

WGME Inc.
and
International Brotherhood of
Electrical Workers (IBEW) Local #1837



Contract Agreement
December 8, 2021 – December 7, 2024

AGREEMENT

PARTIES

AGREEMENT entered into this 8th day of December, 2021 between WGME, Inc., d/b/a WGME-TV of Portland, Maine hereinafter referred to as the “Employer or Company,” and Local Union No. 1837 of the International Brotherhood of Electrical Workers, Affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter referred to as the “Union.”

BASIC PRINCIPLES

The Employer and the Union have a mutual interest in connection with the television industry. Stabilized conditions of employment improve the relationship between the Employer, the Union, and the public. All will benefit from harmonious labor relations resulting in the adjustment of differences that may exist between the parties through rational, common sense methods.

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

RECOGNITION

A. The Employer recognizes the Union as the exclusive representative of those employees in the employ of the Employer, as defined in Section B below, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

B. The term “employee” as used in this Agreement shall comprise maintenance engineers, operating technicians, producers, directors, creative producers, news photographers, commercial photographer, news producers, assignment editors and news editors performing the duties of employees and classifications as listed in Appendix A of this Agreement for its television operation at WGME-TV. The “Director of Engineering,” “Chief Engineer,” “Assistant Chief Engineer,” “Executive Producers,” “Assistant News Director,” “Multi-Media Manager” and all other supervisors within the meaning of the National Labor Relations Act will not be a member of the Bargaining Unit.

C. It is agreed that in the event the Company during the term of the Agreement shall transfer the control and/or operation of WGME-TV to another corporation, person or firm by assignment, lease, sale or other transfer, the Company will require the transferee to assume the obligations of this Agreement for a six (6) month period after the transfer by specific provision in the agreement of transfer and upon the assumption of this Agreement by such transferee all obligations to be performed hereunder on the part the Company shall cease and be terminated.

D. The management of the Company and the direction of the working force,

including the right to hire, classify, assign, transfer, promote, suspend, displace or discharge for just cause, decrease the force, and to regulate the use of equipment or any other property of the Company are the exclusive functions and prerogatives of the Employer, subject to terms of this Agreement.

E. The parties agree to continue their employment and personnel practices of no discrimination against any employee or applicant for employment because of their race, color, creed, religion, national origin, age, sex or sexual orientation in accordance with the applicable Federal and Maine laws and to comply with the provisions of the Americans with Disabilities Act and the Family Medical Leave Act. All references to he, she, his, her, etc., shall be considered sex neutral. The Company shall not discriminate against any employee because of such employee's affiliation with IBEW or because of any grievance claimed by such employee respecting the performance of this Agreement by the Company. The parties agree that this contract is not an employee's exclusive remedy.

ARTICLE 1

DURATION – NO STRIKE OR LOCKOUT SCOPE OF WORK – UNION MEMBERSHIP

Section 1.1. This Agreement shall become effective December 8, 2021 and shall remain in effect through December 7, 2024. This Agreement shall supersede all previous Agreements of the parties hereto. It shall continue in effect from year to year thereafter from the 8th day of December through the 7th day of December of each succeeding year, unless changed or terminated in the manner later provided herein. This entire Agreement supersedes and replaces any and all previous Agreements and is in full settlement of all prior and/or pending grievances or disputes of any kind or nature between the parties.

Section 1.2. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the 8th day of December 2024. When notice for changes only is given, the nature of the changes must be stated in the notice. However, changes may be made at any time by mutual consent. Any changes agreed upon shall, to be effective, be reduced to writing, signed by both parties hereto and approved by the International Office of the Union, the same as this Agreement.

Section 1.3. There shall be no stoppage of operations by either strike or lockout during the term of this Agreement because of any dispute between parties hereto relating to or arising out of the subject matter of this Agreement or during the time that any grievance or other matter is under arbitration is provided herein. All such matters must be handled in the manner provided hereinafter.

Section 1.4. Nothing contained in this Agreement will limit any member

of the bargaining unit from performing any work that is covered hereunder as long as such work is done in accordance with Appendix B.

Section 1.5. The Employer and the Union agree to meet and confer with representatives of each other at reasonable times on any and all pertinent questions or matters. When such representatives of the Union are employees of this unit, they shall not suffer any loss of time or pay or be compelled to make up any time spent in such meetings or conferences.

Section 1.6. The following provisions will apply to the employees in classifications covered by this Agreement:

- A. For purposes of this article, an employee is a member in good standing if s/he has fulfilled his/her financial obligations to the Union.
- B. All employees shall, thirty (30) days after hire, become members in good standing with the Union as a condition of their employment.
- C. Before being obligated to pay fees and dues under this union-security provision, new employees will be informed by the Union of their Beck and General Motors rights to be or remain a nonmember; and, if nonmember status is chosen, to object to paying for nonrepresentational activities, to be given sufficient information to decide whether to object, and to be apprised of internal union procedures for filing objections. The Company will inform the Union of the name, address, phone number and all other contact information of every new employee within seven (7) days of hire, so that the Union can perform its obligations under this section.
- D. Employees may elect to direct deposit their Union dues into an account established by the Union for this purpose. The Company will electronically transfer information about each employee with the direct deposit transaction.
- E. An employee who is obligated to be a member in good standing as a condition of employment will be discharged by the Company upon receipt of written notice from the Union that the employee has failed to comply with that obligation.

A newly hired employee shall, for the first ninety (90) days of his or her employment, be on probation. During the probationary period of employment such employees shall work under the terms and conditions provided herein. If found to be unqualified or unable to discharge his or her duties, he or she may be dismissed without prior notice, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 1.7. The Union reserves the right to discipline its members for

violation of its laws, rules and Agreements not contrary to the provisions of this Agreement. The Employer hereby acknowledges receipt of a copy of the Constitution of the International Brotherhood of Electrical Workers, AFL-CIO.

