

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KING BROADCASTING COMPANY  
(KING TV)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL 46

October 11, 2009 through October 10, 2010

## AGREEMENT

*This Agreement* is made and entered into by and between King Broadcasting Company, owners and operators of television station KING-TV of Seattle, hereinafter called the "Employer," and Local Union No. 46 of the International Brotherhood of Electrical Workers, hereinafter called the "Union," as the sole Collective Bargaining Agency for all employees as hereinafter defined, now and hereinafter employed by the Employer or its lessees, successors, or assigns during the term of this Agreement, October 11, 2009 – October 10, 2010.

## 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 a pronoun he or she or any derivation thereof is used herein, they are intended to apply to all employees without reference to sex.

## ARTICLE I

### **Date Effective - No Strike/Lockout - Jurisdiction Recognition - Union Membership**

**1.1(A) Term of Agreement.** This Agreement shall take effect on October 11, 2009 and shall remain in effect through October 10, 2010, with automatic annual renewal each year thereafter unless changed or terminated in the manner hereinafter provided.

**1.1(B) Termination of Agreement.** Should either party desire to adjust wages, terms, or terminate this Agreement, it shall notify the other party in writing at least sixty (60) days prior to October 10, 2010 or October 10<sup>th</sup> of any subsequent year. In the event the parties cannot agree by October 10<sup>th</sup> of such year upon the adjustments that are to be made, either party may, at any time thereafter and prior to an agreement being reached, upon giving the other party at least thirty (30) days prior written notice, terminate the contract.

**1.1(C) Amendment of Agreement.** Amendment and adjustment to this Agreement can be made at any time by mutual consent of the parties.

**1.2(A) No Strikes/No Lockout.** So long as the Employer lives up to and complies with Article III 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 III, the Employer will in all respects fulfill its obligations hereunder, and will not institute a lockout against the Union.

**1.2(B) Picket Lines.** Section (A) notwithstanding, no employee shall be penalized for individually refusing to cross a duly authorized picket line of any union representing employees of the Employer's Seattle broadcast operations. The term "duly authorized picket line" shall mean a primary picket line

where a work stoppage exists because of an economic dispute. This section shall not limit the Employer in the exercise of its rights under the NLRA.

**1.3(A) Collective Bargaining Jurisdiction.** The Employer recognizes the rights of its employees to self-organization and to bargain collectively through representatives of their own choosing. Local Union No. 46 of the International Brotherhood of Electrical Workers is hereby recognized as the sole collective bargaining agency for all employees of the Employer who are engaged in the construction, installation, operation and/or maintenance of the electrical, electronic and/or mechanical equipment and supplemental equipment and apparatus used for or involved in the transmission or transference, production or reproduction of video and/or audio intelligence including but not necessarily limited to persons employed in the classifications listed in Article V and any amendments thereto; excluding employees engaged primarily to perform as talent and/or entertainers, clerical and office employees, news cameramen, film editors, salesmen, janitors, watchmen and guards and supervisory employees as defined in the Labor Management Relations Act of 1947 and all other employees of the Company. Installation, construction and maintenance work may be assigned and performed by employees of companies other than the Employer, and in the event the Company so subcontracts any such work, any disputes relating thereto shall not be subject to Article III of the Agreement. This section shall not be construed as in any way limiting the Company's right to allow network employees, manufacturers' representatives, or consulting engineers to operate any equipment on a temporary basis.

**1.3(B) R & D Exclusion.** Employees engaged primarily in research and development of new technical systems are not covered by this Agreement.

**1.3(C) Mini-Cam Jurisdiction.** The switching of cameras is within the exclusive jurisdiction of the Union. Jurisdiction over the operation of one or more mini-cameras varies depending upon the following circumstances:

- News, Live, Single camera: non-jurisdictional
- News, Live, Multiple camera: non-jurisdictional
- News, Non-live, Single camera: non-jurisdictional
- News, Non-live, Multiple cameras: IBEW jurisdiction
- Non-news, Live, Single camera: non-jurisdictional
- Non-news, Live, Multiple cameras: IBEW jurisdiction
- Non-news, Non-live, Single camera: non-jurisdictional
- Non-news, Non-live, Multiple cameras: IBEW jurisdiction

In all cases of non-live broadcasts, the editing, timing and sequential preparation of the resulting product onto a recording medium is non-jurisdictional. "News" includes news specials, magazines and documentaries.

**1.3(D) Microwave Transmission Equipment.** The Union has exclusive jurisdiction over the maintenance and operation of video and audio signal transmission equipment in the SNG truck. For ENG and COFDM trucks, the IBEW operators will be the primary persons scheduled per day to operate microwave transmission equipment. However, in addition to the IBEW scheduled operators, the Employer may assign any trained employee, from either this unit or the News Photographers unit, to operate the microwave transmission equipment. Those operating the transmission equipment may be assigned to perform all field work related to the truck for which they have been trained, including live shot photography and field editing. The IBEW employees in this unit shall remain responsible for

maintenance of all SNG, ENG, and COFDM trucks. The use of portable microwave gear for the production of news is non-jurisdictional. The Company has no intention to use the exception for portable gear to exclude the Union from this work. On technically difficult shots, the Company will endeavor to use an IBEW member to operate microwave equipment. As in all other areas of operation, management will have the final say as to which resources are used. If any layoffs result from a change covered by this paragraph, the laid off employee shall receive five (5) weeks severance pay in addition to the severance allowance in Section 6.4(A) of this Agreement.

**1.3(E) Outcall of Telemation and Graphics.** The outcall of telemation and similar graphics for tape or broadcast is recognized as Union jurisdiction. The weather graphics system presents a unique situation that allows the weather caster to use technology in an artistic news gathering manner that enhances the weather presentation on the air. Accordingly, the Union agrees the weather casters will operate the outcall of the weather graphics on the air. The Union and the Company agree that this situation will not be a precedent for any other exceptions to IBEW jurisdiction. The Union agrees that the outcall of the electronic graphics from the character generator may be performed by graphics personnel for live newscasts and live-to-tape production.

**1.3(F) Character Generator and Still Store.** Input into character generator and still store equipment for live news shows may be done by non-IBEW bargaining unit personnel. Graphics department personnel may manipulate material in still store whether or not the material is for live news shows.

**1.3(G) Switcher Effects.** The Union has exclusive jurisdiction over the generation of effects by means of a switcher for live and non-live production performed at the Employer's facilities. However, notwithstanding the former, one Supervising Director may operate a switcher, for the graphics creation process (not for live or non-live production), on a sporadic basis either together with a Technical Director or when a Technical Director is not scheduled or available, but shall not replace an incumbent bargaining unit employee or reduce an incumbent bargaining unit employee's hours.

**1.3(H) Master Control Automation.** The maintenance and hands-on operation of the Master Control Automation System, including media preparation and storage, satellite receive systems, and related equipment, is the exclusive jurisdiction of the Union. Data entry for the automated control of these systems, such as through a traffic computer, is non-jurisdictional.

**1.3(I) Automated Cameras and Robotics.** The maintenance and hands-on operation of robotics and automated cameras, including trimming, programming, and on-air execution of stored shots, is the exclusive jurisdiction of the Union. Data entry for the automated control of these systems, such as the recall of stored shots through a newsroom computer, is non-jurisdictional.

