

# **AGREEMENT**

**Between**

**Gray Media Group, Inc./WABI-TV**

**and**

**IBEW Local #1837**

**January 1, 2022 – June 30, 2023**

**TABLE OF CONTENTS**

AGREEMENT ..... 1

BASIC PRINCIPLES..... 1

ARTICLE I – MANAGEMENT RIGHTS ..... 1

    SECTION 1. RESERVED MANAGEMENT RIGHTS..... 1

    SECTION 2. GRAY’S POLICIES AND PROCEDURES ..... 1

    SECTION 2(a). INCORPORATION OF EMPLOYEE HANDBOOK ..... 1

    SECTION 2(b). CHANGES TO EMPLOYEE HANDBOOK..... 1

ARTICLE II – UNION RIGHTS AND OBLIGATIONS ..... 2

    SECTION 1. RECOGNITION ..... 2

    SECTION 2. UNION MEMBERSHIP..... 2

    SECTION 2(a). REQUIRED UNION MEMBERSHIP ..... 2

    SECTION 2(b). CHANGE IN APPLICABLE LABOR LAW ..... 2

    SECTION 3. MEET AND CONFER ..... 2

    SECTION 4. INSPECTION RIGHTS..... 2

    SECTION 5. NO ASSIGNMENT TO EMPLOYERS WITH CURRENT  
        LABOR DISPUTE..... 3

ARTICLE III – NO STRIKE OR LOCKOUT ..... 3

ARTICLE IV – WORK JURISDICTION ..... 3

    SECTION 1. COVERED WORK..... 3

    SECTION 2. EXCEPTIONS TO COVERED WORK..... 3

    SECTION 3. REASSIGNMENT OF WORK DUTIES ..... 4

    SECTION 4. STUDIO DIRECTOR AUTHORITY ..... 5

    SECTION 5. TECHNICAL MEDIA PRODUCER ..... 5

ARTICLE V – OPERATING AND MAINTENANCE TECHNICIANS ..... 5

    SECTION 1. ASSIGNMENT OF WORK..... 5

    SECTION 1(a). ASSIGNMENT OF OPERATING TECHNICIANS ..... 5

    SECTION 1(b). ASSGINMENT OF MAINTENANCE TECHNICIANS ..... 5

    SECTION 2. RATE OF PAY ..... 5

    SECTION 2(a). OPERATING TECHNICIANS ..... 5

    SECTION 2(b). MAINTENANCE TECHNICIANS ..... 5

    SECTION 2(c). OPERATING TECHNICIAN PERFORMING WORK OF  
    MAINTENANCE TECHNICIAN..... 5

    SECTION 3. EVALUATION OF MAINTENANCE TECHNICIANS..... 5

    SECTION 3(a). QUALIFICATIONS OF MAINTENANCE TECHNICIANS..... 6

    SECTION 4(a). QUALIFICATIONS OF MAINTENANCE TECHNICIANS..... 6

    SECTION 4(b). SELECTION OF QUALIFIED CANDIDATES ..... 6

    SECTION 5. TRANSFER OF MAINTENANCE TECHNICIANS ..... 6

    SECTION 6. FULL/PART-TIME EMPLOYEES..... 6

ARTICLE VI – LAYOFF AND DISCHARGE ..... 7

    SECTION 1. NOTICE OF LAYOFF AND LAYOFF PROCEDURES ..... 7

SECTION 2. JUST CAUSE DISCHARGE.....	7
SECTION 3. OPERATING TECHNICIAN PROBATIONARY PERIOD.....	7
ARTICLE VII – ARBITRATION AND GRIEVANCES .....	7
SECTION 1. GRIEVANCE FILING .....	7
SECTION 2. TIME FOR GRIEVANCE FILING.....	8
SECTION 3. ARBITRATION RULES AND PROCEDURES .....	8
SECTION 3(a). TIME FOR FILING APPEAL TO ARBITRATION.....	8
SECTION 3(b). ARBITRATOR SELECTION.....	8
SECTION 3(c). ARBITRATOR JURISDICTION AND AUTHORITY.....	8
SECTION 3(d). EQUAL SHARE OF ARBITRATION COSTS.....	8
SECTION 3(e). ARBITRATION LOCATION.....	9
ARTICLE VIII – COMPENSATION .....	9
SECTION 1. MINIMUM STARTING WAGES.....	9
SECTION 2. WAGE INCREASES.....	9
SECTION 3. BONUS PAYMENTS.....	9
SECTION 4. TECHNICIAN OVERTIME.....	9
SECTION 5. CANCELLATION OF SCHEDULED OVERTIME .....	10
ARTICLE IX – HOURS OF WORK .....	10
SECTION 1. WORK WEEK.....	10
SECTION 2. REGULAR WORK ASSIGNMENTS .....	10
SECTION 2(a). SCHEDULING OF REGULAR WORK ASSIGNMENTS .....	10
SECTION 2(b). SCHEDULE REDUCTIONS.....	11
SECTION 3. CONSECUTIVE DAYS OFF.....	11
SECTION 4. SCHEDULING OF FURLOUGH DAYS .....	11
SECTION 5. OVERLAP FOR TV CONSOLE OPERATORS .....	11
SECTION 6. REST PERIODS .....	11
SECTION 7. TECHNICIAN TIME ALLOWANCES.....	11
ARTICLE X – BENEFITS .....	12
SECTION 1. GRAY BENEFITS.....	12
SECTION 2. LEAVES OF ABSENCE.....	12
ARTICLE XI – PAID TIME OFF (PTO) .....	12
SECTION 1. PAID TIME OFF (PTO).....	12