ARTICLE 2

GRIEVANCE AND ARBITRATION PROCEDURE

Section 2.1. **Grievance Defined.** A grievance is defined as any dispute, claim or complaint by either party involving the interpretation or application of the provisions of this Agreement or any problem or claim relating to their employment. Every reasonable effort shall be made to settle such grievances in the following manner. Time limits may only be extended by mutual written consent of the parties.

Section 2.2. **Grievance Procedure**

Step 1. The Union shall present the grievance to the appropriate supervisor within fourteen (14) calendar days of the Union's knowledge of the events giving rise to the grievance. The Supervisor will respond to the grievance within fourteen (14) calendar days of receipt of the grievance.

Step 2. **Station Manager.** If the matter is not resolved at Step 1, the Union shall present the written grievance within seven (7) calendar days of the immediate supervisor's decision to the Station Manager and/or designee. The Station Manager and/or designee and the Union Business Manager or designee shall confer in an attempt to resolve the grievance. The Station Manager or designee shall issue a written reply within seven (7) calendar days following the date of the meeting. Should they fail to adjust the matter, either party may require arbitration of the issue, or issues, involved by giving written notice to the other, said notice to be sent not later than fourteen (14) calendar days after the failure of adjustment efforts.

Step 3. **Arbitration.** If the grievance is not settled on the basis of the foregoing procedures, either the Company or the Union may submit the issue in writing for arbitration. The Company and the Union shall attempt to agree on an Arbitrator. If the Company and the Union fail to agree on an Arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service to come from the New England region. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the Arbitrator. The Arbitrator's decision shall be final and binding on all parties. The Arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of this Agreement. The Arbitrator shall have no power to establish new jobs, to change existing wage rates, to set work methods or standards. Each party shall bear one-half (1/2) the

fee of the Arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

Section 2.3. Suspension or Discharge Grievance. A grievance involving a suspension or termination may be introduced at Step 2 of the grievance procedure, but the grievance must be timely filed in writing within fourteen (14) calendar days of the date on which the Union reasonably should have known of the occurrence giving rise to the grievance.

Section 2.4. Meetings. Any meetings held with respect to the grievance shall be arranged as much as possible at mutually convenient times.

Section 2.5. Authorized representatives of the Union shall be allowed access to the premises of the Employer after request to the Station Manager and at reasonable times, where members of the Union are employed under this Agreement to investigate grievances and otherwise administer this Agreement. Such access shall not interfere with the normal business of the Station.

Section 2.6. In case of a grievance involving an employee termination that is not resolved prior to arbitration, the parties agree to expeditiously select an Arbitrator. The parties agree that they are committed to holding the arbitration hearing within sixty (60) days of the appointment. Post-hearing briefs, if any, will be due not later than thirty (30) days after the last day of the hearing. The Arbitrator will render his or her decision within thirty (30) days of receipt briefs unless the parties agree otherwise. A final decision by the Arbitrator shall be transmitted in writing by registered mail to the parties, and such a decision shall be binding on both parties and each of them will promptly comply. In no case can an Arbitrator award more than one hundred and twenty (120) days of back pay.

ARTICLE 3

HOURS – RATES OF PAY

CONDITIONS OF EMPLOYMENT

Section 3.1. A regular workday shall be completed within eight (8) consecutive hours. Five (5) days shall constitute a workweek, except as noted in Section 2.

A. The Company agrees to implement a 4-day, 10-hour-per-day, 40-hour workweek within a particular job classification as long as the following conditions are met:

1. All employees in the job classification have to vote and unanimously ap-

prove the implementation of the workweek.

2. If approved, the Company has the discretion of deciding whether to implement the revised workweek schedule. If the Company feels it is not in the best interests of production and efficiency, the revised schedule will not be approved.
3. Once the revised workweek has been voted on and implemented, the Union will have no further input as to whether the workweek schedule continues or reverts to a five-day, 8-hour-per-day, 40-hour workweek. That decision lies solely with the Company.

Should this workweek be implemented, other sections of this article are automatically amended to avoid a conflict as to overtime, holiday pay, premium time or any other work rule based on a 40-hour, five-day workweek.

Section 3.2. Employees scheduled to operate may take their meals while on duty, and such time spent shall be considered as time fully worked. Employees not scheduled to operate continually shall have a non-paid one-half hour lunch period to begin sometime between their 2nd and 6th hour of work that will not be considered time worked.

Section 3.3. Each employee shall be allowed a minimum of twelve (12) hours off between the completion of any one day's assignment and the beginning of the next day's assignment. In the case of workweek rotation, the minimum period shall be eight (8) hours.

Section 3.4. Days off shall be established and granted with regularity and shall not be changed on less than seven (7) days written notice. Such days off shall not begin until twelve (12) hours after completion of the previous day's assignment. The requirement for twelve (12) hours between the starting of the days off and the completion of the previous workday's assignment shall not apply to voluntary or contractual shift changes. Employees will be regularly scheduled to have two (2) consecutive days off in a seven (7) day period. An employee's regular schedule will include the same two (2) days each week.

Exception: Despite the requirement for two (2) consecutive days off, this schedule may be altered as necessary with notice, as described above, resulting in a single day off, in order to avoid the payment of overtime or premium pay if it is offered and awarded in seniority order to qualified volunteers in the classification affected. If there are insufficient qualified volunteers, the employee(s) with the least seniority in the classification who are not already working the shift to be filled shall be the first employee(s) to be assigned the schedule change. The offer will be made by posting the opportunity unless there is not time to do so.

Section 3.5. For the purpose of the Agreement, it is understood that, in computing the amount of time that any employee works in any day or in any week, each day is to run from 12:00 midnight to the following 12:00 midnight local time. Each week is to run from 12:00 midnight Saturday to the following Saturday at 12:00 midnight, local time. It is understood that 12:00 midnight is the end of the day.

Section 3.6. When overtime is required with a shift, it shall be offered on the basis of a rotating list. The initial list shall be arranged in order of seniority within an employee's primary classification and will rotate weekly. Overtime will be offered to the volunteer or volunteers in the classifications that are highest on the list in the week the overtime occurs. If there are insufficient volunteers in the classification, overtime will be offered to qualified volunteers from other classifications. If there are insufficient qualified volunteers from any classification, then the lowest employee(s) on the list in the primary classification will be required to work the overtime. New employees will be slotted into the list in seniority order when qualified.