**1.3(J) News Play-To-Air.** The operation of VTRs for news play-to-air is non-jurisdictional. The maintenance and hands-on operation of microwave receive equipment is jurisdictional.

**1.3(K) Cross-utilization between Departments.** Technology changes have led to computers being used in all facets of broadcast operation. In order to provide efficiencies and work opportunities, bargaining unit members shall be permitted to work on all computers in the building, whether or not related to broadcasting, and the Employer's Information Systems non-unit employees shall be permitted to work on all computers in the building, whether or not related to broadcasting. Non-jurisdictional work done by unit members shall not be used as evidence of accretion, and jurisdictional

work done by non-unit employees shall not be used as evidence of a change in the bargaining unit jurisdiction. This cross utilization shall not result in the layoff of any employee employed in the unit as of the effective date of this Agreement.

**1.3(L) Assignment of Work.** The Employer has the right to assign non-bargaining unit work to unit employees on a non-jurisdictional basis, and the Union agrees that assignments of non-unit work may not be used as evidence of accretion. The parties recognize that changing products, platforms and technologies have made it more difficult to determine jurisdictional boundaries. Because of this difficulty, the parties recognize the need for flexibility in the changing workplace. Therefore, if the Employer seeks to make an assignment to the bargaining unit and the parties disagree about whether the work is jurisdictional, the parties agree to engage in discussion and reach a resolution using the same process contained in Section 1.3(M). If such process does not result in agreement, the question shall be subject to arbitration only if and when there is an adverse effect on the unit (such as when the Employer reassigns the work outside the unit). Either party may request arbitration within thirty (30) days of the adverse effect on the unit. Both parties shall preserve their positions for such arbitration, notwithstanding the assignment of work in the meantime.

**1.3 (M) New Technology.** The Employer has the right to implement new technology and new equipment. For work to be performed by the bargaining unit, the Employer shall provide training to the unit employees assigned to operate the new technology. Where the new technology or new equipment will impact the bargaining unit, before implementation, the Employer shall notify the Union at least sixty (60) days in advance, and shall provide the number of employees affected, a summary of the effects, and the purpose behind the new technology. Upon request of either party, the Joint Labor Management Committee shall convene to negotiate the effects of the change. If the negotiations proceed beyond forty-five (45) days, either party may request mediation through the Federal Mediation and Conciliation Service, and the parties will promptly engage in mediation. If the negotiations proceed beyond the sixty (60) day period, they shall not delay implementation of the technology, unless mutually agreed. Such discussions shall include whether unit employees shall perform the work, whether and when training shall be provided, and whether any layoffs will result. If any layoffs result from a change covered by subparagraph (b) above, the employee shall be entitled to Enhanced Severance Allowance, as described in Section 6.4(A).

**1.3(N) Coordinated Work with Other Entities.** The Employer has the right to assign unit employees to work that is associated with other non-represented Employer entities, other Belo entities, or other entities with whom the Employer or Belo is working to create or distribute content. The assignments of unit employees described herein shall not constitute an expansion of the Union's jurisdiction nor entitle any employee to continue to be given such assignments. Likewise, the work performed for these non-bargaining entities shall not constitute a contraction of the Union's jurisdiction. These assignments will remain within the employee's regular scope of work, An employee shall not lose their unit position due to these assignments, will be paid under the terms and conditions of the bargaining agreement for this work, and will answer to the employee's regular supervisor.

**1.3(O) Training in Non-Unit Functions.** During the course of this Agreement, employees who are interested in receiving training in non-unit functions shall notify the Human Resources Director. The Employer will look for opportunities to provide such training, subject to operational and staffing limitations. At a minimum, if requested by employees, the Employer will train all the bargaining unit truck operators in shooting live shots and field editing during the first 18 months after ratification. Once trained, subject to a determination of competence, and to the extent it does not conflict with the Employer's other contractual requirements, such employees may be assigned to news photography work. When assigned to news photography work (whether or not in combination with the operation of a news gathering vehicle), the employee shall receive his/her current rate of pay plus a 15% premium, with a minimum of four (4) hours payment per assignments of four (4) hours or less, and a minimum of eight (8) hours payment per assignment lasting more than four hours.

**1.4 Complete Agreement.** The Employer agrees to meet and confer with representatives of the Union on any and all matters relating to the interpretation or application of any provision of this Agreement, provided, however, that it is understood that both parties have had the unlimited opportunity of negotiating changes in this Agreement, and that, therefore, it is understood and agreed that either party waives the right to require the other to bargain concerning any subject matter either covered by this Agreement or which either party could have been reasonably expected to have raised during the negotiations of this Agreement. Any employee acting in an official capacity as a representative of the Union may confer with the Employer during regular working hours without loss of time or pay.

**1.5(A) Notice of Vacancies.** The Employer will notify the Union whenever a vacancy occurs or staff is to be increased.

**1.5(B) Union Membership.** 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, to the extent permitted by law. Employees who are not members of the Union shall make application for membership not later than thirty-one (31) days after employment. The Company shall make each new employee in the bargaining unit aware of the membership requirement in writing, and a copy of the notice shall be forwarded to the Union and the Shop Steward.

**1.6 Dues Check-Off.** The Employer agrees to conduct a dues check-off payroll deduction from such employees as state their desire in writing to the Employer; such payroll deductions to be withheld on a regular basis and remitted to the Union periodically as agreed by both parties.

## ARTICLE II

### Management Functions

**2.1 Management Functions.** The management of the business and the direction of the work force, 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; 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.

## ARTICLE III

### Settlement of Disputes

**3.1 Joint Labor-Management Committee.** There shall be a Joint Conference Committee of no more than three (3) representing the Employer and no more than three (3) representing the Union. 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. It shall select its own Chairman and Secretary. There shall be at least one meeting quarterly of the Labor-Management Committee to discuss topics for the good of the industry, to improve communications between labor and management, to explore innovative ways to approach new technology and to discuss other workplace improvements.

**3.2(A) Notification of Complaints.** All complaints (including discharge) involving questions as to the interpretation, application or performance of this Agreement shall first be taken up by an authorized representative of the Union and the appropriate Manager in writing within fourteen (14) calendar days from the time the complaint began to exist or should have been reasonably known to have existed. Any such complaint which is not resolved between the representative of the Union and the appropriate Manager within seven (7) calendar days shall be referred to the Employer's Human Resources Director. The Human Resources Director and the Business Representative of the Union shall meet to discuss the complaint. If the Human Resources Director and the Business Representative are unable to resolve the complaint within fourteen (14) days, the complaint may be referred to arbitration by either the Union or the Employer.

**3.2(B) Arbitration Committee.** If the matter is referred to arbitration, the referring party shall obtain a list of seven (7) qualified arbitrators from Washington and Oregon from the Federal Mediation and Conciliation Service. A single neutral arbitrator shall be selected by each party alternately striking one name from the list until only one name remains. The decision of the arbitrator committee shall be final and binding upon both parties hereto provided that such decision shall be within the scope of this Agreement and shall not change any of its terms or conditions. Any mutually incurred expense resulting from the services of the arbitrator shall be borne equally between the parties. The parties shall each bear their own individual expenses, including attorneys' fees.