SECTION 2. PTO SCHEDULING.....	12
ARTICLE XII – SAFETY .....	13
SECTION 1. ON-DUTY TECHNICIANS DURING MAJOR REPAIRS .....	13
SECTION 2. ANTENNA MAINTENANCE.....	13
SECTION 3. SAFETY/WELLNESS COMMITTEE.....	13
ARTICLE XIII – GENERAL STANDARDS .....	14
SECTION 1. FURNISHING OF TOOLS .....	14

SECTION 2. PREFERENCE FOR ON-THE-JOB TRAINING .....14

SECTION 3. TECHNICIAN MAIL SLOTS.....14

SECTION 4. REIMBURSEMENT OF TRAVEL EXPENSES.....14

SECTION 5. EMPLOYEE TRANSPORTATION.....14

SECTION 6. USE OF EMPLOYER SNOWMOBILE OR ATV.....14

ARTICLE XIV – SEPARABILITY .....15

ARTICLE XV – TERMINATION OF AGREEMENT .....15

SECTION 1. CONTRACT TERM.....15

SECTION 2. MODIFICATION/TERMINATION OF AGREEMENT.....15

# AGREEMENT

January 1, 2022 – June 30, 2023

Agreement made and entered into as of the 1st day of January, 2022, by and between Gray Media Group, Inc. (d/b/a WABI-TV), located in Bangor, Maine, hereinafter called the “Employer” and Local Union #1837 of the International Brotherhood of Electrical Workers, hereinafter called the “Union,” bargaining representative for all television technicians and engineers, (excluding the Chief Engineer, IT Supervisor, Facilities Supervisor and the Operations Supervisor), herein called “Operating Technicians” and “Maintenance Technicians,” and collectively as “Technicians,” now or hereafter employed by the “Employer,” its lessees, successors, or assigns during the term of this Agreement.

## BASIC PRINCIPLES

The Employer and the Union have a mutual interest in the Broadcasting Industry. Stabilized conditions of employment improve the relationship between the Employer, the Union, and the Public. All will benefit by harmonious relations and by adjusting any differences through rational, common sense methods.

WHEREFORE to these ends and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

## ARTICLE I MANAGEMENT RIGHTS

Section 1. Reserved Management Rights. The Union recognizes and agrees that certain rights, such as the management of the enterprise, the assignment of work, the direction and control of the operations of the Employer; the direction of the working force (including the right to hire, assign, promote, discharge or discipline for just cause, and establish work schedules); the determination of the size and complement of the work force; the determination of the scope of the Employer's activities programs and products to be developed, prepared and/or broadcast and the methods pertaining thereto; the location of the facilities to be used; the materials and products to be acquired or utilized; and the equipment, technique and methods to be utilized and the layout thereof the right to introduce new or improved procedures, methods, processes, facilities, machinery and equipment, and to make technological changes; and the right to carry out decisions which are deemed necessary for the implementation of these rights; must be and are reserved exclusively to the Employer to the extent that the exercise of these rights does not violate any of the express provisions of this Agreement.

Section 2. Gray's Policies and Procedures.

- (a) Incorporation of Employee Handbook. The Gray Media Employee Handbook, is hereby incorporated by reference and made applicable to all bargaining unit Employees. In the event that a specific provision of the Gray Handbook directly

conflicts with a specific provision of the collective bargaining agreement, the collective bargaining agreement shall prevail.

