

FISHER BROADCASTING - SEATTLE TV, LLC
and
LOCAL UNION NO. 46
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

THIS AGREEMENT is made and entered into by and between Fisher Broadcasting-Seattle TV, LLC (hereinafter called the "Employer"), and LOCAL UNION NO. 46 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter called the "Union") as the sole collective bargaining agent for all employees as hereinafter defined, now and hereafter employed by the Employer.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Television Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the public. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. To these ends this Agreement is made. Where the pronoun "he" or "she" or any derivation thereof is used herein, they are intended to apply to all employees without reference to sex.

ARTICLE 1

Duration, No Strike – No Lockout

1.1 Except as otherwise provided herein, this Agreement when signed by the parties shall take effect on October 1, 2010 and shall remain in effect to and including September 30, 2013 and shall continue in effect from October 1 through September 30 of each year thereafter unless changed or terminated in the manner hereinafter provided.

Should either party to this Agreement desire to adjust wages, terms or terminate this Agreement, it shall notify the other party in writing at least sixty (60) days prior to September 30, 2013 or September 30 of any subsequent year. If the parties do not reach an Agreement with respect to such proposed changes then the unresolved issues shall be submitted directly to mediation.

In the event the parties cannot agree upon the adjustments that are to be made by the expiration date of this agreement, either party may at any time thereafter and prior to an agreement being reached, upon giving the other party at least thirty (30) days prior written notice, terminate the contract. Nothing within this paragraph shall be construed as in any manner limiting the non-opening party from making proposals for changes or adjustments to the prior Agreement.

Amendments and adjustments to this Agreement can be made at anytime by mutual consent of the parties hereto.

1.2 It is hereby agreed that so long as the Employer lives up to and complies with Article 4 of the Agreement, the Union will in all respects fulfill its obligations hereunder, and will take no action interrupting the service or operations. Similarly, so long as the Union lives up to and complies with the terms of Article 4, the Employer will in all respects fulfill its obligations hereunder, and will not institute a lockout against the Union.

ARTICLE 2
Scope of Bargaining Unit; Union Membership

2.1 The Employer recognizes the rights of its employees to self-organization and to bargain collectively through representatives of their own choosing. Local Union #46 of the International Brotherhood of Electrical Workers is hereby recognized as the bargaining agent for all full-time and regular part-time Television News ENG coordinators and Television News Broadcast Technicians employed by the Employer at its facility located at 140 4th Avenue North, Seattle, Washington; excluding all other employees, employees covered under other collective bargaining agreements, employees who drive and operate microwave and satellite trucks (including photographers and others setting up stinger shots), managerial employees, confidential employees, casual employees, contract workers, guards, and supervisors as defined in the Act.

2.2 The Employer agrees to meet and confer with representatives of the Union at reasonable times on any and all questions or matters relative to the terms and conditions of this Agreement. Should any Employee, acting in an official capacity as a representative of the Union, confer with the Employer during regular working hours, he may do so without loss of time or pay.

2.3 All employees covered by this Agreement shall be required to become and remain members of the Union in good standing as a condition of employment during the term of this Agreement. Employees who are not members of the Union shall make application for membership therein not later than thirty-one (31) days after employment, or the legally effective date of this Section, whichever is the later.

2.4 It is the intention of the parties to cooperate in the matter of securing competent employees. To that end, the Employer will notify the Union when bargaining unit job openings become available. The union will make every effort to assist the Employer with finding qualified employees.

2.5 The Company agrees to advise all new employees or recalled employees covered by this Agreement of the union security provision by presenting them with a form to be provided by the union. A copy of such form signed by the new employee will be provided to the Union.

ARTICLE 3
Management Functions

3.1 The management of the business and the direction of the workforce, including the right to plan, direct and control plant operations and maintain order; the right to hire; the right to schedule and assign work to employees, except as otherwise expressly provided in this Agreement; the right to promote and demote; the right to determine the means, methods, processes and schedules of production; the right to determine the products to be manufactured or services to be performed; the right to determine whether to make or buy; the right to determine the location of plants and the continuance of any departments; and the right to establish production standards in order to maintain the efficiency of the employees are rights belonging to the Company and are not subject to the grievance procedure set forth in this Agreement. It is understood, however, that in the exercise of the foregoing functions, the Company shall observe the provisions of this Agreement.