When it is not feasible to use the list (e.g., breaking news, etc.), the Company will assign the overtime to qualified available employees based on the needs of the operations.

When overtime involving a call-back or sixth shift or shift beyond a sixth shift is required, it shall be offered as set forth above.

An exception to the foregoing is that where a job is in process, the employee(s) who is performing the job shall continue that job on overtime if so required by the Company.

Employees shall be paid at overtime rates for work performed as follows:

- A. Time and one-half for work performed in excess of forty (40) hours in any one (1) week. Employees who perform work on their day off will receive a minimum of four (4) hours of work or pay at the applicable rate. Employees called in or called back to work on a scheduled work day will receive a minimum of four (4) hours work or pay at the applicable rate. This does not include time adjacent to an employee's normal shift. Paid time off for holiday, vacation, personal, sick or other purposes shall not count as hours worked for the purpose of overtime computation.
- B. Employees who return to work less than twelve (12) hours after their last assignment for their own convenience or scheduling preferences will not be entitled to time and one-half (i.e. Turnaround Time) for all non-scheduled hours worked. Employees who are required to return to work within a twelve (12) hour period between assignments will be paid time and one-half

(i.e. Turnaround Time) for all hours worked within the twelve (12) hour period.

- C. The Employer will pay an employee who is required to work on the ninth consecutive day and consecutive days thereafter two and one-half (2 ½) times their applicable hourly rate for the first two (2) hours and the applicable hourly rate for all other hours per day. Employees who voluntarily choose to work such consecutive overtime shifts will not be paid extra pay which the parties agree is not a bonus and does not affect the employee's regular rate for overtime purposes. (For tracking purposes, employees will be required to duly note the time as "non-holiday".) It is agreed that a consecutive day must occur within thirty-six (36) hours of the conclusion of the prior shift.
- D. Photographers will receive hazardous duty pay of time and one-half with a two hour minimum no more than twice during each winter season (November 1st to April 1st) when required to drive during periods that the Governor has issued an official press release urging citizens to stay off the roads and until such time that the Station believes it is safe to drive again. The Photographers will be paid this hazardous premium pay for actual driving time in such conditions for assignments that are three (3) miles or more from the Station or other storm-related base of operations. Photographers will not receive this hazardous premium pay in situations when they are furnished a hotel room or they otherwise voluntarily elect to drive in these conditions.
- E. Each Operations Technician hired after ratification will be assigned a mentor for training purposes. If that Operations Technician is still employed on their first anniversary date, the mentor will receive a Three Hundred and Fifty Dollars (\$350.00) bonus.

Section 3.7. A schedule of work assignments shall be made and posted by the Employer at least two (2) weeks in advance. All requests for time off (except bereavement leave and personal days) shall be made by the Employee at least two (2) weeks in advance.

Section 3.8. The time of employees assigned to duties outside the studios or transmitter shall be computed as follows:

- A. On assignments requiring them to remain away overnight, they shall be credited with not less than one (1) eight (8) hour shift for each day to such assignments. All time spent travelling up to eight (8) hours in any one day, exclusive of the time from midnight to 8:00 a.m., when sleeping accommodations are furnished, shall be considered as time worked. All time spent driving a car shall be

considered as time worked.

Section 3.9. The Company agrees that if News Photographers work eleven (11) hours or more they will be reimbursed up to Twelve Dollars (\$12.00) for a meal.

Section 3.10. The Company will give each new News Photographer and Maintenance Engineer foul weather gear and will replace worn foul weather gear for all photographers and two (2) maintenance engineers when necessary.

Section 3.11. All employees will be paid on the same pay schedule as other Employer employees. The Employee will be notified as soon as practical if the employee weekly time sheet has been adjusted after it has been submitted.

Section 3.12. See Attachment A. All step increases on Attachment A will become effective at the beginning of the first pay period following execution. An employee must be employed at least six (6) months and have successfully completed their probationary period to be eligible to receive their step increase. Increases other than the one time increase upon ratification are effective beginning on the first pay period that falls entirely in January following ratification of the contract.

Section 3.12.1. Effective at the beginning of the first full pay period following ratification and after the expiration of the current wage freeze on January 1, 2022, employees who are above Scale will receive a one-time fifty cents (\$0.50) per hour increase and a three percent (3%) wage increase on the first full pay period after execution if their hourly rate is above Scale as set forth in Attachment A.

Employees who are at Top Scale or above for the second and third years of the Agreement will receive a two and one-half percent (2.5%) wage increase, effective beginning on the first pay period that falls entirely in January following the anniversary date of this Agreement.

Specifically, as described above, for employees who are paid at or above Top Scale:

Month/Year	Increase Amount
First Contractual Increase	3% per hour wage increase
January 2023	2.5% per hour wage increase
January 2024	2.5% per hour wage increase

Section 3.12.2. If a new employee is hired at a level above the applica-

ble start rate, at the time of the next annual increase if they are eligible for an increase pursuant to the provisions of Section 3.12, they will be advanced to the next year level.

Section 3.12.3. It is further agreed that no employee will receive an increase during a Company-wide wage freeze. It is further agreed that when a Company-wide wage freeze is lifted, employees will be placed on the scale (without any retroactive pay) on the same place they would have been but for the wage freeze. In the event of a future wage freeze, the Company agrees to meet with the Union to discuss wages if the freeze goes beyond one (1) year.

Section 3.12.4. The Managing Editor, Chief Operations Technician, Chief Producer, Chief Photographer, Chief Editor, and Chief Director will be paid Forty Dollars (\$40.00) per week over their weekly pay. The full-time Overnight Operations Technician will be paid Thirty-Five Dollars (\$35.00) per week over his/her weekly pay.

Nothing in this Agreement shall prevent employees from being granted individual pay increases in excess of the minimums established herein at the discretion of the Company.