**3.3 Union Investigations or Inspections.** Representatives of the Union may carry on investigations or inspections at any operating unit of the Station without special permission from the Employer and free from interference by the Employer. Such investigations or inspections shall be carried on at reasonable hours and in such manner so as not to interfere with the normal operation of the Station.

## ARTICLE IV

### Hours of Work - Overtime - Penalty Rates, Rest Periods - Holidays - Sick Leave

**4.1(A) Regular Full-Time Employee Work Day/Week.** The work day for employees covered by this Agreement shall be the first eight (8) consecutive hours worked in any continuous work

assignment exclusive of lunch periods if taken on the employee's time. The work week shall consist of five (5) such consecutive work days followed by two (2) consecutive days off for relief from duty. Two (2) consecutive days off shall consist of a minimum of sixty (60) hours relief from all duty. Preparing the station for proper operation or closing down at the end of the broadcast day shall be part of the continuous work assignment, and shall be paid at the applicable rate.

**4.1(B) 4/10 Option.** The Company may, at its sole discretion, assign employees to four, ten-hour days on a regular basis. For such 4/10 employees, the words "four" and "ten" would replace the words "five" and "eight" for the purposes of administering this contract. Appropriate adjustments should also be made to time off work within the context of a work week. For example, the work day for 4/10 employees shall be the first ten (10) consecutive hours worked in any continuous work assignment exclusive of lunch periods if taken on the employee's time. The work week shall consist of four (4) such consecutive work days followed by three (3) consecutive days off for relief from duty. Time worked in excess of the regular ten (10) hour work day shall be paid for at one and one-half (1½) times the regular rate. Continuous work premiums will apply to employees who have less than eighty-four (84) hours relief from duty. For administrative purposes the units of time relating to, holidays, and PTO will be treated as hourly equivalents when dealing with 4/10 employees:

<b>Contract Term</b>	<b>5/8 Days</b>	<b>Hourly Equivalent</b>	<b>4/10 Days</b>
5 days	5	40	4
10 days	10	80	8
15 days	15	120	12
90 days	90	720	72
2 weeks	10	80	8
3 weeks	15	120	12
4 weeks	20	160	16
5 weeks	25	200	20

Employees who work one of the holidays specified under 4.7(B) will receive the holiday premium for the actual hours worked. Employees who do not work the holiday will receive ten (10) hours of holiday pay if the holiday falls during their regular work week or eight (8) hours of holiday pay if the holiday falls outside their regular work week.

**4.2(A) Part-Time Employee Work Day/Week.** Any employee who is hired to work less than five (5) consecutive eight (8) hour days shall be designated as a part-time employee; no employee hired to work five (5) consecutive days of eight (8) hours or more may be so designated. Part-time employees

may occasionally work five (5) consecutive eight (8) hour days for the purposes of providing sick or vacation relief, coverage required by local or network program changes, coverage required by breaking news events or any other coverage deemed necessary by management. It is understood that all provisions of this Agreement other than those contained in Article IV, Sections 4.1(A), 4.2(E), 4.4(A), 4.4(B), 4.5, 4.6(A), 4.7(D), 4.7(F), 4.7(G), 4.7(H), 4.11, 4.13 apply to part-time employees.

**4.2(B) Part-time Minimum Call.** All part-time Engineers shall be paid a minimum of the equivalent of two (2) hours straight-time pay any time they are called for duty.

**4.2(C) Part-time Pro-rata Benefits.** Part-time employees at KING-TV shall be entitled to pro-rata, severance, and PTO benefits based on the ratio of hours worked to a full-time schedule, up to the full-time entitlement. Length of service and hours worked will determine the rate at which an employee will accrue PTO time. See Appendix "A" for part-time accrual schedule.

**4.2(D) Part-time Employee Premiums.** Part-time employees who do not receive medical benefits shall be paid fifty cents (.50) per hour above the rates set forth in Article 5 below for all classifications. Actual hours worked, including overtime hours (counted simply by hours, not by any additional factor), shall serve as the basis for advancing part-time employees on the experience scale. Every 1,000 hours worked for the Company shall constitute 180 days of experience.

**4.2(E) Temporary Engineers.** The Company may employ Temporary Engineers to do bargaining unit work for the purpose of event driven programming, emergency situations or approved leaves of absence when current full-time or part-time employees are not available. The Union shall be notified within forty-eight (48) hours of the emergency situation, and the emergency situation shall not exceed five (5) days. The Company and the Union may agree to extend the time of the emergency situation on a case-by-case basis. Temporary Engineers shall be allowed to work an approved leave of absence on a forty (40) hour work schedule for up to six (6) months. Temporary Engineers may work vacation relief not to exceed nine (9) months in a twelve (12) month period. Temporary Engineers must comply with Section 1.5(B) and the Company will pay such individuals a minimum eight (8) hour call and a dollar amount equal to the fifth pay step for Other Engineers as a minimum. Hours not actually worked but paid because of minimum call shall not be included in any overtime calculation or against the maximum number of hours permissible for a Temporary Engineer. Maximum Temporary Engineers hours will not exceed 240 hours per pay period for work performed at the KING-5 building.

Before hiring Temporary Engineers for planned event driven programming, the Company shall advise by email qualified unit members of the opportunity for additional work and designate a contact person. At least one Union steward shall be copied on the email. If qualified unit members volunteer for the work by email response, they shall be offered the work prior to hiring temporary engineers. The Union may refer qualified candidates to the Company.

**4.3 Overtime Rate.** Time worked in excess of the regular eight (8) hours work day (or ten (10) hour work day for those on a 4-10 schedule) or forty hours in a work week shall be paid for at one and one-half (1½) times the regular rate.

**4.4(A) Notice of Schedule.** Regular full-time employees' work days and work week schedules shall be posted far enough in advance to provide each employee one full week's notice of his scheduled working hours and days off whenever possible. If work schedules are not so posted, an employee shall assume his schedule to be unchanged from the prior week.

**4.4(B) Starting Time Premium.** If an employee is given less than seven (7) days notice of a change in scheduled days off, or less than five (5) days notice of a change in daily starting time, except in cases of emergency, all hours worked outside those previously scheduled straight-time hours shall be paid for at the rate of time and one-half (1½).

Example: Employee required to change starting time without proper notice.

12:00 Noon	8:00 p.m.	10:00 p.m.	8:00 a.m.	12:00 noon	4:00 p.m.	6:00 p.m.
8 hrs ST.2 hrs T½ OT*			4 hrs T½4 hrs ST.2 hrs T½ STP**OT*			

\*OT Overtime

\*\*STP Starting Time Penalty

An emergency is an unforeseen combination of circumstances that calls for immediate action or change in plans. Examples are as follows:

- (a) Special network programs of national importance, telecast times of which are not finalized by the network in time for the station to give the required notice.
- (b) Programs of local importance that develop suddenly and should be televised as soon possible.
- (c) Illness of employees or performers to the extent that the station must modify the work schedules of other employees.