ARTICLE 4
Settlement of Disputes

4.1 If any question shall arise concerning the interpretation or application of this Agreement, it shall be taken up between the employee, with or without the Union Steward and/or the Business Representative of the Union as the employee may elect, and his/her supervisor or his/her designated representative within fifteen (15) calendar days from the date on which the question arose, or the date on which it should have reasonably been known that a question existed.

4.2 If any question of interpretation or application of this Agreement is not settled under 4.1 above, it shall be submitted in writing by the employee or the Union, within thirty (30) calendar days from the date the question was first taken up with his/her supervisor or his/her designated representative, as provided under 4.1 above, to the Personnel Manager or his/her designated representative. The employee may submit a copy of such grievance to the Business Representative of the Union.

4.3 Any such question as to interpretation or application of this Agreement which is not settled in accordance with the foregoing sections of this Article may be appealed to arbitration, providing written request is made to the other party within forty-five (45) calendar days after the question was first taken up with his/her supervisor or his/her designated representative as provided for under 4.1 above. In the event of any such request for arbitration, the Company and Union shall attempt to agree upon a mutually satisfactory arbitrator. If the parties are unable to agree upon a mutually satisfactory arbitrator within ten (10) calendar days after written request to arbitrate, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names from which the arbitrator shall be chosen by each party alternately striking names.

4.4 The arbitrator shall have no power to change, alter, amend, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the respective parties, and such decision within the limits herein prescribed, shall be final and binding on the parties to the dispute. If a matter is submitted to arbitration, the cost of the arbitrator (arbitrator's fees and expenses) shall be borne by the party whose position in the dispute is not upheld by the arbitrator's decision. If a dispute on the responsibility for the cost arises, the arbitrator shall decide.

4.5 Any arbitration under this Agreement shall be limited to matters of interpretation or application of the specific terms of this Agreement. In event the Company has a question concerning the interpretation or application of this Agreement, it will be processed by submitting the question in writing to the Business Representative of the Union, and in event the question is not settled within forty-five (45) calendar days, 4.3 and 4.4 above may be applied.

4.6 Failure to take up any question within the time limits as set forth herein shall be considered as a waiver of the right to further processing of the question except in cases where a "continuing question" exists and in such cases of "continuing questions" claims for retroactive application shall be limited to forty-five (45) calendar days prior to the date the question was first taken up pursuant to 4.1 above.

ARTICLE 5
Hours of Work, Overtime and Penalty Rates,
Rest Periods, Holidays, and Sick Leave

5.1 The normal workweek of full-time employees shall be 40 hours of work within either 4 or 5 consecutive days, giving employees either 3 or 2 consecutive days off. The Union recognizes the importance of scheduling flexibility to the company in order to accomplish daily tasks of station operation. The company recognizes the importance of creating an orderly schedule of shifts for its full-time employees. To that end, the company agrees to make every reasonable effort when scheduling in advance to allow for consistent shift start times for those who desire it. This may involve the use of part-time employees to fill irregular shifts, or a four-day, ten-hour shift when the workload would support it. Also, the company will endeavor to notify employees in advance when their normal work assignment or work schedule could change due to programming changes, vacations, or illness of other employees. Employees shall be given at least twenty-four (24) hours notice of change in shift.

5.2 Time worked in excess of forty (40) hours during a normal workweek shall be paid for at time and one-half (1-1/2) times the regular hourly rate. Only time actually worked shall be counted toward the forty hours.

5.3 Recognized holidays shall be New Year's Day, Martin Luther King Junior's Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and one (1) floating holiday to be scheduled in the same manner as vacation. It is agreed that employees will receive a week's vacation in lieu of holiday pay for Martin Luther King Junior's Birthday, President's Day, Memorial Day, Fourth of July, and Labor Day.