- (b) Changes to Employee Handbook. It is further specifically understood and agreed that the Company can modify, amend, delete, add to or revise the Gray Media Employee Handbook so long as such change is on the same terms and conditions applicable to other similarly situated employees of Gray Media Group, Inc./WABI-TV and that the Company recognizes the Union's right to bargain the effects of the change. Absent an emergency, the Company will provide the Union with thirty (30) calendar days advance notice of any future changes to any handbook provision.

## **ARTICLE II UNION RIGHTS AND OBLIGATIONS**

Section 1. Recognition. The Employer recognizes the right of its Employees to organize and to bargain collectively through representatives of their own choosing. Local Union #1837 of the International Brotherhood of Electrical Workers is hereby recognized as the collective bargaining representative for all Technicians employed by the Employer during the term of this Agreement.

Section 2. Union Membership.

- (a) Required Union Membership. All Technicians 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. Technician Employees who are not members of the Union shall make application for membership therein not later than thirty (30) days after employment, or the effective date of this Agreement, whichever is the later.
- (b) Change in Applicable Labor Law. In the event any change is made in any applicable labor law or statute by legislation or adjudication, which may permit a greater degree of union security than that provided for in this Agreement, it is agreed that the Union may serve written notice upon the Employer and the parties hereto will renegotiate such provisions of this Agreement as may be affected.

Section 3. Meet and Confer. 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.

Section 4. Inspection Rights. Authorized representatives of the Union shall be allowed access to premises of the Employer where members of the Union are employed under this Agreement, to inspect or investigate broadcast operations of the Employer for compliance with the terms and conditions herein, provided that they give at least forty-eight (48) hours' advance notice and then are accompanied by an Employer representative.

Section 5. No Assignment to Employers with Current Labor Dispute. The Employer will not assign any Technician to work at any employer at which there is a current labor dispute to perform the work of the other Employer's Employees engaged in the dispute.

### **ARTICLE III NO STRIKE OR LOCKOUT**

During the term of this Agreement, the Union agrees that it will not authorize a strike, work stoppage, or work slowdown of the Employer's operation by the Union or Employees and the Employer agrees that it will not engage in a lockout, because of any proposed changes in this Agreement or disputes relating to this Agreement. The Union further agrees that it will take every reasonable means which are within its powers to prevent and terminate any action prohibited by this Agreement. There shall be no responsibility on the part of the Union, its officers, representatives or affiliates for any activity prohibited by this paragraph if they have otherwise met their obligations under this paragraph. All questions, disputes or controversies arising hereunder, including failure to agree on changes proposed as provided in Article 15, below shall be settled and determined solely and exclusively by the conciliation and arbitration procedures provided in this Agreement.

### **ARTICLE IV WORK JURISDICTION**

Section 1. Covered Work. The work covered by this Agreement, shall include all work in connection with the installation (except the installation of conduit and wires therein, the wiring of light circuits and the wiring of power circuits up to the final distribution panel), and on-air operation from local or remote panels located within the master control room. The work also includes installation, maintenance and repair of television broadcast and related equipment located throughout the building and at remote sites owned and or operated by WABI-TV. Technicians scheduled to work in Master Control shall not be required to perform duties outside the scope of this agreement. Any time a Technician is not scheduled in Master Control they may be assigned other reasonable duties for which they are capable of performing.

Section 2. Exceptions to Covered Work. The following exceptions will apply:

- a. TV production personnel may operate cameras, studio lighting, cue systems, power cables, equipment remote control panels and all equipment, which are not located in the Master Control room.
- b. The Chief Engineer, IT Supervisor, Facilities Supervisor and Operations Supervisor may maintain and operate all equipment owned, used, or operated by or on behalf of the Employer. Provided, however, neither the Chief Engineer nor the Supervisor will be scheduled to work as a replacement for any Technician for more than 30 days except in the event of an emergency.