Part-time employees shall be paid on an hourly basis equivalent to the weekly minimum salary provided for their classification and experience. (Based on a 40-hour workweek, 2,080 hours of work shall be equal to one (1) year of experience.)

Section 3.13. For employees classified as Photographers, Producers, Directors and Assignment Editors assignment of work shifts shall be determined by the Employer. The Employer will consider employees' qualifications, skills, abilities and preferences, seniority and other business factors when assigning shifts and/or making shift changes.

For all other employee classifications, assignment of work shifts within a job classification shall be determined based on an employee's classification seniority subject to his qualifications to perform the work at the time of making the choice as determined by the Employer. The Employer shall be the sole judge with regards to an employee's qualification for a given shift within a job classification.

The Employer agrees that it will not exercise its judgment in an arbitrary or capricious manner. Shift change notices shall be posted by Employer fourteen (14) days in advance with the exception of an emergency situation or unforeseen vacancies in which first volunteers will be sought to fill in. If no volunteers are found, the employee with the least amount of seniority within the classification will be assigned on a temporary basis. The frequency of changes shall be kept

at a minimum. No employee in any classification will be forced to change shifts more than twice in any twelve (12) month period except:

- in the case of emergency; or
- in the case of a vacancy within the classification; or
- news program additions or cancellations.

In the event of a vacancy, employees may be moved to cover the vacancy and then moved again once it is filled, without it being considered a forced change.

It is further agreed that in addition to the above, the Employer can elect to realign its shifts once at any time within sixty (60) days of ratification and that this shift change will count as one of the two forced shift changes in the first contract year. It is further agreed for this initial shift change only, affected employees will be given forty-five (45) days' notice of the Employer's decision.

Section 3.14. The Director of Engineering, News Director, the Chief Engineer, one (1) Assistant Chief Engineer, Assistant News Director, and two (2) Executive Producers, and Multi-Media Manager are excluded from the unit and may perform bargaining unit work as long as no Producers and no Maintenance Engineers are laid off as a direct result of such work or such work does not result in the erosion of the Producer or Maintenance Engineer classifications consistent with the terms of the Parties' MOU.

Section 3.15. The Employer shall reimburse each technician for all reasonable traveling expenses, when travel by such employee is required or authorized by the Employer. In the event any employee uses his own automobile for transportation in connection with his assigned duties, the Employer shall reimburse such employee at the rate currently being paid by the Federal government per mile for such use, and in no event shall the employee receive less than five dollars (\$5.00) for any completed trip. The Employer shall have the right to determine the method of transportation except that employee shall not be required to use his own automobile unless he consents thereto. Where transportation of equipment is necessary, the use of street cars or public motor buses shall not be required. Employees shall be reimbursed monthly for all expenditures made for and on behalf of their assignments as provided herein, upon submitting a statement of their expenses. All travel assignments shall be considered to start from the studio location.

Section 3.16. Any employee who has worked at least one (1) year may be granted leave of absence without pay for good cause provided such leave of absence is approved by the Employer. An approved copy of such leave

of absence shall be furnished to the employee by the Employer.

Section 3.17. At least two (2) technicians shall be on duty at the transmitters during the time any major repair or maintenance work of a hazardous nature is being performed. 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 building.

It is a condition of employment that employees adhere to all safety rules. Employees are encouraged to bring safety issues to the attention of the Employer as soon as they become aware of them. All photographers, directors and maintenance engineers must complete the Company's safety course once each year and execute a form that they have completed the training. Failure to adhere to all safety rules and take the training, if applicable, will result in discipline up to and including termination. The Company also wants employees to know that an employee may choose not to perform an assigned task if the employee has a reasonable apprehension of death or serious injury and no less drastic alternative is available. An employee exercising this right shall notify the Company with reasonable promptness of this action and provide an explanation, if required.

Section 3.18. The Union or the Employer may request either a safety or technology meeting to discuss problems or concerns about safety or technology issues. The party requesting such meeting shall submit an agenda to the other at least seven (7) calendar days prior to the date of the scheduled meeting. There shall be no obligation to schedule more than 1 technology meeting and 1 safety meeting per quarter, except by mutual agreement.

Section 3.19. The Employer shall furnish all tools and equipment necessary for the installation, repair and maintenance of equipment.

Section 3.20. The parties recognize that employees in certain positions will be required to operate Company vehicles in the performance of their assigned duties. Any Employee who operates any Company vehicle must comply with the Company's vehicle driver policy. In investigating an employee's driving record, the Employer will seek information only about that person's driving record and nothing else. The Employer agrees to use a vendor for this purpose only if the vendor does not require the employee to authorize the use or release of any information other than the driving record. If such vendor cannot be found and if the state of Maine process for driving records to companies materially changes, then the Employee will be responsible to provide the driving record to the Company.

Section 3.21. When layoffs (reduction in force) of employees are to be made, employees affected will be laid off by skill and ability and where skill

and ability is equal in inverse order of job classification seniority. Accrued seniority at time of layoff will remain in force during layoff for a period of one year. If, however, a vacancy should later occur in the same classification within twelve (12) months of layoff, the laid off employee shall be offered the opportunity of filling such vacancy. Written notice of recall shall be sent to such employee at his address in the Company record and the employee shall report to work within ten (10) days from the date such notice is sent. When employees have been on layoff for a period of less than one (1) year, they will be rehired based on their skill and ability to perform the work required. Consistent with the above, for the purposes of seniority as referred to in this Agreement, the parties agree that in the absence of documented evidence by the Company to the contrary, all employees in a given classification shall be considered to possess equal skill and ability.

Section 3.22. Seniority for the purpose of reduction in force shall be defined as an employee's total length of continuous employment within a job classification beginning with the date such employee became a regular, full time employee in such job classification. Discharge or resignation shall constitute a break in such seniority.

Notwithstanding any of the foregoing provisions of the Article, all seniority rights under this Agreement shall be lost if any of the following occurs:

- (a) an employee voluntarily quits; or
- (b) an employee is dismissed for cause; or
- (c) an employee does not return to work when recalled after layoff, or
- (d) an employee is absent from work continuously for more than one (1) year resulting from a reduction in force; or
- (e) an employee dies.