5.4 Each employee who performs work on Thanksgiving, December 25 and January 1 of each year shall receive double their actual rate of pay for all such hours worked. In the event any of the foregoing holidays falls on an employee's days off or during vacation, he or she shall receive an additional eight hours of vacation credit (ten hours for those working a 4/10 schedule). If not required to work at all on any of these holidays that fall during an employee's regular workweek, the employee shall receive holiday pay at straight time for the number of hours the employee would normally have worked on that day.

Work performed between 7:00 P.M. and 12:00 Midnight on Christmas Eve and New Year's Eve will be paid at double the employee's actual rate of pay.

5.5 Payment of overtime/premium time/penalty time shall not be duplicated. To the extent that hours are compensated for at such rates under one provision, they shall not also be counted as hours worked in determining compensation under the same or any other provision provided that, in such cases, the highest applicable rate shall be paid. In all cases where overtime/premium time/penalty time is required by law, the amount required to be paid by law shall be credited against the amount required by this Agreement so that there shall be no duplication. Further, it is understood and agreed that in event the application of any law would result in overtime/premium time/penalty time being duplicated, then any portion of this Agreement so affected shall be considered not in effect in such instances.

5.6 All employees covered under this Agreement shall receive sick leave and bereavement leave/benefits in accordance with the Employer's policy(s).

5.7 All employees shall receive a minimum of the equivalent of four (4) hours straight-time pay at the contract rate for any time they are called back to duty after being released from duty for the day. Any employee who is called to work on his days off shall be guaranteed a minimum four (4) hours at the applicable rate.

5.8 The work schedule of any employee who is scheduled to work eight (8) hours per day shall begin no sooner than ten (10) hours after the conclusion of his or her previous continuous work assignment; if an employee has less than ten (10) hours time off between a continuous shift, the time falling within the ten (10) hour period shall be paid for at time and one-half (1-1/2) the straight-time contract rate. The work schedule of any employee scheduled to work ten (10) hours per day shall begin no sooner than twelve (12) hours after the conclusion of his or her previous continuous work assignment; if an employee has less than twelve (12) hours time off between a continuous shift, the time falling between the twelve (12) hour period shall be paid for at time and one-half the straight-time contract rate. This requirement shall not apply in the event

of emergencies or similar extraordinary requirements as mutually agreed upon between IBEW and the Company.

ARTICLE 6
Wages and Compensation

6.1 Employees covered by this Agreement shall be classified and paid minimum hourly wage rates as follows:

<u>Classification</u>	<u>10/1/10</u>	<u>10/1/11</u>	<u>10/1/12</u>
News ENG Coordinator	\$21.43	\$22.07	\$22.73
News Broadcast Technicians	\$19.29	\$19.87	\$20.46

6.1.2 Effective the date of ratification, 10/1/11 and 10/1/12, employees will receive either the classification rate in section 6.1 above or a three percent (3%) increase on their actual rate, whichever is greater.

6.2 News Broadcast Technicians operate microwave and/or satellite transmission and receiver equipment including, but not limited to, portable 2/7/13 Ghz microwave and C/KU band satellite transmission and/or receiver equipment; assess need for vehicle maintenance; coordinate setup for live shots; secure safe location including safety of crew, running of cables and associated equipment in consideration of public and private property, public safety; load and unload equipment for live shots such as lights, monitors, cabling for audio and video signals/feeds and associated photographers to provide tools needed to work on location; printers, tape stock, phones, radios, edit equipment, replacement batteries, ink stock/paper for printers.

News ENG Coordinators operate all microwave and/or satellite transmission or reception equipment in the "ENG Command" center; coordinate and oversee all live and recorded microwave, satellite and fiber feeds.

The Employer recognizes the primary role of bargaining unit employees in operating microwave trucks. It is understood, however, that these job descriptions are not intended to limit the ability of other employees to drive and operate microwave trucks.

