

**DES MOINES HEARST-ARGYLE TELEVISION, INC.  
(KCCI-TV)**

**and**

**LOCAL UNION NO. 347,  
IBEW**

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**EFFECTIVE  
March 23, 2007 - March 22, 2010**

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**TELEVISION TECHNICIANS/TECHNICAL ENGINEERS  
AGREEMENT  
2007-2010**

THIS AGREEMENT, made and entered into this 23rd day of March, 2007, at Des Moines, Iowa, by and between Des Moines Hearst-Argyle Television, Inc., a subsidiary of Hearst-Argyle Television, Inc., as the owner and operator of Television Station KCCI-TV, at Des Moines, Iowa, hereinafter called the Station or Employer, and Local Union No. 347 of the International Brotherhood of Electrical Workers, hereinafter called the Union, which is hereby recognized as the sole collective bargaining agency for all broadcasting technicians/technical engineers employed at said Station, hereinafter called Technicians/Technical Engineers, now or hereafter employed by the Employer at said Station, their lessees, successors or assigns, during the term of this Agreement.

If during the life of this Agreement the Station is sold, leased, assigned or otherwise transferred to another entity or operator, the Station will not conclude any such transaction without apprising the new owner or operator of the existence of this Agreement and encouraging said owner or operator to continue the business.

**BASIC PRINCIPLES**

The Employer and the Union have a mutual interest in the television 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 and the performance of said promises as herein contained, the parties agree as follows:

**MANAGEMENT RIGHTS**

The parties hereto recognize that management is responsible for organizing, arranging and directing the various components of the Station's business in order to run an efficient and profitable enterprise. Nothing contained herein shall be understood or construed as giving the Union any voice or authority with respect to the conduct, operations or management of the business, property or affairs of the Employer except as this Agreement expressly and specifically limits. Nothing contained in this Agreement shall prevent the implementation of any program to be hereafter undertaken by the Station. To the extent that any other rights of management are not specifically restricted in the substance of this Agreement, all such rights, privileges and options shall be preserved to the Station.

## **SUBCONTRACTING**

Definition: Subcontracting, as it relates to KCCI-TV, is KCCI-TV's hiring of personnel and/or equipment not belonging to KCCI-TV.

It is not the Station's desire to utilize subcontractors on work normally performed by bargaining unit members. However, the Station shall make decisions as to whether work shall be subcontracted in a manner consistent with its recognized intent to maintain, as far as is practicable, a stable workforce. No Technician/Technical Engineer shall be displaced from his/her regular work hours. Decisions on subcontracting shall be based upon the nature of the work to be performed, the scope of the project or production requirement, relative cost, possession and availability of Station equipment and employees qualified to accomplish production at a competitive cost, without undue overtime or delay either of the specific production or any other scheduled activity, desirability of continuity of relations with historical sources of supply, best utilization of all of the Station's facilities, equipment, and employees, taking into account as a paramount consideration, the long-term stability and health of the Station as a whole.

## **ARTICLE I**

### **EFFECTIVE DATE/JURISDICTION/UNION MEMBERSHIP**

Section 1.1 - This Agreement shall take effect as of the 23rd day of March, 2007, and shall remain in effect through the 22nd day of March, 2010. It shall continue in effect thereafter from the 23rd day of March through the 22nd day of March of each succeeding year, unless at least sixty (60) days' notice in writing is given prior to the 22nd day of March, 2010, or each succeeding year, by either party to the other, requesting changes or termination of this Agreement. However, changes may be made at any time by mutual written consent. Any changes agreed upon shall be reduced to writing and signed by the parties hereto, the same as this Agreement.

Section 1.2 - There will be no strike, refusal to work, slowdown, sitdown, picketing, sympathy strike on Employer's premises, or boycott by the Union or its affiliated locals or members, or lockout on the part of the Employer during the term of this Agreement, provided, however, that a member of the Union may refuse to enter upon the premises of any employer other than the Employer if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize pursuant to an applicable state law or the Labor Management Relations Act of 1947, as amended.

Section 1.3 - Employee Coverage. This Agreement shall cover employees, full-time and part-time, in the Technical Department of the Employer, unless restricted in other parts of the Agreement.