- c. The parties acknowledge that the industry is experiencing rapid developments in technology accompanied by changes in the structure and operation of the business. To keep pace with the demands imposed by such changes and to enable the Employer to meet regulatory time constraints, the parties agree that outside vendors, manufacturers and suppliers may (1) perform initial installation of new equipment, (2) perform any work necessary to maintain a manufacturer's or vendor's warranty or guarantee, and (3) train bargaining unit members in the operation of such new installations. It is further agreed that new technology enhancements added by the Employer may be operated by non-bargaining unit personnel, provided such enhancements are not located in the Master Control room.
- d. During temporary labor shortages, within the bargaining unit, i.e.; vacations, Employee turnover, family and medical leave, or other illnesses the Employer reserves the right to fill such vacancies with nonunion Employees. In doing so the Employer agrees to limit such temporary assignment to cover the duration of the approved medical leave such as FMLA, MMLA, or ADA. It is further understood and agreed that the Employer may at its sole discretion cause nonunion personnel to be trained in these areas so long as a Union Employee maintains operating control of the systems located in the Master Control room during these training sessions.
- e. Individuals outside the bargaining unit may also perform covered work on an intermittent basis so long as bargaining unit members are not displaced as a result and the number of bargaining unit positions are not reduced.

Section 3. Reassignment of Work Duties. The Employer, at its discretion, may move Employees to different duties, assignments or shifts without regard to seniority, to better serve the needs of the Employer. Before making such a move, the Employer will:

- a. Advise the affected Employees in writing of the reason for the move and if the move is related to an Employee's performance, the Employer will provide an assessment to such Employee of the employee's strengths and weaknesses that may have led to the Employer's decision.
- b. Except in the event of an emergency, which shall be reasonably determined by the Employer, implement the move no sooner than twenty-one (21) calendar days after notice to the Employees, and
- c. Offer any Employee whose weaknesses were an issue in such a move, reasonable in-house training to address any such weaknesses.

After the expiration of twenty-one (21) calendar days, the Employer may implement the move if all the Employees have not adequately addressed any weaknesses that led to the decision.

Nothing in this paragraph shall obligate the Employer to offer different duties, assignments or shifts to an Employee.



Section 4. Studio Director Authority. Unless otherwise directed by the Chief Engineer, IT Supervisor or Facilities Supervisor, Technicians are considered to be subordinate to the Studio Director in matters concerning television programming and production.

Section 5. Technical Media Producer. The parties will meet and confer over the decision of the Employer to create a TMP classification and bargain the effects thereof.

## **ARTICLE V OPERATING AND MAINTENANCE TECHNICIANS**

Section 1. Assignment of Work.

- (a) Assignment of Operating Technicians. Operating Technicians may perform any and all work assigned except work they are not qualified to perform as determined by the Chief Engineer.
- (b) Assignment of Maintenance Technicians. It is understood that the Employer will not be obligated to assign any Technician to a Maintenance Technician position unless there is a vacancy in a Maintenance Technician job to be filled. It is agreed that a "vacancy" in a position does not exist unless and until the Employer determines to fill that position.

Section 2. Rate of Pay.

- (a) Operating Technicians: Present and future Operating Technicians will be paid at the Operating Technician rate.
- (b) Maintenance Technicians: Present and future full-time trained and assigned Maintenance Technicians will be paid at the Maintenance Technician rate.
- (c) Operating Technician Performing Work of Maintenance Technician. It is agreed that at such times as an Operating Technician is used to perform a part of the work normally assigned only to a Maintenance Technician, such Operating Technician shall receive an additional \$7.50 per week for the payroll week in which such Maintenance Technician work is performed.

Section 3. Evaluation of Maintenance Technicians. Each new Maintenance Technician will be evaluated to determine if the Technician is qualified to fill the Maintenance Technician position. Such evaluation will be completed within the first one hundred twenty days (120) days.

Section 4.

(a) Qualifications of Maintenance Technicians.

1. Strong background in electronic fundamentals and understanding of state of the art circuit design and component operations.
2. Have knowledge of proper trouble shooting techniques.
3. Understand TV plant design and operation.
4. Able to identify and correct most problems within all systems of the plant, and be able to handle exceptions with adequate training.
5. Complete understanding of test equipment and proper operating procedures.
6. Desire and ability to deal with changing technology.
7. "IT" knowledge and experience.
8. Able and willing to take direction from Supervisors.

(b) Selection of Qualified Candidates. It is the general practice of the Employer to promote from within where qualified candidates for the position exist. Vacancies occurring in the Maintenance Technician category will be posted internally for the benefit of existing Employees at the same time they are advertised externally. Qualifications will be determined by the Chief Engineer. Selection of the candidate to fill the vacancy shall be based upon qualifications. Where selection is focused on two internal candidates who each possess equal qualifications, the selection shall be based upon seniority.

Section 5. Transfer of Maintenance Technicians. It is further agreed that should the Employer find it necessary to transfer a Maintenance Technician to perform work outside the Maintenance Technician classification, the Employer will transfer the most qualified Maintenance Technician as determined by the Chief Engineer or Supervisor. If two Technicians are deemed to be equally qualified, then the less senior Employee will be transferred.