In the case that the Employer assigns a non-unit employee to drive and/or operate a combination microwave/satellite truck, such employee may drive and/or operate the microwave equipment but may not operate the satellite equipment in the combination microwave/satellite truck.

Without any limitation on the foregoing, the classifications of News ENG Coordinator and News Broadcast Technician shall not be construed as limiting the work normally performed by employees in these classifications only to employees in these classifications. It is understood that other bargaining unit or non-bargaining unit employees may perform Broadcast Technician work

without regard to whether any bargaining unit employees are laid off as a result, or are on layoff status at the time of the performance of such work by non-bargaining unit employees or others, except as modified by Side Letter 1.

It is not the intent of the Employer to displace or replace bargaining unit members from their primary role in the News ENG Coordinator classification, but rather to supplement the ability of the department to gather overall news product. Although no reduction in work force throughout the News ENG Coordinator classification will occur as a result of the application of Article 6.2, the Company retains at all times its right and authority to adjust the workforce-at-large throughout the station in keeping with Company directives.

The Union agrees that it will not use the Employer's application of Article 6.2 or Side Letter 1 as a means to attempt to represent or claim jurisdiction over any employee(s) not represented by the Union through accretion, unit clarification procedures or contract grievance procedures. It is understood that any employee assigned to perform solely the functions of News Broadcast Technician is subject to the Union Security provision of Article 2. The Union does not waive its right to file a grievance over alleged violations of the terms of Article 6.2 and Side Letter 1. The Company recognizes the National Labor Relations Act, Section 7 rights of all its employees, including those in unaffiliated departments and classifications.

6.4 Employees temporarily assigned to work in a classification with a lower rate of pay shall maintain their regular rate of pay while working in the lower classification. Employees substituting in a classification with a higher rate of pay shall be paid the rate of the higher classification. The higher rate shall not, however, be paid when an employee is training for the higher classification.

6.5 The company reserves the right to assign employees to duties outside the normal scope of their classifications in order to avoid layoffs or reductions in hours of employees or to assure the efficient operation of the station, unless prohibited by another collective bargaining agreement. Nothing herein shall be construed as requiring the company to undertake any one or all of these actions if, in the opinion of management, such assignments to duties outside the normal scope of their classifications is not in the best interest of the company.

6.6 Employees are responsible for complying with driving safety and insurance requirements of the company and/or insurance carrier. Employees denied insurance coverage may be terminated immediately.

6.7 Reimbursement for the use of an employee's own automobile and for other expenses related to travel shall be in accordance with Company policy.

6.8 Part-time employees shall be paid the same contract hourly rate of pay as regular employees, except that:

a) for part-time employees regularly scheduled to work thirty (30) hours or more, but less than forty (40) hours per week, holiday, sick leave, and vacation benefits shall be prorated based on the part-time employee's number of hours worked; and

b) part-time employees regularly scheduled to work less than thirty (30) hours per week shall receive an additional \$1.25 per hour above the regular contractual wage rate in lieu of prorated vacation, holidays, and sick leave.

6.9 Temporary employees hired full-time for a period of less than ninety days, or temporary part-time for a period less than six months, to fill a temporary need, shall not be subject to the terms of this agreement. In the event that a temporary employee is employed for a period longer than the applicable ninety day or six month period, such employee shall be considered a regular employee subject to the terms of this agreement beginning on the 91st day of employment (six months plus one day for part-time). It is understood that the use of temporary employees shall not be used by the Company to permanently replace regular full or part-time employees or to reduce the number of full time staff employed by the company. For purposes of determining the completion of the ninety or six-month periods in this section, actual hours worked will be counted.

6.10 Wages will be paid at any time the employer elects, but not less than semi-monthly unless agreed otherwise by the company and union.

ARTICLE 7

Vacations

7.1 Each employee who has completed one year of service with the company shall be allowed three (3) weeks' vacation with pay per vacation year. (One week of this vacation is granted in lieu of the following holidays: Martin Luther King's Birthday, President's Day, Memorial Day, Fourth of July, Labor Day) Each employee who has completed five (5) years of service shall be allowed four (4) weeks' vacation with pay. Any regular full-time employee, following the completion of fifteen (15) years' of continuous full-time service shall be granted five (5) weeks' vacation with pay.