**4.5 Four Hour Minimum.** All employees shall be paid a minimum of the equivalent of four (4) hours straight-time pay any time they are called for duty. Any employee who is called to work on a recognized holiday or on his days off, or is called back to work after being released from duty for the day, shall be guaranteed a minimum of four (4) hours work at the applicable rate.

**4.6(A) Rest Periods.** Scheduling for PTO leave shall provide for such PTO leave to begin twelve (12) hours after the completion of the last continuous work assignment preceding such PTO leave.

**4.6(B) Rest Period Premiums.** If employees have less than twelve (12) hours time off between continuous work assignments, time worked on the subsequent shift falling within the twelve (12) hour period shall be paid for at the rate of time and one-half (1½).

Example: Employee's regularly scheduled shift is 8:00 a.m. to 4:00 p.m.:

8:00 a.m.	4:00 p.m.	12:00 Midnight	8:00 a.m.	12:00 noon	4:00 p.m.	6:00 p.m.
8 hrs ST. 8 hrs T½ OT*			4 hrs T¼ 4 hrs ST. 2 hrs T½ RPP** OT*			

Example: Employee required to change starting time with proper notice:

12:00 noon	8:00 p.m.	10:00 p.m.	6:00 a.m.	10:00 a.m.	2:00 p.m.	6:00 p.m.
8 hrs ST. 2 hrs T½ OT*			4 hrs T¼ 4 hrs ST. 4 hrs T½ RPP** OT*			

\*OT Overtime

\*\*RPP Rest Period Penalty

**4.6(C) Scheduling for Employee Benefit.** The penalty pay provisions contained in this Agreement shall not apply whenever a shift is scheduled for the convenience of the employee, such as:

- a. When the shift is scheduled so that a voluntary exchange of working hours between employees results.
- b. Whenever the Union and the Company agree that the scheduling is for the benefit of the employee.

**4.7(A) Recognized Holidays.** Recognized holidays shall be New Year's Day; Martin Luther King, Jr.'s Birthday; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day.

**4.7(B) Holiday Premiums.** Employees required to work on these holidays which fall during their regular work week shall be paid for all time worked at two (2) times straight-time pay, and if such hours worked are less than eight (8) hours shall be paid straight-time pay for the balance of the eight (8) hour work day. If an employee being paid two (2) times pay for such work on Memorial Day, Labor Day, July 4, Thanksgiving, Christmas, Martin Luther King, Jr. Day, or New Year's Day works in excess of eight (8) hours (greater than ten (10) hours for ten hour/day employees), the employee shall receive three (3) times straight time pay for all hours over eight (or ten). If not required to work at all on any of these holidays which fall during their regular work week, full-time employees shall be paid a minimum of eight (8) hours straight-time pay. If the holiday falls outside their regular work week, they shall be paid eight (8) hours straight-time pay. Part-time employees are not eligible for holiday pay unless they work on the holiday.

**4.7(C) Timing of the Holidays.** The above holidays will be recognized and paid for on the legal holidays recognized by the Federal Government except that if July 4, Christmas Day, or New Year's Day falls on a weekend, those employees working on that day will receive the holiday premium.

**4.7(D) Holidays and PTO.** When a recognized holiday falls on a scheduled work day during an employee's PTO leave, the day shall not count against an employees' PTO usage and the holiday pay shall be paid as described above. This provision does not apply to employees who have exercised the trade of holidays for vacation under 4.7(H).

**4.7(E) Christmas Eve and New Year's Eve Premiums.** Hours worked between 4:00 p.m. and 12:00 midnight on December 24 and December 31 shall be paid for at the rate of two (2) times the regular straight-time rate.

**4.7(F) PTO Off-Days.** When a recognized holiday falls on a scheduled day off during an employee's PTO leave, the day shall not count against an employee's PTO usage and the holiday pay shall be paid as described above. This provision does not apply to traded holidays under 4.7(H). For the purpose of this section, scheduled days off during an employee's PTO period shall be the same days of the week as the posted scheduled days off for such employee during the week immediately preceding the employee's PTO period.

**4.7(G) Maximum Premium Rate.** In no event shall the application of this provision and Paragraph 4.4 of this Article result in total payment greater than double the straight-time hourly rate for hours worked on holidays or between 4:00 p.m. and midnight on December 24 and December 31, except as provided in Section 4.7(B) of this Article.

**4.7(H) PTO in Lieu of Holidays.** Any employee may request that in lieu of the above seven (7) holidays that he/she wishes an additional seven (7) days of PTO provided such request is presented in writing prior to December 15 of any year. The additional PTO time in lieu of holidays shall be understood to be taken at a time mutually agreeable by the Employer and employee. If an employee works in excess of eight (8) hours on a traded holiday, that employee shall be paid at the holiday pay rate of three (3) times straight time pay for such hours.

**4.8 Shift Premiums.** The following hourly shift premium shall apply to all hours actually worked between the following hours:

	Hourly Premium
10:00 p.m. - 6:00 a.m.	\$.65

**4.9(A) No Pyramiding.** 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 shift/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 shift/penalty time being duplicated, then any portion of this Agreement so affected shall be considered not in effect in such instances.

**4.9(B) Shift Premium Exemption.** When computing an employee's overtime pay rate during a period in which the shift premium applies, the shift premium shall be considered a part of the regular

hourly rate. Accordingly, the overtime rate for times when the shift premium is in effect would be calculated as follows:

Example

Regular Hourly Rate		Shift Premium	=	Pay Rate	X	1.5	=	Overtime Rate
\$10.00	+	\$ .50	=	\$10.65	X	1.5	=	\$15.98

**4.9(C) Hazard Pay Exemption.** When hazard pay is payable under Section 7.2B, such payment shall be an exception to the no pyramiding clause contained in Section 4.8. Therefore, hazard pay is payable in addition to applicable overtime or holiday pay.

**4.10(A) PTO Policy.** Effective January 1, 2010 employees will convert to the Belo Corp. PTO Policy, Short Term Disability and Long Term Disability Plans, unless modified by this agreement. The Belo Corp. PTO Policy, Short Term Disability and Long Term Disability Plans shall be administered according to the “Belo Corp. PTO Policy” and “Belo Corp 2010 Changes To Paid Time Off Policies Frequently Asked Questions” document published by the company in June 2009 and attached as Appendix A.

The following employees previously participated in a King Broadcasting Company "Old Sick Plan", and have remaining banks of hours. They shall keep the remaining banks of hours, which may be used only for either or both of the following purposes:

- a) To supplement Long Term Disability benefits, up to 100% of pay;
- b) When the employee qualifies for Short Term Disability, to compensate the employee for the first five days of the disability in lieu of using PTO time.

John Commeree  
Cecilia Evans  
Milt Hightower  
Tim Morris

Allen Douglas  
Chet Geyen  
Mark Huffstutter  
Doug Mossano

Jeff Downing  
Len Hanson  
Kathleen Johnson

**4.10(B) Worker's Compensation and Disability Benefits.** Any employee, however, entitled to or claiming compensation or benefits for disability under State Industrial Insurance or Employers' Liability Insurance policies of the Employer shall have the payments received under such insurance deducted from his payment due him under the above clause.