Section 6. Full/Part-Time Employees. Technicians (other than temporary Technicians) who are normally scheduled to work thirty (30) or more hours of work each week will be considered full-time Employees and such Employees who normally are scheduled for less than thirty (30) hours of work each week will be considered part-time Employees. A Technician who is scheduled to work thirty (30) or more hours for a period of ninety (90) days will be considered to be "normally" scheduled to work such hours. If a full-time position is eliminated and a part-time position is created, the full-time Employee in the position at that time will have first refusal to

take that part-time position. Regular part-time Employees working less than thirty (30) hours per week will be eligible for vacation benefits as and to the extent provided under the General Vacation Policy.

## **ARTICLE VI LAYOFF AND DISCHARGE**

Section 1. Notice of Layoff and Layoff Procedures. Should it become necessary at any time for the Employer to layoff any Technician, the Employer shall give the Employee at least two (2) weeks' notice of such layoff and, for Employees who have been employed by the Company for a minimum of two (2) years, at least two (2) weeks' severance. The notice shall be in writing and on the effective date of the Employee's layoff the Employer shall grant the Employee a service letter. Employees must work the notice period in the employ of the Company in order to be eligible to receive the severance.

The Company will notify the Steward in writing of the terms of the layoff at the same time that it notifies the Employees.

Section 2. Just Cause Discharge. The Employer shall have the right to discharge any Technician immediately for just cause. The reason for such discharge shall be given the Union or the Technician upon request. If the Union believes any such discharge to be unjustified, the matter shall then be considered as a grievance, and shall be handled as stated in Article VII of this Agreement.

Section 3. Operating Technician Probationary Period. A new Operating Technician Employee shall be on probation for the first ninety (90) days of employment. If after a fair trial the Employer believes such probationary Technician is not qualified for the position to be filled, the Employer may, at any time during such probationary period, terminate the employment of such Technician upon one (1) week's notice. During the period of probationary employment a Technician shall work under the conditions and receive not less than the minimum rate of pay provided in this Agreement.

## **ARTICLE VII ARBITRATION AND GRIEVANCES**

Section 1. Grievance Filing. All questions, disputes or grievances as to the interpretation, application or performance of the terms of this Agreement, shall first be taken up by either party for adjustment between the Employer and the Shop Steward. In the event no satisfactory settlement of the issue is reached, it shall then be considered by the Employer, an authorized representative of the Union's Business Manager and the Shop Steward. The Employer will pay up to two (2) hours release time per occasion to the Shop Steward for a stop lost straight time only basis in representing grievances with the Employer under this agreement. Any time spent by the Steward in excess of two (2) hours shall be conducted on Union or personal time, not on

paid working time. Should they fail to adjust the matter, either party may require arbitration of such issue by giving written notice to the other. Any grievances resolved prior to a decision by an arbitrator will be non-precedential, unless otherwise agreed.

Section 2. Time for Grievance Filing. The Union shall present any grievance it has in writing to the Employer. If a written grievance is not presented within seven (7) calendar days of the Union becoming aware of the event giving rise to the grievance, the grievance will be considered null and void. The parties are encouraged to initiate grievances at the earliest reasonable date. Upon presentation of the grievance to the Company the parties shall meet within fifteen (15) calendar days.

Section 3. Arbitration Rules and Procedures.

- (a) Time for Filing Appeal to Arbitration. Any grievance that has not been resolved by the Employer and the authorized representative of the Union's Business Manager after their meeting on the subject, may be appealed within thirty (30) calendar days of the Employer's written answer to arbitration by the Union by serving a written notice on the Employer indicating the Union's intention to appeal the grievance and setting forth a written statement of the specific provision or provisions of this agreement at issue. If, however, the grievance is not appealed to arbitration as provided in this section within the thirty (30) day period, the grievance shall be considered barred. No individual employee shall have the right to invoke this arbitration procedure.
- (b) Arbitrator Selection. Promptly after the Union's notice of intention to appeal to arbitration, the Union shall submit the grievance to the American Arbitration Association and an arbitrator shall be selected in accordance with the voluntary rules of the American Arbitration Association.
- (c) Arbitrator Jurisdiction and Authority. The jurisdiction and authority of the arbitrator of the grievance and the opinion and award shall be confined exclusively to the express provision or provisions of this agreement at issue between the Union and the Employer. He or she shall have no authority to add to, detract from, alter, amend or modify any provision of this agreement. The award in writing of the arbitrator on the merits of any grievance properly adjudicated within its jurisdiction and authority shall be final and binding on the Union, the Employer and Technicians.
- (d) Equal Share of Arbitration Costs. The cost and expenses of the arbitrator will be borne equally by the parties. The fees and expenses of counsel and witnesses called by either party shall be borne by the parties so calling counsel and witnesses; the cost and expenses of the production of records will be borne by the party asking for the production of such records.