Should a layoff to reduce the force become necessary, the Employer shall give the Union at least two (2) weeks' notice in advance, and give the employee concerned at least two (2) weeks' notice in advance and at least two (2) weeks' pay.

- A. **Severance Pay** - All employees discharged due to business conditions shall be given severance pay in accordance with the following schedule:

Length of Service	Severance Pay
Up to 6 months	None
6 to 12 months	1 week
1 to 2 years	2 weeks
2 to 3 years	3 weeks
4 to 5 years	5 weeks
5 to 9 years	6 weeks
9 years and over	7 weeks

B. In lieu of the above, in the event persons from Corporate or hubbed operations outside the Portland, ME DMA, and/or the utilization of automation to support and/or perform operations (as noted in Appendix B) results in the permanent layoff of any Operating Technician, it is agreed that the Operating Technician numerical restrictions contained in the attached MOU will no longer apply. Operating Technicians that are laid off as a result will receive enhanced severance in the amount of ten (10) days per year of service but not to exceed fifty-two (52) weeks. No employee who is laid off due to this provision shall receive less than two (2) weeks of severance pay. Volunteers among the affected Operating Technicians will be sought first with the most senior employees given preference to volunteer. If not enough Operating Technicians volunteer, the layoff will be performed consistent with the provisions in Article 3.13. The severance benefit provided in this section 3.22 (B) shall be contingent on the employee's entering into a standard release of claims in a form acceptable to the employer.

Section 3.23. The Employer shall have the right to discharge any employee for just cause. Except for willful misconduct or continued performance deficiencies after written notice from the Station, the dismissal shall be preceded by two weeks' notice thereof or two (2) weeks' pay in lieu of such notice. If the Union believes any such discharge to be unjustified, the matter shall be considered as a grievance and shall be handled as stated in Article II of this Agreement.

Section 3.24. Employees shall not be assigned, transferred, or required to go to any station, where a strike is threatened or in progress. The Employer shall not use the service of any employee in the unit for the purpose of assisting any other company in breaking a strike.

Section 3.25. All employees will comply with the Company's Employ-

ee Handbook, as it may be amended from time to time for all other Station employees, provided it does not conflict with the current collective bargaining agreement. The Company will inform the union of any changes to the Employee Handbook and if applicable the Union may request bargaining over the effect of the change.

ARTICLE 4

BENEFITS

Section 4.1. All eligible employees will be able to participate in the same group benefits in the same manner as all other Sinclair employees except as provided otherwise in this Agreement. Such benefits may include but are not limited to:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Short-term Disability Insurance
- Maternity Leave
- Long-term Disability Insurance
- Life Insurance
- Supplemental Life Insurance
- Flexible Spending Accounts
- Tuition Reimbursement
- 401-k
- Holidays
- Vacation
- Personal Days
- Sick Leave
- Parental Leave
- Jury Duty Leave

The Company will continue to comply with all applicable laws regarding: Military Leave, FMLA, and COBRA. It is agreed that the Company will advise the Union in advance of any proposed benefit change and if requested the Company will bargain over any change where bargaining is required by law. If the parties are unable to reach agreement, the dispute will be processed under the provisions of Article 2.

Section 4.2. Jury Duty Leave. If it is necessary for a full-time employee to serve on a jury, the Company continues to pay the employee's full salary less jury duty compensation to a maximum of ten (10) working days per calendar year (except for Maine grand jury service which will be capped at a minimum of

twenty (20) working days per calendar year for such service). It is expected that any working hours not occupied in court are to be spent at work with the exception of working hours between 12:00 midnight and 8:00 a.m. in order to ensure adequate rest while on jury duty. At the end of the jury duty tour, a slip from the Court must be turned in to the Business Manager or Administrative Assistant.

Section 4.3. Holidays. All eligible employees will receive paid holiday benefits in the same manner as all other Sinclair employees according to the holiday policy in the employee handbook. It is agreed that if an employee earns an extra day off for working on a holiday, they will use that day within thirty (30) days of the holiday. If the employee requests the day off, but due to Station business and scheduling reasons they cannot use the day off within thirty (30) days of the holiday, the employee and the Station will mutually agree to a date as to when the day off will be taken as agreed.

ARTICLE 5

WGME SPECIFIC VACATION LANGUAGE

Section 5.1. Employees shall have the choice of vacation periods in order of their length of continuous service with the Station. A vacation schedule will be posted on or about November 1 of the year before the vacation will be taken and must be completed by December 31. The selection of vacations from the posted vacation schedule must be made for ten (10) days, if eligible, by each employee on their first pick and for five (5) days for their remaining picks, if applicable, after he becomes eligible to select his vacation by length of continuous service. If such employee fails to make his selection known on the vacation schedule during his opportunity, he will lose his right to select at that time unless he is incapacitated by illness or injury or is away on vacation, in which event he will be contacted by the Station or the steward to ascertain the employee's selection. Any employee on vacation shall leave his next vacation period choice with a shop steward to make the vacation selection in his place. Vacations shall be selected by department and job classification based on length of continuous service. Employees may select vacation in either full week increments or day-at-a-time but are not allowed to use more than five (5) days of vacation on a day-at-a-time basis. Day-at-a-time vacations may only be selected after the vacation schedule is finalized. Vacation schedules once posted may not be changed or altered without the consent of all parties concerned by this change. . Except for News Editors, a maximum of two (2) employees from any job classification may be off at one time.

Notwithstanding the above, employees are encouraged not to take vacations during the three (3) major rating periods (November, February and May). It is

agreed that one (1) employee at a time in each classification will be permitted to take vacation during these periods except that Photographers, Producers, News Editors, Directors and assignment desk staff must work during the major ratings periods – November, February and May unless they are permitted to take vacation by the News Director.

Section 5.2. For employees who do not utilize the provisions of Section 5.1 above, or whose vacation plans have changed after a selected vacation is approved, the employee must submit vacation plans to his/her Department Head or immediate Supervisor at least two (2) weeks prior to the first day of vacation. Such request must be approved in writing.

