company receives notice of the failed drug test or refusal to take the test.

An employee who operates a company non-commercial vehicle and is subsequently required to obtain a CDL and is assigned to drive a commercial vehicle will be required to submit to a DOT drug test before being permitted to drive the commercial vehicle.

- **Current employees:**

Regular full-time, part-time and temporary (seasonal/casual) employees who are required to drive a company vehicle or personal vehicle for company business will be required to submit to drug and alcohol screening under the following circumstances:

- **Post Accident** - Benefits under some state workers' compensation statutes may be either reduced or not allowed if the employee's accident is due to drug and/or alcohol abuse. Employees will be tested for alcohol and drugs within the time frames established by the DOT when either:
  - The employee receives a citation under state or local law for a moving traffic violation while operating a company vehicle or while driving a personal vehicle for company business and (1) there is physical injury to either party requiring off-site medical attention (other than first-aid), or (2) there is property damage requiring any vehicle to be towed away from the accident site; or
  - The accident results in a fatality if mandated or if there is reasonable suspicion.

In addition, an employee, whether or not required to drive a company vehicle or personal vehicle for company business, will be tested pursuant to company policy when:

- An incident involves actual or potential significant damage to company equipment, buildings or products;
- An incident involves personal injury where off-site medical attention other than first-aid is required; and
- There is reasonable suspicion, on the part of the law enforcement officers or the company manager reviewing the accident, to believe the employee was negligent and may be under the influence of drugs and/or alcohol.

An employee's failure to report an accident to the appropriate company official or follow the company's instructions concerning post-accident testing procedures shall be considered a refusal to submit to testing.

The company will conduct post-accident controlled substance testing as soon as possible, but no later than 32 hours after an accident. Moreover, the company will conduct post-accident alcohol testing as soon as possible, but no later than eight hours after an accident. In the event an employee is so seriously injured that the employee cannot provide a test specimen at the time of the accident, the employee will be required to provide the necessary authorization to the company for obtaining medical records or other documents indicating whether the employee was under the influence of alcohol or a controlled substance at the time of the accident.

- **Random Drug Testing**

All employees assigned to drive a company commercial vehicle will be included in the company's random drug selection pool which includes other commercial vehicle drivers who are subject to such testing. Random drug testing is administered at a minimum annual rate of 50% of the average number of commercial driver positions in the company.

Random drug testing may be performed at any time while the driver is at work including times when the driver is performing non-driving duties.

- **Random Alcohol Testing**

All employees assigned to drive a company commercial vehicle will be included in the company's random selection pool comprised of commercial vehicle drivers who are subject to such testing. Random alcohol testing is administered at a minimum annual rate of 10% of the average number of commercial driver positions in the company.

Random alcohol tests will only be administered while the driver is performing safety sensitive functions, immediately prior to performing, or immediately after performing safety sensitive functions (as defined in FHWA regulations 49 CFR, Part 382.107).

In both drug and alcohol testing, random selection of drivers to be tested will be conducted by an outside agency in accordance with DOT and FHWA regulations. All tests and procedures will conform to DOT and FHWA regulations.

- **Reasonable Suspicion**

A decision to test for drugs or alcohol will be based on observations concerning the appearance, behavior, speech, or body odors of the employee. A test will also be administered if an individual is observed to have drugs, alcohol or drug paraphernalia in the workplace or is seen with someone who is in possession of the same. Conduct believed to exemplify "reasonable suspicion" will be witnessed by two supervisors whenever possible. The supervisors will be trained in the identification of signs

indicative of drug and alcohol use. If reasonable suspicion exists, an employee must submit to testing and the employee must be transported immediately to a collection site for testing.

An employee who is requested to undergo a reasonable suspicion test will be placed on an unpaid administrative leave pending the results of the test. If the results are negative, the employee will be reinstated with back pay.

### ***Corrective action***

#### ***Positive Test Results***

The company has a zero tolerance for alcohol and/or drug abuse by employees. Any employee involved in any of the following activities will be in violation of the company policy:

- The use, possession, manufacture, purchase, sale or distribution of illegal drugs or being under the influence of illegal drugs;
- The unauthorized possession, use, sale or distribution of alcoholic beverages or being under the influence of alcohol while on company time, company business, company premises or in company vehicles.