**4.10(C) Other Benefits.** The Company now provides medical, dental, pension, life, disability and travel accident coverage. Additionally, employees shall be eligible to participate in the Company's 401(k) plan and its Profit Performance Bonus (PPB) program. The Company reserves the right unilaterally to make changes in the benefit programs and plans, but will notify the Union of significant benefit changes.

**4.11 Continuous Work Premiums.** Any employee who is required to work in excess of twelve (12) consecutive days shall be paid for all time worked beginning with the beginning of the thirteenth (13th) day at the following rates:

- 1) If such consecutive work falls on an employee's regularly scheduled workday, such time will be paid for at one and one-half (1½) times the employee's regular rate of pay for the first eight (8) hours and double time thereafter.
- 2) If such consecutive work falls on an employee's scheduled day off, all time worked on that day shall be paid for at the rate of double time. Such premium/penalty rate shall continue until the employee has had not less than forty-eight (48) hours' relief from all duty.

**4.12 Director Premium.** Whenever an IBEW member switches a show or segment without the aid of a director, the IBEW member shall receive a 5% premium, with a four (4) hour minimum.

**4.12(B) Director/Switcher.** Bargaining unit members scheduled as Director/Switcher shall be paid 17½% above the Crew Chief rate, with a four (4) hour minimum.

**4.12(C) Directors.** Bargaining unit members scheduled to direct shall be paid 5% above the Crew Chief rate, with eight (8) hour minimum.

**4.12(D) Master Control Switcher.** Bargaining unit members scheduled to work as Master Control switcher will receive a fifty-cents (50¢) per hour premium.

## ARTICLE V

### Wages - Compensation - Vacations

**5.1(A) Minimum Hourly Wages.** Employees covered by this Agreement shall be paid the minimum hourly wage rates appropriate to their job classification as follows:

<u>Classification</u>	<u>10/10/08</u>
	3% increase
All Other Engineers	
First 180 days	\$12.42
Second 180 days	\$13.87
Third 180 days	\$15.33
Fourth 180 days	\$16.83
Fifth 180 days	\$18.84
Sixth 180 days	\$21.13
Seventh 180 days	\$23.96
Eighth 180 days	\$25.35
Ninth 180 days	\$26.66
Tenth 180 days	\$27.81
Thereafter	\$28.41
Maintenance, Post Production, Crew Chief	
First 180 days	\$18.07
Second 180 days	\$20.79
Third 180 days	\$24.01
Fourth 180 days	\$25.55

Fifth 180 days	\$27.11
Sixth 180 days	\$28.30
Thereafter	\$29.92
Studio Building Maintenance	\$24.08
Maintenance Technician	
First Six Months	\$12.01
Second Six Months	\$12.46
Third Six Months	\$13.08
Fourth Six Months	\$13.67
Fifth Six Months	\$14.26
Sixth Six Months	\$14.85
Seventh Six Months	\$15.44
Thereafter	\$16.05

**5.1(B) Post Production Designation.** Only employees who are exclusively assigned to post production duties, whether on a full- or a part-time basis, shall be classified as "Post Production" engineers. Employees who rotate through post production assignments shall be classified as "All Other Engineers." Nothing about the "Post Production" classification shall be construed to prevent such employees from doing or being assigned to do other duties; all such other work shall be paid at the "Post Production" rate, unless the employee is permanently reassigned to other duties.

**5.1(C) Crew Chief Designation.** In the absence of other supervisors, one employee may be designated as the Crew Chief and receive the Crew Chief rate for all hours worked as the Crew Chief. The Company intends to designate such Crew Chiefs at times when Management and Engineering Supervisors are not normally present. Nothing in this paragraph shall be construed to require payment of Crew Chief premiums simply because Managers or Supervisors are temporarily absent for one or more hours during the day. Designation as a Crew Chief is solely at Management's discretion.

**5.2 New Positions.** When new positions are created, the Employer and the Union will set a rate of pay within a period of ninety (90) days or less. In the event that agreement as to said rate of pay has not been reached within the said ninety (90) day period, either party may proceed in accordance with the provisions of Article III. For the purposes of 3.2 the grievance shall be deemed to have arisen at the end (midnight) of the ninetieth (90th) day unless the parties mutually agree in writing to an extension of the ninety (90) day period.

**5.3 Automobile Use.** Reimbursement for the use of an employee's own automobile when used in the Employer's business, at the Employer's request, shall be at the maximum rate per mile accepted by the Internal Revenue Service with a minimum of One Dollar (\$1.00) plus any parking charges. Employees shall not be required to use their personal vehicles in the Employer's business.

**5.4 Expense Reimbursement.** The Employer agrees to reimburse each employee for authorized actual incidental expenses incurred in connection with assigned duties, and such incidental expenses shall include room and board expenses if an employee is assigned to temporary duty away from his normal work place and incurs such expenses which he would not ordinarily incur at his regular work place.

**5.5(A) PTO Accrual Excepted Employees.** Twenty year employees who will continue to accrue an additional five (5) PTO days to be added to their regular accrual (exclusive of holiday trade out) are:

Len Hanson

Allen Douglas

**5.5(B) Leaves of Absence.** The Company will give reasonable and sympathetic consideration to requests for leaves of absence without pay for periods up to six (6) months. Factors to be considered by the Company shall include but not be limited to the employee's length of service, the needs of the Station, and the purpose for which the leave is requested. An employee who engages in competitive gainful employment or does not use the leave of absence period for the purpose for which it was granted, shall be subject to termination at the Company's sole discretion. Leaves of absence granted under this provision shall not constitute breaks in service for seniority purposes but shall not be counted as service time for purposes of computing any form of compensation.

**5.6 Pay Days.** Wages may be paid at any time the Employer elects, but not less than semi-monthly unless agreed otherwise by all parties concerned.

**5.7 On-Call Compensation.** The Employer may request an Employee to be on call. The rate of pay for on call shall be one-half of the Employee's regular applicable rate with a four (4) hour minimum call and not to exceed eight (8) hours. The Employer shall contact on-call Employees after assigned to on-call hours, to notify Employee if extension of on-call is needed.

Extended hours can only be assigned in one (1) hour increments. If Employee is not contacted by Employer, Employee shall assume he/she is no longer on-call.

If Employee is called to work, he/she shall be paid at the applicable rate of pay.

## ARTICLE VI

### Discharge of Employees

**6.1 Employment Termination.** An employee may be terminated only for just cause or lack of work. It is understood and agreed that merit and ability being equal, length of service shall govern layoffs and rehiring within eighteen months of layoff. 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 Joint Conference Committee in accordance with Article III, Section 3.2. Seniority preference shall not apply to any employee with less than one year's continuous employment with the Employer.

**6.2 Seniority.** There shall be no loss of accrued time in the computation of seniority as it applies to this agreement in the event of an employee being off duty because of layoff, continuous illness or authorized temporary leave of absence up to a maximum of one year. Layoffs based on seniority shall be based on date of hire with King Broadcasting Company, but shall also include time spent in equivalent positions at Northwest Cable News.

**6.3 Survival.** If any provision of this Agreement is in contravention of the laws or regulations of the United States, or 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 regulations 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.