Section 5.3. Since continuous service is required to qualify for vacation, a rehired employee's prior service will not be considered for the purpose of determining vacation earning category.

ARTICLE 6

EMPLOYMENT OF PART-TIME EMPLOYEES

Section 6.1. Definition of Part-Time Personnel. Part-Time Personnel are persons employed by the Employer who are regularly scheduled to work twenty-nine (29) hours or less per week.

Section 6.2. Part-time employees do not accrue seniority for any purpose and are the first employees to be laid off by classification before full-time employees in the same classification are subject to the layoff provisions of Article 3.22.

Section 6.3. The part-time employee shall be assigned to no less than two (2) hours in any workday.

Section 6.4. Relief positions are defined as those that entail up to a forty (40) hour workweek for periods not to exceed four (4) months for temporary relief for vacation, illness, injury and other reasons. These positions will be offered first to qualified Company part-time employees. If they do not want the shift, then to persons outside the Company. Acceptance of a relief schedule shall not affect the employee's status as a part-time employee.

Section 6.5. The Company may employ up to ten (10) part-time employees at any time and will not be restricted by specific job classifications in their use.

Section 6.6. No full-time employee's schedule will be changed to accommodate the part-time employee's schedule. Part-timers may be scheduled to fit the needs of the operation.

Section 6.7. Full time employment will be given first consideration over part-time employment for promotions or transfers. Part-time employees will be given consideration for full-time positions but are not guaranteed to be selected.

Section 6.8. When all News Photographers are unavailable or unreachable, the Company may elect to use freelancers to perform News Photographers duties. Freelance News Photographers may be used as long as no members of the bargaining unit are laid off and there is no reduction in the bargaining unit classification as a result.

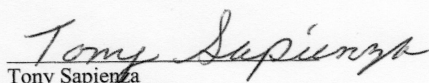
Section 6.9. The Company may use outside contractors for the production of local sports programs such as the American Sports Network as long as there are no layoffs or erosion of the bargaining unit positions as a result of the contracting. It is agreed that the Company will furnish the contractor with a list of qualified employees, who are interested in performing work for the contractor. It is further agreed that employees' work for the contractor will not interfere with their work for the Station.

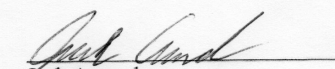
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above for the period from December 8, 2021 up to and including December 7, 2024.

WGME, INC.


Sue Walther VP/General Manager

**LOCAL UNION NO. 1837
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**


Tony Sapientza
Business Manager


Jack Amrock
Shop Steward

ATTACHMENT A: WAGE SCALE

(Rates of pay per hour)

Classification	Start	1 Year	2 Year	3 Year	4 Year	5 Year	Top Scale
Maintenance Engineer	\$16.50	\$17.00	\$17.50	\$18.03	\$18.57	\$21.40	\$23.05
News Editor, Operating Tech	\$15.50	\$15.97	\$16.44	\$16.94	\$17.45	\$18.30	\$19.64
Director, Producers, Photographer	\$16.00	\$16.48	\$16.97	\$17.48	\$18.01	\$19.22	\$21.69
Assignment Editor	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88	\$17.73	\$19.30

APPENDIX A

GENERAL LIST OF DUTIES FOR CLASSIFICATIONS

The following is a General List of Duties for Classifications. These classifications are subject to the provisions of the collective bargaining agreement, including Section 1.4 and Appendix B.

MAINTENANCE ENGINEER: The work covered by this Agreement, as it pertains to maintenance engineers, shall include but not be limited to 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), operation, maintenance and repair of all equipment used by WGME by means of which electricity is applied in the transmission or transference, production and reproduction of voice, sound or vision with or without ethereal aid, in its television operation and support for the technology used in TV systems.

NEWS PHOTOGRAPHER: The work covered by this Agreement, as it pertains to News Photographers, shall include but not be limited to the responsibility for recording video and audio either on location within the WGME broadcast area or at the WGME-TV studios and editing that video and audio for the presentation of news stories in WGME-TV's news programs; use of live remote news gathering using whatever technology available including switching between cameras on live shots during news, uploading pictures and video to the station's social media platforms and websites from the field, operating, as necessary, studio cameras at the WGME-TV studios; and properly maintaining all news equipment and Company vehicles in accordance with Company Policy. Photographers will put forth their best efforts to perform any switching duties and management will consider factors such as switching between cameras before disciplining or negatively affecting an employee for unacceptable job performance. Photographers will not be used to switch between cameras for debates or similar rapid-fire switching or when directorial communications may be necessary. Basic directorial communications, prior to broadcast, maybe be allowed (ex: properly framing shot). News Photographers may be assigned a Company vehicle which may also be used to commute to and from work provided employees shall use the vehicles and record mileage in accordance with Company Policy. There shall be no favoritism in assignments. The Company may designate one News Photographer on weekends to shoot studio camera for news shows. News Photographers assigned a Company vehicle may be considered "On Call." The Company will provide photographers with all equipment necessary to perform their duties.

COMMERCIAL PHOTOGRAPHER: The work covered by this Agreement, as it pertains to the Commercial Photographer, shall include but not be limited to

overall responsibility for commercial photography work; lighting various commercial locations as required; basic maintenance of remote production equipment and production van; shooting video tape for commercials, and programming use; sound gathering for commercial and programming productions; and the Commercial Photographer may be assigned to shoot special news programs and promotions; however, such promotions are not exclusive to the IBEW.