- (e) Arbitration Location. All arbitrations under this section shall take place within the city limits of the City of Bangor, Maine.

## **ARTICLE VIII COMPENSATION**

Section 1. Minimum Starting Wages. The minimum starting rates in each classification shall be:

Maintenance Technicians - 2019 \$15.12. If this position is filled in the future, the minimum wage shall be a subject of negotiations.

Operating Technicians - 2022 \$15.00

Part-Time Operating Technician – Individuals in this classification will receive increases as specified by state law.

Section 2. Wage Increases:

\*1/1/22 – A General wage increase of 2.5% to 2021 wages to all full-time bargaining unit employees.

\*1/1/23 – A General wage increase of 2.5% to 2022 wages to all full-time bargaining unit employees.

\*Andrew Littlefield’s wage will be adjusted to \$16.00 per hour on 1/1/2022, but not the general increase. He will receive the 1/1/23 increase.

In the event no general bonus is issued for 2021, bargaining unit Employees to receive a \$250.00 lump sum payment on or before March 1, 2022.

Section 3. Bonus Payments: The Employer may withhold any lump sum payment of any kind that might be offered to Employees outside the bargaining unit in its complete discretion. Any such decision is not subject to the grievance or arbitration provisions herein.

Section 4. Technician Overtime. Technicians shall be paid overtime for work performed as follows:

- a. Overtime hours will be all hours worked in excess of twelve (12) hours daily or forty (40) hours weekly and shall be paid at one and one-half (1 ½) times the regular straight-time rate of pay.
- b. Technicians called in to work on their regularly scheduled day(s) off shall, if they have not been given an alternate day off in that workweek, be paid at one and one-half times (1 ½) the regular straight-time rate of pay for all hours worked on such day.

- c. Overtime shall be computed to the nearest quarter hour.
- d. The Employer agrees to distribute overtime among its Employees as equally as practicable, taking into consideration the availability of qualified Technicians. Any Employee contacted by the Employer and refusing overtime will be charged with the hours which will be part of the disbursement summary as though he or she had worked the time.
- e. Upon request of the Union, or any of the members, the Employer agrees to provide a list of overtime work assigned to Technicians or Operators during the prior month or for the current year.

Section 5. Cancellation of Scheduled Overtime. If a Technician is scheduled to work overtime in connection with a live remote broadcast, and the Technician's schedule is reduced because of cancellation or the live broadcast:

- a. If the Employer notifies the Technician less than three (3) days in advance, but no later than noon on the day before the scheduled remote broadcast, the Technician shall be paid only for the time actually worked; and
- b. If the Employer notifies the Technician later than noon on the day before the scheduled remote broadcast, the Technician shall be paid the greater of the time actually worked or three (3) hours straight time.

## **ARTICLE IX HOURS OF WORK**

Section 1. Work Week. The parties agree that the weekly schedule for Technicians may be varied, at the discretion of the Employer, to twelve (12) hours or less per shift, for five (5) or less days each week to allow the Employer to respond to operating circumstances. It is understood that the workday of a Technician, other than the console operator shall consist of their normal scheduled hours of work to be completed within that schedule of hours plus an additional one (1) hour off during the day, which may be taken for an unpaid meal period. The console operator eats lunch on the job with no break in their normal daily schedule of hours for the purpose of eating a meal.

Section 2. Regular Work Assignments.

- (a) Scheduling of Regular Work Assignments. A schedule or Technician's regular work assignments shall be made up one (1) week in advance. Such schedule showing time in and time out will be posted at least one (1) week in advance of the beginning of each work week, and if changes in such schedule are required thereafter, any Technician affected shall be personally notified when such change is known.

- (b) Schedule Reductions. The schedule of any Technician cannot be reduced unless the three (3) days advance notice is provided.

Section 3. Consecutive Days Off. The Employer will endeavor to grant each Technician two (2) consecutive days off each week and will endeavor to grant each Technician working on a four (4) day week, three (3) consecutive days off each week. Such consecutive days all shall be established and granted with regularity and shall not be changed on less than five (5) days written notice in advance of either the previously scheduled days off or the newly scheduled days off, whichever is earlier.