**6.4 Discharge Notice and Severance.** After an employee has been employed for six (6) months, in the event of any discharge or layoff, the Employer shall give him/her, in writing, at least four (4) weeks' notice of layoff or termination; or, at the option of the Employer, two (2) weeks' pay in lieu of such notice. In the event an employee is discharged or laid off after two (2) years continuous service, he/she shall receive one (1) weeks pay for each additional year of service over two (2) years, up to a maximum total of ten weeks notice and severance pay. The foregoing notice and/or severance pay shall not apply in cases of discharge for gross misconduct and/or as a result of dismissal at the request of the Union because of failure by the employee to comply with Section 1.5 of this Agreement. When the services of an employee are terminated, accrued vacation will be paid.

**6.4(A) Enhanced Severance Allowance:** In those instances described in this Agreement where an Enhanced Severance Allowance is appropriate, the Employer shall give to the employee at least four (4) weeks' notice of layoff or termination or, at the discretion of the Employer, four (4) weeks pay in lieu of notice (or a combination of pay and notice equaling four weeks). In addition to the notice, the employee shall be entitled to severance pay equal to one week of pay for each full year of service, up to a maximum of fifteen (15) weeks of pay.

**6.5 Probationary Period.** All newly employed employees for the first six (6) months of their employment shall be considered as employed on a probationary basis, and the Company may terminate the services of such employees without cause. After such period of probation, employment shall be deemed on a regular basis as of employee's day of hire and such employee shall enjoy all the rights and privileges of a regular employee as provided in this Agreement. Dismissal of probationary employees shall not be a matter subject to the provisions of Article III.

## ARTICLE VII

### General

**7.1 Over-Scale Payments.** Nothing herein shall preclude the payment of a higher rate above the minimum wage rate set forth herein at the discretion of the Employer.

**7.2(A) Hazardous Work.** Employees shall not be required to work on structures determined by the Employer and the representative of the Union to be hazardous.

**7.2(B)** Employees who may elect to do such work shall receive a special payment of \$25.00 for such occasion.

**7.2(C)** Employees shall not be required to work on structures higher than fifteen (15) feet above horizontal surfaces suitable for public occupancy.

**7.2(D)** For work on antenna structures above normal access ladders, special arrangements will be made between the parties concerned to cover such case.

**7.3 Safety Practices.** 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. Where it is necessary that work be performed during any period of time when only one engineer is on duty, and that engineer considers voltages present to be dangerous from a safety standpoint, then he shall request that a qualified second person be in attendance.

**7.4 Non-Discrimination.** All the 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. There shall be no discrimination by either Union or Employer against any employee or job applicant because of race, religion, color, sex, age, national origin, or disability.

Signed at Seattle, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

*King Broadcasting Company*

*International Brotherhood of Electrical  
Workers, Local Union No. 46*

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Ray Heacox  
President & General Manager

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Virgil Hamilton  
Business Manager

*Side Letter #1*

Mr. Virgil Hamilton  
Business Manager  
International Brotherhood of Electrical Workers  
Local Union Number 46  
2700 First Avenue  
Seattle, WA 98121

Dear Mr. Hamilton:

It is understood that during the term of this contract that should the Company establish a microwave truck bureau that is permanently located and principally operated outside King County, it may be operated by a qualified KING-5 news photographer. There shall be no reduction in the current number of microwave vehicles, currently scheduled staffing of microwave vehicles, or currently scheduled employee hours as a result of the establishment of such microwave truck bureaus.

A qualified KING-5 news photographer is someone who has completed the Company's "mast truck" certification and safety training, which includes instructional programs, such as Puget Sound Energy's electrical safety seminar.

The Company may establish no more than two (2) permanently located microwave truck bureaus.

Sincerely,

Ray Heacox  
President & General Manager

Accepted and Agreed to by IBEW:

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Virgil Hamilton

*Side Letter #2*

Mr. Virgil Hamilton  
Business Manager  
International Brotherhood of Electrical Workers  
Local Union Number 46  
2700 First Avenue  
Seattle, WA 98121

Dear Mr. Hamilton:

In our 2005-06 negotiations, the Company and the Union agreed that if employees advise their supervisor a week in advance that they have scheduled a medical appointment during their normal off-duty time, every effort will be made not to schedule overtime that would interfere with that appointment.

Sincerely,

Ray Heacox  
President & General Manager

Accepted and Agreed to by IBEW:

---

Virgil Hamilton

*Side Letter #3*

Mr. Virgil Hamilton  
Business Manager  
International Brotherhood of Electrical Workers  
Local Union Number 46  
2700 First Avenue  
Seattle, WA 98121

Dear Mr. Hamilton:

In negotiations for the Agreement to be effective from November 1, 2006 through October 10, 2009, it was agreed that first-line supervisors, generally referred to as “technical operations supervisors,” may perform work described in Article 1.3(A) of the Agreement on the following basis:

- 1) There shall be no more than three (3) technical operations supervisors at any time.
- 2) Technical operations supervisors may train employees; work on installation when working with one or more bargaining unit members; or perform the described work in emergency situations.

Sincerely,

Ray Heacox  
President & General Manager

Accepted and Agreed to by IBEW:

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Virgil Hamilton

*Side Letter #4*

Mr. Virgil Hamilton  
Business Manager  
International Brotherhood of Electrical Workers  
Local Union Number 46  
2700 First Avenue  
Seattle, WA 98121

Dear Mr. Hamilton:

In our negotiations for an Agreement to become effective November 1, 2006, the Company and the Union agreed that employees compensated at the "Maintenance, Post Production, Crew Chief" scale will receive an additional one dollar (\$1.00) per hour when designated as an acting supervisor. The Company is not required to pay this premium simply because managers or supervisors are temporarily absent for one or more hours during a day, and designation as an acting supervisor is solely at Management's discretion.

Sincerely,

Ray Heacox  
President & General Manager

Accepted and Agreed to by IBEW:

---

Virgil Hamilton

*Side Letter #5*

Mr. Virgil Hamilton  
Business Manager  
International Brotherhood of Electrical Workers  
Local Union Number 46  
2700 First Avenue  
Seattle, Washington 98121

Re: Master Control

Dear Mr. Hamilton:

In our negotiations for an Agreement to become effective November 1, 2006, the parties discussed the potential for the Company's centralizing functions currently performed by bargaining unit members at KING-TV, at a location other than in Western Washington. It is understood that during the term of this Agreement, such functions may be transferred to non-KING employees, at a location or locations other than Western Washington. Should functions currently performed by KING-TV unit employees be transferred to a location other than in Western Washington, the Union will be afforded the opportunity to bargain regarding the effect of such transfer on members of the bargaining unit. Any employee laid off as the result of such centralization shall receive the Enhanced Severance provided in Section 6.4(A) of the Agreement.

Sincerely,

Ray Heacox  
President & General Manager

ACCEPTED AND AGREED TO  
BY IBEW LOCAL NO. 46

By:

\_\_\_\_\_  
Virgil Hamilton

*Side Letter #6*

Mr. Virgil Hamilton  
Business Manager  
International Brotherhood of Electrical Workers  
Local Union Number 46  
2700 First Avenue  
Seattle, WA 98121

Dear Mr. Hamilton:

In our negotiations for an Agreement to become effective November 1, 2006, the Company and the Union agreed that there would be no more than two (2) employees, at any one time, in the job classification "Maintenance Technician." Tasks to be performed by employees in this classification would be to pull cables; clean tape machines; equipment staging (i.e., shipping, inventory, etc.); cable repair; assist on new installations and similar duties as assigned.