Any employee found to be in violation of the company's controlled substance and alcohol policy is considered to have committed serious misconduct and will be subject to corrective action up to and including ending of employment.

#### **• Positive Drug Test Results**

**First offense:** While the company retains the discretion to terminate employment or take other appropriate action, ordinarily an employee who tests positive for illegal drugs or who is identified as misusing or abusing legally prescribed or over-the-counter medication (as determined by the medical review officer), will be suspended without pay pending an evaluation by an LMP-approved substance abuse professional and/or medical review officer. Should this evaluation result in the determination that the employee requires inpatient or outpatient treatment prior to returning to work, and the employee agrees to cooperate, the employee will be placed on a leave of absence and may be eligible for other company benefits during this time period.

Should this evaluation result in the determination that no rehabilitation is needed, the employee is eligible for reinstatement provided he or she passes a return-to-work test.

Refusal to take the test or to seek the assistance of LMP within five days from the date of the verified positive drug or alcohol test will result in the ending of employment.

**Second Offense:** While the company retains the discretion to terminate employment or take other appropriate action, ordinarily an employee who tests positive for drugs for a second time will be terminated.

- **Positive Alcohol Test Results**

**First offense:** While the company retains the discretion to terminate employment or take other appropriate action, ordinarily an employee whose breath alcohol test results are .02 to .0399 will be suspended without pay for 24 hours. Ordinarily, test results of .04 and above will result in suspension without pay and referral to an LMP-approved substance abuse provider. Should the evaluation result in the determination that the employee requires inpatient or outpatient treatment prior to returning to work, and the employee agrees to cooperate, the employee will be placed on a leave of absence and may be eligible for other company benefits during this time period.

**Second offense:** Employees who test positive for alcohol at .02 to .0399 a second time will be subject to discipline up to and including the ending of employment. Ordinarily, employees who test positive for alcohol at .04 or above a second time will be terminated.

- **Return to Work**

Each request to return to work will be reviewed on a case-by-case basis. If the request is approved, the employee must pass a return-to-duty drug and alcohol test and will be subject to at least six unannounced periodic follow-up tests during the first year after return. The employee may also be subject to such unannounced testing for a period of up to five years. An employee who fails to comply with the prescribed treatment or aftercare plan or who refuses to take a test or tests positive for drug or alcohol use in the future will be terminated.

***Arrest/Conviction for Drug or Alcohol-Related Offense***

- **On/Off Duty "Driving Under the Influence" (DUI Alcohol-Related))**

Employees who are required to drive their own personal vehicle or company vehicle for business purposes and who are arrested for an alcohol-related reason while on company or personal time must report the arrest to their immediate supervisor by the next business day. If the arrest is not reported, the employee will be subject to corrective action, up to and including the ending of employment.

While the company retains the discretion to terminate employment or take other appropriate action, ordinarily an employee who is subsequently convicted of the charges and there are no other violations of the company's controlled substance and alcohol abuse policy, will be referred to an LMP-approved substance abuse provider. Should the evaluation result in the determination that the employee requires inpatient or outpatient treatment prior to returning to work, and the employee agrees to cooperate, the employee will be placed on a leave of absence and may be eligible for other company benefits during this time period. Each request to return to work after such treatment will be reviewed on a case-by-case basis. If approved, the employee must possess a valid driver's license and pass a return-to-work drug and alcohol test. The employee will also

be subject to unannounced periodic follow-up testing for a period of up to five years. Refusal to seek the assistance of LMP and complete any prescribed treatment plan or aftercare program will result in the ending of employment. Employees who refuse to take a test or fail a test will be terminated.

- **On/Off Duty Drug-Related Arrest/Conviction**

Any employee who is arrested for a drug-related reason while on company or personal time must report the arrest to his or her immediate supervisor by the next scheduled work assignment. If the arrest is not reported, the employee will be subject to corrective action, up to and including the ending of employment.

While the company retains the discretion to terminate employment or take other appropriate action, ordinarily an employee charged with a violation of a criminal drug statute, on or off duty, will be suspended pending completion of the company's investigation. This investigation may be deferred until the legal process has been completed. The company will ordinarily not continue to employ any employee who is convicted of conduct contrary to drug statutes or who pleads "no contest" to such a charge. Employees have up to five days to report such a conviction to the company.