Section 4. Scheduling of Furlough Days. The Employer may schedule furlough days to respond to operating circumstances, but shall give at least two (2) weeks' notice to any affected Technician and to the extent practical shall spread the burden of furlough days equally amongst the Technicians.

Section 5. Overlap for TV Console Operators. TV Console Operator Schedules shall allow a fifteen (15) minute overlap for changing shifts.

Section 6. Rest Periods. A Technician or Operator shall be allowed eight (8) hours rest period between the completion of any one (1) days tour of duty and the beginning of the next days tour of duty. Management shall pay overtime for any hours worked until the Technician or Operator has received eight (8) hours of continuous rest time.

Section 7. Technician Time Allowances. Technician shall be credited with the following time allowances:

- a. When sent out of Bangor on an assignment requiring the Employee to remain away overnight, the Employee shall be credited with no less than one (1) eight (8) hour shift for each day the Employee is away on such assignment. All time spent in traveling shall be considered as time worked.
- b. When sent out of Bangor on an assignment which requires the Employee to return to the point from which he or she started on the same work day, the Employee shall be credited with the total elapsed time spent on such assignment.
- c. The Employee shall not be credited with time spent reporting to or from work at studios or transmitters, but shall be credited with all time spent thereafter during the Employee's day's assignment, such as traveling between studios, remotes, transmitters, or other assignments on which traveling is required. If a Technician is assigned for less than a full shift of work at the transmitter, the Technician shall report first to the studio; if a Technician is assigned to work a full shift at the transmitter, the Technician shall report for work at the transmitter.

**ARTICLE X  
BENEFITS**

Section 1. Gray Benefits. The benefits Gray Media Group, Inc./WABI-TV offers to its broadcasting group Employees, as set forth in the Gray Media Employee Handbook and other applicable policies, shall be made available to Employees on the same terms and conditions as similarly situated employees of Gray Media Group, Inc. Provided, however, that the Company can modify, amend, delete, revise or improve these benefits at any time, without obligation of bargaining, so long as such change is on the same terms and conditions applicable to similarly situated Employees of Gray Media Group, Inc./WABI-TV. This paragraph does not apply to bonus payments, which are covered solely under Article VIII above.

The applicable plan documents control. Employees with questions regarding any fringe benefits should consult Human Resources at [benefits@gray.tv](mailto:benefits@gray.tv).

Section 2. Leaves of Absence. Any Technician shall be granted a leave of absence for good cause, provided such leave of absence is approved by both the Employer and the Union. An approved copy of such leave of absence shall be furnished by the Technician for the Employer.

**ARTICLE XI  
PAID TIME OFF (PTO)**

Section 1. Paid Time Off (PTO). PTO will be provided in accordance with the terms and conditions specified in the applicable Gray Media Employee Handbook. The Employer reserves the right to modify PTO on the same terms and conditions applicable to similarly situated Employees of Gray Media Group, Inc.

Section 2. PTO Scheduling. The Employer agrees to maintain separate PTO preference schedules for Operating Technicians and Maintenance Technicians. Otherwise, the present practices with regard to the scheduling and taking of PTO shall be continued. However, Technicians will be permitted to take single day vacations (as opposed to vacations in full weekly segments) provided the following conditions are met in each case:

- a. The single day of vacation requested occurs during a day when no other Technicians are scheduled for regular vacations.
- b. It is understood that the Technician making such a request is trading one (1) of the previously scheduled vacation days for this vacation day.
- c. The Technician making such a request must give the Employer a two (2) week advance notice.



- d. The taking of a single day of vacation by the Technician shall not increase costs to the Employer by way of increased overtime or otherwise.
- e. If a vacation relief person must be scheduled back on-duty with less than eight (8) hours off, it will not be considered as a violation of the eight (8) hour rule.
- f. Any relief person involved in such a request shall clearly have the right to decline to be involved.
- g. If two (2) or more Technicians request a single vacation day on the same day, the opportunity for such selection shall be determined by the relative seniority of the Technicians involved.

## ARTICLE XII SAFETY

Section 1. On-Duty Technicians During Major Repairs. At least two (2) Technicians shall be on duty during any major repair or when maintenance work of a hazardous nature is being performed.

Section 2. Antenna Maintenance. No Technician shall be required to perform work on the antenna at higher levels than the coupling houses, or higher than the roofs of studio or transmitter buildings.