CREATIVE PRODUCER: The work covered by this Agreement, as it pertains to the Creative Producer shall include but not be limited to the creation of Sales and Marketing initiatives that uniquely showcase the products and services of the station and our clients. These may include, but are not limited to, commercials, sales promotions, sales marketing campaigns, client/agency presentations, industrial and corporate (non-broadcast) videos, and commercial photography work (i.e. lighting various commercial locations as required, basic maintenance of remote production equipment and production van, shooting video for commercials and programming use, sound gathering for commercial and programming productions). In addition to writing scripts, proposals and treatments, the Creative Producer may serve as liaison with the client during the entire production process. S/he will assist each client in understanding the process through pre-production meetings and client-approval steps. In the production of any of the above, the Creative Producer may utilize any of the station's edit facilities to edit commercials and may edit programs, PSAs, promotional announcements, etc., however such promotions are non-exclusive to the IBEW. Should overtime be necessary in the production of commercial projects, such overtime may be offered to Creative Producers. The Creative Producer may be assigned to shoot special news programs and promotions and may perform all the duties of the Commercial Photographer as long as there is no erosion of job duties or reduction of positions within the Commercial Photographer classification as a result consistent with the terms of the Parties MOU.

The current Commercial Photographer will be grandfathered but future vacancies of this position may be filled with Creative Producer positions.

DIRECTOR: The work covered by this Agreement, as it pertains to Directors, shall include, but not be limited to, directing and switching live and/or live on tape programs and announcements; creation, setup, coding and execution of all aspects of executing on-air newscasts utilizing current switching technology including audio, supervising lighting various situations both in the studio and on location; editing programs, commercials, PSAs, promotional announcements, etc.; supervising the production crew; designing, selecting both still and animated graphics in accordance with Company design and under strict supervision of the Company; and designing and producing programming, commercials,

promotions and PSAs.

OPERATING TECH: The work covered by this Agreement, as it pertains to Operating Techs, shall include but not be limited to, set up and execution of studio functions for all programs on the station's primary and subchannels, lighting, floor direction, switching/routing of on-air commercials and programs, tuning in live-shots and satellite feeds, monitoring off-air and incoming signals, monitoring transmitter site, controlling audio and video levels of live and recorded shows, recording video feeds and ingesting program segments and commercial content into appropriate servers, working closely with the Traffic Department to revise and maintain accurate program logs, operating studio and remote cameras for live shows, and operating video server.

PRODUCER: The work covered by this Agreement, as it pertains to Producers, shall include but not be limited to write news stories, determine the rundown, back time the show, communicate during live and taped shows with Directors and talent and selection of graphics from pre-designed templates. Producers will edit and perform other tasks in the control room as assigned as long as no editor, director or photographer is laid off as a direct result of such work or such work does not result in erosion of the editor, director or photographer job classification consistent with the terms of the Parties MOU. For purposes of layoff and evaluation, editing will not be considered part of the Producer's primary classification.

ASSIGNMENT EDITORS: The work covered by this Agreement, as it pertains to Assignment Editors, shall include but not be limited to researching, developing and coordinating the gathering of news by photographers and reporters, and posting content to the station's websites and social media platforms under the supervision of News management.

NEWS EDITOR: News Editors may run studio, field and remote cameras for live shows, edit any News video, and other non-bargaining unit work as assigned such as uploading video to the station's social media platforms and station's websites.

APPENDIX B FLEXIBILITY

Appendix A and all aspects of this Agreement are subject to the following general principles and limitations, with the goals of:

- efficient and excellent production and presentation of the Station's programming
- recognition of the jurisdiction of the IBEW 1837 bargaining unit, and
- the need for flexibility in the operation of the Station and in a joint effort to maintain job stability and contain costs.

It is recognized that increasing and expanding skills is beneficial to both the Company and the employee. If more employees volunteer for specific Company designated training openings than are needed, the most senior individual will be selected for the opening. In the absence of volunteers for specific training, the least senior qualified individual(s) will be required to be trained. Bargaining unit members will put forth their best efforts to perform all work and management will consider factors such as work performed outside of their primary classification before disciplining or negatively affecting an employee for unacceptable job performance. It is further agreed that employees will receive the pay for their classification even when performing work in lower-rated classifications.

The parties have agreed in Appendix A that "but not limited to" or "other duties as assigned" are among the responsibilities of each job classification. These references indicate the employer's ability to assign employees work in other classifications and does not mean that those "other duties" are part of the employee's job classification itself. Bargaining Unit Employees may be assigned to do any Bargaining Unit work, but will primarily be assigned to work within their classification and during their regular shift.

Except as otherwise provided in other sections of this Agreement and consistent with the parties practice, bargaining Unit work is to be performed by bargaining unit members. Managers and supervisors may perform bargaining unit work only on an occasional and irregular basis.

Non-bargaining unit personnel may operate the TelePrompTer for any production, so long as the Company employs them to do so.

Promotion Department work is non-exclusive. The four (4) current Promotion Department positions may use any equipment, including camera equipment, to shoot, create and edit promotions and POPs. Under normal circumstances, commercial editing will not be assigned to non-bargaining unit employees or supervisors. Abnormal circumstances include, but are not limited to unanticipated

ed heavy work load, emergency situations, or lack of qualified bargaining unit employees who are present or available at the Station. Notwithstanding this agreement, there will be no reduction in the number of scheduled hours of work or shifts currently performed by Directors as a result of promotions employees performing these functions and there will be no erosion of job duties or reductions of positions within the Director, Commercial Photographer or Creative Producer classifications as a result consistent with the terms of the Parties' MOU.

In addition to the above, it is specifically agreed as follows:

1. Consistent with the terms of the AFTRA Agreement, employees in the AFTRA bargaining unit may be used to shoot video and/or audio under any circumstances (so-called "one person bands") except as limited in this paragraph. The Company will not utilize AFTRA represented employees to shoot on-air footage when any IBEW photographer who is at work is sent home due to lack of work. As a result of AFTRA represented employees shooting video, there will be no layoffs nor will there be any erosion or reduction of photographer positions consistent with the terms of the Parties MOU. AFTRA represented employees may operate equipment and perform whatever functions are necessary using any available technology to deliver material from external locations to the Station. This excludes "going live" utilizing LIVE U or similar methodology including bureaus. This will exclude live trucks. As a result of these AFTRA employees doing this work, there will be no layoffs nor will there be any erosion or reduction of positions within the photographers' classification consistent with the terms of the Parties MOU. The Parties agree to meet on an expedited basis to quickly resolve any dispute under this paragraph and agree that any dispute concerning this section will be subject to the provisions of Article 2 and will be handled in an expedited manner.