7.2 Each employee may carry over a maximum of forty (40) hours of vacation time off with pay into the next calendar year. Accumulated vacation pay will be paid upon termination, except that an employee leaving on his/her own volition without giving two (2) weeks' notice without good reason shall not be entitled to accumulated vacation pay.

7.3 Vacations shall be taken at a time mutually agreed upon between the Company and the employee. Two employees may request vacation time off to be taken at the same time. During sweeps months (February-May-November) one employee can request time off to be taken during one of those months. Any unused/accrued vacation above the allowed forty (40) hour rollover at calendar year end will be addressed on a case-by-case basis between the Company and the employee to prevent a loss of unused/accrued vacation hours.

7.4 Employees desiring additional vacation without pay may so request, and such vacation will be permitted, within limitations, depending upon operational circumstances and other considerations.

ARTICLE 8
Termination - Seniority - Probationary Period

8.1 An employee may be terminated only for cause or lack of work. It is understood and agreed that, merit and ability being equal, seniority shall govern layoffs and rehiring. The Employer shall be the judge of the competency of its employees. It is understood, however, in any case when an employee is terminated because of incompetence and/or inefficiency, and there is reasonable doubt that such termination was made solely on the grounds of incompetence and/or inefficiency, it may be submitted to the grievance procedure. Seniority preference shall not apply to any employee with less than two years continuous employment with the Employer.

8.2 Seniority rights of laid off employees will continue for twelve (12) months from layoff date.

8.3 If any provision of this Agreement is in contravention of the laws or regulations of the United States, of the State of Washington, or rules and regulations of the Federal Communications Commission, such provision shall be superseded by the appropriate provisions of such law or rule or regulation so long as the same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

8.4 After an employee has been employed for six (6) months, in event of any discharge or layoff the Employer shall give the employee in writing at least thirty (30) days notice of layoff, or two (2) weeks notice of termination; or at the option of the Employer thirty (30) days' pay in lieu of notice of layoff, or two (2) weeks' pay in lieu of notice of termination . After three (3) years of continuous employment, an additional week of severance pay for each year up to a maximum of ten (10) weeks' severance pay shall be given. This clause shall not apply where an employee voluntarily quits, is dismissed for gross misconduct or is dismissed on the request of the Union because of failure of such employee to comply with the membership requirements of the Union.

8.5 New employees shall be considered as probationary employees for the first six months of employment, which shall not include any period of part-time, on-call or other less than full-time employment. Employees in this six month probationary period may be terminated at any time without recourse to the grievance procedure. For purposes of determining the completion of the six-month period in this section, actual hours worked will be counted.

ARTICLE 9

General

9.1 It is understood that the wage rates set forth in this Agreement constitute minimums, and that nothing in this Agreement shall be construed to limit the employer's right to pay above such minimums or to adjust individual pay rates up or down so long as minimum contractual rates are observed. The employer will provide notice to the employee prior to making any changes.

9.2 An employee who reasonably believes that working conditions constitute an imminent threat to his or her safety or health shall immediately make a reasonable effort to notify his/her supervisor of the condition and concern relative thereto. No employee shall be disciplined or in any manner discriminated against for refusing to perform any duty, the performance of which may reasonably be believed to be imminently threatening to their safety or health.

9.3 The Employer and the International Brotherhood of Electrical Workers mutually agree that all work performed under this Contract shall be in accordance with good safety practices and common sense shall prevail. If an employee has used their best efforts and followed proper practices/procedures, they will not be disciplined, penalized, or docked for equipment lost or damaged due to circumstances beyond his/her control.

9.4 Although the Company reserves the right to make unilateral changes in the Company's benefit programs (e.g., medical, hospital, dental insurance, retirement benefits), it is agreed that the Company will notify the Union in writing of any significant changes in such benefits as soon as possible and meet with the union upon request to discuss and explain the changes and their impact on bargaining unit employees. It is understood, however, that such discussions shall not require the company to cancel or postpone the implementation of any changes.