Section 3. Safety/Wellness Committee. The Employer and the Union agree to maintain a Safety/Wellness Committee consisting of at least one (1) union member, one (1) management representative and other nonunion Employees from various departments. The committee will meet a minimum of two (2) times annually. The committee is responsible for reviewing and monitoring current and future safety and wellness initiatives. If violations of safety policies and/or procedures occur and/or the committee wishes to introduce new policies, procedures and initiatives for consideration it must do so in writing to management.

Safety recommendations so submitted will be taken under serious advisement by the Employer. The Employer agrees to respond to the recommendations of the Committee within thirty (30) days after the receipt of such recommendations. Subsequent decisions by the Employer on the recommendations will be reported back to the Committee within a reasonable period of time. This Committee will also recommend and advise the Employer on the establishment of safety training programs.

The Committee shall have the opportunity to perform onsite inspections of all areas where employees work. Such inspections will be at reasonable times, after reasonable notice, and subject to the understanding that inspections of areas where potential physical danger exists shall be performed only under the supervision of one of the Employer's supervisors.

**ARTICLE XIII  
GENERAL STANDARDS**

- Section 1.     Furnishing of Tools. The Employer shall furnish all tools and equipment necessary for the installation, repair and maintenance of equipment.
- Section 2.     Preference for On-the-Job Training. It is the desire of the Employer to have all Maintenance Technicians fully trained on all equipment owned or used by the Employer. The method of training that normally will be used is “on the job training” and will be performed as actual maintenance and repairs become necessary.
- Section 3.     Technician Mail Slots. The Employer agrees to provide individual mail slots for each Technician.
- Section 4.     Reimbursement of Travel Expenses. The Employer shall reimburse each Technician for all reasonable traveling expenses when travel by such Technician is required or authorized by the Employer. In the event any Technician is required to use the Technician's own automobile for transportation in connection with the Technician's assigned duties, the Employer shall reimburse such Technician at the maximum amount allowed by the IRS for deduction as a business expense. The Employer agrees to automatically give, without further negotiation, any travel rate allowed other Employees of the Employer. The Employer shall have the right to determine the method of transportation except that a Technician shall not be required to use the Technician's own automobile unless the Technician consents thereto. A Technician will be reimbursed bi-weekly for all expenditures (including reasonable expenses for meals) made for and on behalf of the assignment, as provided herein, upon submitting an itemized statement of such expenses to the Employer.
- Section 5.     Employee Transportation. It shall be the responsibility of a Technician for transportation which may be necessary to report for duty where assigned at the studios and/or transmitter facilities of the Employer.
- Section 6.     Use of Employer Snowmobile or ATV. In the winter months Technicians may use at their option a snowmobile or ATV of the Employer which shall be maintained at the foot of the mountain in Dixmont, Maine, on which are located Transmitter facilities, for the purpose of travel between transmitter facilities and the garage for such vehicle at the foot of the mountain.

**ARTICLE XIV  
SEPARABILITY**

It is not the intention of the Employer or the Union to violate any laws governing the subject matter of this Agreement. In the event any provisions of the Agreement are finally held or determined by a court of competent jurisdiction to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part of parts so found to be void are wholly inseparable from the remaining portions of this Agreement. If and when any provision of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

**ARTICLE XV  
TERMINATION OF AGREEMENT**

Section 1.     Contract Term. This Agreement shall take effect the 1st day of January, 2022 and shall remain in effect through the 30th Day of June, 2023. It shall continue in effect from year to year thereafter from the first day of January through the last day of December of each succeeding year, unless changed or terminated in the way later provided herein.

Section 2.     Modification/Termination of Agreement. Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to July 1, 2023, or January 1 of any year thereafter, hereinafter referred to as "The Anniversary Date." However, changes may be made at any time by mutual consent.

Whenever notice is given by either party of proposed changes, the exact nature of the changes desired must be stated in the notice and the parties will promptly enter into negotiations thereof. In the event that either party has given notice of proposed changes and negotiations thereon have not resulted in an agreement by the anniversary date to renew, modify or extend this Agreement, either party may serve upon the other a ten (10) day written notice terminating this Agreement; the terms and provisions of this Agreement shall continue in full force and effect until the expiration of said ten (10) day period.

In any event, any changes in or supplemental understandings to this Agreement shall be reduced to writing, signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

GRAY MEDIA, INC./WABI-TV

By: \_\_\_\_\_  
KIM LEE, VP/General Manager

LOCAL UNION #1837, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS

By: \_\_\_\_\_  
TONY SAPIENZA, Business Manager