Sincerely,

Ray Heacox  
President & General Manager

Accepted and Agreed to by IBEW:

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Virgil Hamilton

## Appendix A

### Belo Corp. PTO Policy

#### **Purpose**

Belo has established a paid time off (PTO) benefit to provide flexibility in managing paid time away from work. PTO may be used for vacation, certain holidays, personal time, or time away due to personal or family illness.

#### **Eligibility**

All regular full-time employees and part-time employees are eligible for PTO. Temporary employees, including interns, are not eligible to accrue PTO.

#### **PTO Accrual**

PTO accrual begins immediately upon hire or transfer into a PTO eligible position. Accruals are based upon the employee's regular work schedule up to a maximum of 2080 hours per year. Part-time employees who work less than 30 hours per week on a regular basis will accrue PTO time at a different rate than full-time employees. Length of service determines the rate at which an employee will accrue PTO time (see table below). Employees become eligible for the next higher accrual rate on the third, fifth, and tenth January 1<sup>st</sup> following their date of hire. Employees do not accrue time while on unpaid leaves of absence or long term disability

#### **PTO Accrual Schedule**

Service Based Accrual Break- Points	Full-time Employees' Hourly PTO Accrual Rate <sup>1</sup>	Full-time Employees' Annual PTO Accrual Rate <sup>2</sup>	Part time Employees' Hourly PTO Accrual Rate <sup>1</sup>	Part-time Employees' Annual PTO Accrual Rate <sup>3</sup>
1 <sup>st</sup> Calendar Year	.06924	Prorated	.03846	Prorated
1 <sup>st</sup> January 1	.06924	18 days/144 Hours	.03946	40 Hours
3 <sup>rd</sup> January 1	.07693	20 days/160 Hours	.04616	48 Hours
5 <sup>th</sup> January 1	.09615	25 days/200 Hours	.05768	60 Hours
10 <sup>th</sup> January 1	.11538	30 days/240 Hours	.07690	80 Hours

<sup>1</sup>PTO accrual is based upon employees' regular work schedules; the accrual does not include time worked as over time or leaves of absence unpaid by the Company.

<sup>2</sup>Annual PTO full-time accruals as show assume an employee having 2080 paid hours per year (40 hours per week). Actual accruals will vary according to an individual's work schedule.

<sup>3</sup>Annual PTO part-time accruals as show assume an employee having 1040 paid hours per year (20 hours per week). Actual accruals will vary according to an individual's work schedule.

#### **Scheduling of PTO**

The use of PTO is subject to supervisor approval. PTO must be scheduled in advance when used for any reason that can be anticipated and scheduled ahead of time (i.e., vacations, holidays, personal leaves, planned medical leaves and personal appointments). Excessive, unscheduled absences whether paid or unpaid will be monitored and may result in disciplinary action, up to and including termination of employment.

Any absences of five or more consecutive work days due to personal illness or injury must be coordinated through Belo's absence management administrator.

Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves.

**Borrowing PTO Hours**

Employees may borrow up to 40 hours of PTO during a calendar year, subject to management approval. Borrowed time plus time accrued in a calendar year may not exceed the maximum PTO time that an employee would normally accrue during such calendar year. If an employee terminates prior to accruing sufficient hours to off-set borrowed PTO time, the cash equivalent of the amount of hours borrowed, but not yet accrued, will be deducted from the final paycheck. If there are not sufficient funds available in the final paycheck to cover that amount, the employee will be responsible for reimbursing the Company for the amount due.

**Carry Over**

PTO is a benefit intended to provide the employee paid time away from working during the calendar year in which the PTO time is accrued. While not intended to be carried over from one year to another, the Company will nevertheless allow up to 40 unused PTO hours to be carried over from one calendar year to the next calendar year; however, at no time may carryover hours exceed 40.

**Recording of PTO Hours**

PTO time should be recorded in Kronos in the pay period that it is used. Non-exempt employees may record PTO in increments of one hour. Exempt employees may only record PTO time in full day (eight hour) increments.

Kronos will maintain a record of planned and unplanned PTO use. PTO that is scheduled and approved in advance should be recorded in Kronos as "Planned PTO". PTO that is not pre-approved should be recorded in Kronos as "Unplanned PTO"

**Payment of PTO Hours**

Payment of approved PTO time will be calculated based on the employee's base pay rate at the time of absence. PTO time will not be considered for purposes of determining overtime and will not be considered when applying any other types of premium pay, such as shift differentials.

**Time Off for Jury Duty, Bereavement, Witness Duty, Voting and Military Leave**

Employees will not be required to use PTO for jury duty, bereavement, voting or military leave. Time off in these cases will be paid in accordance with current policies then in place.

**Payment upon Termination**

Employees will be eligible to be paid for PTO hours currently accrued but unused as of the date of their termination.

## **Belo Corp.**

### **2010 Changes to Paid Time off Policies**

### **Frequently Asked Questions**

Belo recognizes that employees have diverse needs to be away from work. To provide flexibility, effective January 1, 2010, employees will accrue time off under a new Paid Time Off (PTO) program. We've compiled *frequently* asked questions that we hope you'll find beneficial; if you have other questions, please e-mail them to [benefits@belo.com](mailto:benefits@belo.com).

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#### **1. What is PTO?**

A PTO Plan encompasses vacation, sick pay and certain holidays to be used at the employee's discretion and provides employees with flexibility in managing their time away from work.

PTO is accrued for used during a calendar year. This is different than our current approach when employees are granted vacation and sick days, based on tenure, as of January 1<sup>st</sup> each year.

#### **2. Will my vacation and pay for personal illness change under the PTO plan?**

Paid time off for purposes of vacation and personal illness will no longer be categorized separately. Time-off for personal illness, vacation days and certain days now categorized as holidays will be replaced with PTO time.

For full-time employees, the annual PTO benefit will include vacation days, three days previously designated as holidays and at least five days previously designated as sick pay.

#### **3. How will paid holidays change as a result of PTO?**

Effective January 1, 2010, the company will observe seven fixed holidays each calendar year. These holidays are New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The remaining three holidays that employees are currently eligible for will be rolled into the total PTO allotted time. (Examples include Good Friday, the Friday after Thanksgiving, the Personal or Birthday Holiday, and Mardi Gras.)

#### **4. Why is the Company making this change?**

The PTO policy is intended to provide employees greater opportunities to better manage time off from work. PTO policies are a common approach for providing time-off benefits and will allow us to offer a more complete benefit on a consistent basis across the company.

**5. Who is eligible for PTO?**

All regular full-time and part-time employees are eligible for PTO. Part-time employees who work less than 30 hours per week on a regular basis are also eligible but will accrue PTO time at a different rate. Temporary employees (including interns) are not eligible for PTO.