9.5 The Company's employee handbook and personnel policies shall apply to bargaining unit employees. If there are any conflicts between the handbook and/or personnel policies and this collective bargaining agreement, this agreement shall control.

9.6 It is agreed that if the company sells, assigns, leases or otherwise transfers the control, operation or assets of its business covered by this agreement to another person, company, corporation or firm, the company will notify the union as soon as reasonably possible prior to such event to bargain the effects of such action on bargaining unit employees.

ARTICLE 10

Non-Discrimination

All provisions of this Agreement, including provisions with respect to wages, rates of pay, promotions*, and hours and conditions of work, shall apply equitably, fairly, and without discrimination to all employees covered by this Agreement. (* promotions are a sole management right).

There shall be no discrimination by either the Union or the Employer against any employee or job applicant because of race, color, national origin, religion, sex, age, marital status, sexual orientation, disability or any other protected status.

**FISHER BROADCASTING - SEATTLE
TV, LLC**

**LOCAL UNION NO. 46 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

By: 

By: 

Date: 4/11/11

Date: 3-21-11

COMPANY REPRESENTATIVE

By: 
Washington Employers, Inc.



Side Letter 1

In reference to issues of concern raised by IBEW Local 46 regarding changes to Article 6.2 of the current contract, the following understandings and clarifications are set forth regarding the administration of Article 6.2 as it relates to its effect on bargaining unit employees:

1. Fisher Broadcasting-Seattle TV, LLC (“KOMO TV”) recognizes IBEW Local 46 (“the Union”) as having exclusive jurisdiction over fixed satellite equipment in a truck regulated by the Federal Communications Commission (FCC). The Union understands and agrees that KOMO TV does not recognize the Union as having jurisdiction over any other current or future means, method or equipment used by KOMO TV in creating over-the-air news product, such as equipment or vehicles equipped with B-GAN and/or other global satellite internet networks using portable terminals for which FCC regulations do not require an onsite operator designated to operate the satellite equipment.
2. In negotiating changes to Article 6.2 during the 2010 negotiations, the parties devoted considerable time discussing the effect of technological changes and increasing cross-functionality of positions within the broadcast industry and at KOMO TV as they relate to bargaining unit employees. To address these effects and the concerns of the Union, the parties agree as follows:
 - (a) KOMO TV agrees that, notwithstanding the terms of Article 8.4 regarding notice of layoff, KOMO TV will provide affected employees and the Union three (3) months notice of any layoff occurring in calendar year 2011.
 - (b) Employees who are laid off by application of Article 6.2 in calendar year 2011 shall receive severance pay according to the following provision, and Article 8.4 shall not apply: After an employee has been employed for six (6) months, in event of a layoff under Article 6.2 the Employer shall give the employee in writing at least thirty (30) days notice of layoff, or at the option of the Employer thirty (30) days’ pay in lieu of notice of layoff. After two (2) years of continuous employment, an employee shall receive a minimum of eight (8) weeks of severance pay plus an additional one (1) week of severance pay for each year of continuous employment up to a maximum of eighteen (18) weeks’ severance pay provided the employee works through his or her planned separation date. Article 8.4 shall apply to all other employment separations in 2011.
 - (c) Effective January 1, 2012, subparagraphs (a) and (b) of this Side Letter will no longer apply and KOMO TV will revert to the language of Article 8.4 for all layoffs.
 - (d) Should layoffs occur as a result of the application of Article 6.2, KOMO TV will, upon request, engage in negotiations with the Union over the effects of the application of Article 6.2 on bargaining unit employees.
 - (e) Lack of training will not be the determining factor in any layoff decision resulting from the application of Article 6.2.
3. Any bargaining unit employee who is laid off as a result of the application of Article 6.2 may apply for any open position within KOMO TV. KOMO TV will give due consideration to the employee’s experience, merit, ability and competency when filling job openings for which the employee has applied.