2. Any news prepared for or used on WGME may be used on other operations. Any news prepared for or used on the Company's other operations may be used on WGME. The purpose of this provision is to increase content and the Company agrees that it will not hire a "shadow" work force to locally produce news in the Portland DMA.

3. The Company may use any material from corporate or gathered from any news sharing or other news gathering arrangement in which the Company may participate, including but not limited to, the use of the internet, viewer provided materials, pool video of any origin or feeds from other sources that are available to other local stations.

4. The Company, outside the Portland, ME DMA, may have persons at other locations, including persons from Corporate or hubbed operations, and/or

may utilize automation to support and/or perform operations. The purpose of this provision is to recognize that the broadcasting business has almost always been subject to changes in technology and operating practices and procedures. This provision refers to the work being performed at WGME by employees in the Operating Technician classification.

5. Members of the AFTRA bargaining unit may edit or produce as assigned, but will not simultaneously anchor and produce a broadcast. The Company shall not use this provision to lay-off any photographer or producer in the employ of the Company on December 1, 2004.

6. The parties recognize that online work is fluid and rapidly changing and commit to continued discussion of the work of the web work as it evolves. News Producers, Assignment Editors and others can update information on the Station's web pages. The parties further agree that the Employer has the right to establish the design for the website. The parties agree that the News Producers and, Directors, shall work collaboratively with the MIS-IT person to implement the design determined by the Company. All work related to the web is non-exclusive to members of the bargaining unit.

7. Operation of UAV (unmanned aerial vehicles) for non-news gathering and non-commercial production purposes is permitted by non-bargaining unit employees.

All work related to the Station's websites and digital interactive projects in the Agreement including Appendixes A and B, remain non-exclusive to the IBEW.


MEMORANDUM OF AGREEMENT

"STATION VEHICLES"

In the spirit of Corporate harmony, IBEW 1837 Local #1837 (International Brotherhood of Electrical Workers) and the Company (WGME, Inc.) enter in this memorandum of agreement concerning the utilization of the Station's motor vehicles

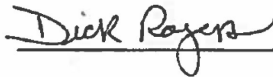
The Company and the Union agree that a member of the AFTRA bargaining unit may perform limited functions which are normally done by the Photographers as part of their jobs. They may switch between cameras and produce weather effects utilizing a computer or other video switching technology but only when an IBEW member is present, consistent with Appendix B to the collective bargaining agreement.

WGME, INC.


 3-15-17

Tom Humpage
General Manager

**LOCAL UNION NO. 1837
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

 3-16-17

Dick Rogers
Business Manager

 3-17-17

Jack Amrock
Shop Steward

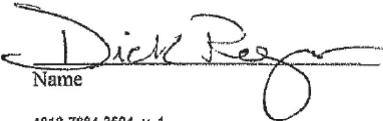
MEMORANDUM OF UNDERSTANDING
BETWEEN
LOCAL UNION NO. 1837
OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
AND
WGME-TV

During the most recent contract negotiations, the Parties agreed that for the purpose of calculating the term "erosion or reduction of positions" as that term is utilized in various sections in Appendix A and B of the current Collective Bargaining Agreement, the Parties have agreed to the following numbers for full-time employees for the purpose of determining in the future whether any "erosion" has occurred:

DIRECTORS	7
PRODUCERS	9
NEWS EDITORS	4
OPERATING TECHS	8
MAINTENANCE ENGINEERS	2
ASSIGNMENT EDITORS	3
PHOTOGRAPHERS	9
CREATIVE PRODUCERS	2
COMMERCIAL PHOTOGRAPHERS	0

Dated this ____ day of August, 2018

LOCAL UNION NO. 1837
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS


Name

4818-7664-3504, v. 1

WGME-TV


Name

MEMORANDUM OF UNDERSTANDING

BETWEEN

**LOCAL UNION NO. 1837
OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**

AND

WGME-TV

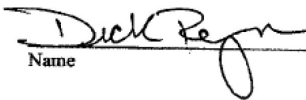
WEEKEND CALL-OUT

After considerable discussions in the most recent negotiations regarding weekend staffing, the Union pledged to strenuously encourage its members to respond promptly to the Station's requests for additional personnel to cover emergent situations that occur during the weekend shifts.

It was further agreed that if the Union is unsuccessful in getting its members to promptly respond to the Company's requests, the Parties will meet to mutually discuss alternatives to meet the Station's emergent needs, one of which would be implementing a mandatory on-call process utilizing the Station's overtime rotation list.

Dated this 1st day of October 2018

**LOCAL UNION NO. 1837
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**


Name

WGME-TV


Name

NOTES

NOTES

INDEX

Benefits (Article 4)	14 - 15
Classification Duties (Appendix A)	21 - 23
Flexibility (Appendix B)	24 - 26
Grievance and Arbitration (Article 2)	4
Hours & Conditions of Employment (Article 3)	5 - 6
Layoffs & Seniority (Sections 3.21 & 3.22)	12 - 13
Meals - News Photographers (Section 3.9)	9
No Strike or Lockout (Section 1.3)	2
Operating Tech Mentor Pay (Section 3.6, E)	8
Overtime (Section 3.6)	7
Part-time Employees (Article 6)	17
Photographer Hazard Pay (Section 3.6, D)	7
Probationary Period (Section 1.6)	3
Recognition	1
Minimum Staffing ("Erosion") M.O.U.	28
Schedule of Assignments (Section 3.7)	8
Shift Assignments (Section 3.13)	10 - 11
Term of Agreement (Section 1.1)	2
Travel Assignments (Section 3.8)	8
Travel Expenses (Section 3.15)	11
Union Security (Section 1.6)	3
Vacations (Article 5)	16 - 17
Vehicle Policy (Section 3.20)	12
Wage Increases	9 - 10
Wage Scales (Attachment A)	20
Vehicle, Staffing and Weekend Call-out M.O.U.s	27 - 29



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