**6. How much PTO time will I accrue each year?**

PTO accrual begins immediately upon hire or transfer into a PTO eligible position. Accruals are based upon an employee’s regular work schedule up to a maximum of 2080 hours per year. Part-time employees who work less than 30 hours per week on a regular basis will accrue PTO time at a different rate than full-time employees, Length of service determines the rate at which an employee will accrue PTO time (see table below). Employees become eligible for the next higher accrual rate on the third, fifth, and tenth January 1 following the employee’s date of hire. Employees do not accrue time while on unpaid leaves of absences or long term disability.

**PTO Accrual Schedule**

Service Based Accrual Break-Points	Full-time Employees' Hourly PTO Accrual Rate <sup>1</sup>	Full-time Employees' Annual PTO Accrual Rate <sup>2</sup>	Part time Employees' Hourly PTO Accrual Rate <sup>1</sup>	Part-time Employees' Annual PTO Accrual Rate <sup>3</sup>
1 <sup>st</sup> Calendar Year	.06924	Prorated	.03846	Prorated
1 <sup>st</sup> January 1	.06924	18 days/144 Hours	.03946	40 Hours
3 <sup>rd</sup> January 1	.07693	20 days/160 Hours	.04616	48 Hours
5 <sup>th</sup> January 1	.09615	25 days/200 Hours	.05768	60 Hours
10 <sup>th</sup> January 1	.11538	30 days/240 Hours	.07690	80 Hours

<sup>1</sup>PTO accrual is based upon employees’ regular work schedules; the accrual does not include time worked as over time or leaves of absence unpaid by the company.

<sup>2</sup>Annual PTO full-time accruals as show assume an employee having 2080 paid hours per year (40 hours per week). Actual accruals will vary according to an individual’s work schedule.

<sup>3</sup>Annual PTO part-time accruals as show assume an employee having 1040 paid hours per year (20 hours per week). Actual accruals will vary according to an individual’s work schedule.

**7. Will I be eligible to take any PTO days when the policy is introduced January 1, 2010?**

Yes, a one time transition year grant of 2, 3, or 4 days will be provided on January 1, 2010 to each eligible employee (see chart below). Thereafter, eligible employees will accrue PTO based on service.

The chart below shows how these additional PTO days will be awarded for eligible full-time employees. Part-time employees will be eligible for a similar grant of hours based on their regular work schedule.

<b>If as of January 1, 2010, you would have been granted:</b>	<b>Initial grant on January 1, 2010</b>
2 weeks vacation	2 days
3 weeks vacation	3 days
4 weeks vacation	4 days

**8. May I borrow additional time if my accrual is insufficient to cover an absence?**

Employees may borrow up to 40 hours of PTO in a calendar year subject to management approval; however, borrowed time and time already accrued in a calendar year may not exceed the maximum PTO time that you'd normally accrue during such calendar year.

**9. If I don't use all of my PTO time, may I carry over any unused amounts into the next calendar year.**

PTO is a benefit intended to provide the employee paid time away from work during the calendar year in which the PTO time is accrued. While not intended to be carried over from one year to another, the Company will nevertheless allow up to 40 unused PTO hours to be carried over from one calendar year to the next calendar year; however, at no time may carryover hours exceed 40.

There is no carryover of hours from 2009 to 2010.

**10. How will I record PTO time taken?**

Kronos will maintain a record of planned and unplanned PTO use. PTO that is scheduled and approved in advance should be recorded in Kronos as "Planned PTO". PTO that is not pre-approved should be recorded in Kronos as "Unplanned PTO".

Non-exempt employees may take PTO time in increments of one hour. Exempt employees may not record PTO time in increments less than eight hours.

**11. Where will I be able to find how much PTO time I have available?**

PTO time will appear under the accrual tab in Kronos. Your accrual will be updated each pay period for hours earned and taken in the previous pay period. Borrowed hours must also be recorded and will be reflected as a negative balance.

**12. What happens to my accrued but unused PTO time if I leave the company?**

Beginning January 1, 2010, eligible employees will be eligible to be paid the balance of any accrued but unused PTO at the time of separation.

**13. What happens if I borrow and leave the Company prior to accruing the number of days that I borrowed?**

The cash equivalent of the amount of PTO hours that you have borrowed but not yet Accrued will be deducted from your final paycheck. If there are not sufficient funds available in the final paycheck to cover that amount, you will be responsible for reimbursing the Company for any additional amount due.

**14. Will PTO count towards overtime calculation?**

No, PTO will not be considered for purposes of calculating overtime.

**15. What are the scheduling requirements for using PTO?**

Employees should make every effort to give as much advance notice as possible when they become aware of the need for time off.

The use of PTO is subject to supervisor approval. PTO must be scheduled in advance when used for any reason that can be anticipated and scheduled ahead of time (i.e., vacations, holidays, personal leaves, planned medical leaves and personal appointments). Excessive, unscheduled absences whether paid or unpaid will be monitored and may result in disciplinary action, up to and including termination of employment.

Any absences of five or more consecutive work days due to personal illness or injury must be coordinated through Belo's absence management administrator.

Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves.

**16. What happens if I have an extended illness that begins in 2009 and extends into 2010? Will the new or current policy apply?**

If an extended illness begins in 2009 and carries over into 2010, the policies that are in place in 2009 will continue to apply for the duration of that extended illness. PTO time will begin in 2010 upon return to work.

**17. Are there any other benefits impacted by the change to PTO?**

The benefits available for extended absences due to personal illness or injury that extend beyond a week are being modified to conform to the new PTO program and to make the benefits uniform across the Company. These short term disability benefits are described below.

**18. What is Short Term Disability?**

Short Term Disability or STD is available to full time employees. STD provides income continuation benefits for illness or injury-related absences that extend beyond one week. The level of income continuation benefit that an employee is eligible to receive is based on years of service. The first five days of an absence may be covered by PTO time (if available). For an extended absence, STD provides the benefits outlined below provided the absence has been approved by the Company’s third party absence management administrator (currently MetLife).

<b>Service-Based STD Benefit Break Points</b>	<b>STD Days Paid at 100%<sup>1</sup></b>	<b>STD Days Paid at 60%<sup>1</sup></b>
1 <sup>st</sup> Calendar Year	10 days/80 hours	20 days/160 hours
1 <sup>st</sup> January 1	15 days/ 120 hours	110 days/880 hours
3 <sup>rd</sup> January 1	25 days/200 hours	100 days/800 hours
5 <sup>th</sup> January 1	45 days/360 hours	80 days/640 hours
10 <sup>th</sup> January 1	75 days/600 hours	50 days/400 hours
15 <sup>th</sup> January 1	125 days/1,000 hours	NA

<sup>1</sup>Assumes employee is regularly scheduled to work 5-day, 40 hour work weeks.

Long term disability benefits are available to full-time employees with one year or more of service and with proper approval, provide income continuation when an employee’s absence extends for more than six months (130 regular work days).

**19. Am I required to use PTO for jury duty, bereavement, witness duty, voting and military leave?**

No. Jury duty, bereavement, witness duty, voting, and military leave are managed separately from the PTO plan.

*If the terms of your employment are covered by a collective bargaining agreement, the PTO plan may not apply to you at this time. Your Human Resources representative will provide further information.*