Section 1.3.1 - Work Jurisdiction. The work jurisdiction to be covered by this Agreement shall be as follows:

The development, design, installation, operation, repair and maintenance of technical equipment in connection with the Employer's operation of KCCI-TV, including video (technical director), studio cameras (except as noted below), video tape, ENG, audio, TV transmitter, master control, maintenance and repair, satellite receive only equipment in above areas, movable satellite controls, except as limited in other sections of the Agreement.

The third studio camera operator, as well as the Newsroom camera operator, may be any qualified personnel, as determined and authorized by the Employer. When more than two (2) camera operators are used at the same time, two (2) camera operators will be Technicians/Technical Engineers and the remaining camera operators used at that time will be other qualified personnel authorized by the Employer. The first two (2) studio cameras may be operated by qualified personnel, authorized by the Employer, whenever a scheduled Technician/Technical Engineer camera operator cannot, due to absence or workload. In the event the Employer adds a second set of controls for the Skycam or relocates the existing Skycam controls from master control to another area within the Station (e.g., the Newsroom), any qualified personnel, as determined and authorized by the Employer, may switch or otherwise operate the Skycam controls. No Unit member will be held responsible for an error or mistake resulting from the operation of the dual controls.

The Employer has complete authority to assign and define operations, including all cameras (2 studio cameras, as limited), microwave (excluding ICR's and STL's), ENG equipment (excluding ENG equipment in projection), portable VCR's, studio lighting in the studio (excluding lighting memory), electronic graphics (vidifont, chyron, still store and other computer-aided graphics). This specifically includes complete operational and usage jurisdiction in KCCI-TV News, Sports, Weather, Public Affairs, Public Service, Community Affairs and Promotion. This also includes commercial and program editing outside the technical area. Viewing of tapes in projection/tape room by qualified personnel (currently, [Jan Kinney](#), [Sue Knudson](#) and Bob Day) for content only, with permission of projectionist on duty, when practical, the Crew Chief on duty should be notified. Any qualified personnel, as determined and authorized by the Employer, may access the clipstore and stillstore, for purposes of browsing only, with the approval of a Technical Director (if one is on duty). The Technical Director will approve such requests for access to browse, unless the clipstore or stillstore are in use or are about to be used.

"As limited" means any qualified personnel can operate this position without displacing any present full-time Technician/ Technical Engineer from their forty (40) hour workweek.

There will not be a technical staff reduction due to non-technician microwave-van operation.

Section 1.3.2 - The keeping of the official television program log required by the Federal Communications Commission may be performed by Technicians/Technical Engineers.

Section 1.3.3 - It is understood that employees covered by this Agreement may be called upon to perform job-related inter-departmental duties.

Section 1.3.4 - The Chief and Assistant Chief Engineer of the Employer (who are not covered by this Agreement) may, from time to time, perform work, provided Employees of the Employer covered by this Agreement shall not be displaced from work hours.

Section 1.4 - Any Technician/Technical Engineer shall be under a training or education period for the first one hundred eighty (180) days of his/her employment. During the training period, the Technician/Technical Engineer may be discharged at the sole discretion of the Employer, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 1.5 - Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

**ARTICLE II**  
**GRIEVANCES - ARBITRATION -**  
**VIOLATION OF AGREEMENT - INSPECTION**

Section 2.1 - Grievance and Arbitration Procedures. Any grievance which may arise concerning the application, meaning, or interpretation of this Agreement shall be settled in accordance with the four-step grievance and arbitration procedure described below:

Step One:                   The Employee or Employees affected, through a union steward, shall file a written grievance with the Station's Business Administrator within seven (7) working days after the incident in question first occurred. The office of the Business Administrator shall refer the written grievance to the Chief Engineer for consideration and possible resolution. If no satisfactory settlement has been reached between the grievant and the Chief Engineer within seven (7) days after the filing of the grievance, the Union may appeal to Step Two of the grievance process.

Step Two:                   In the event that a satisfactory settlement has not been reached by the parties under the procedures and time limitations prescribed in Step One above, the Union may file a written request for review with the Station's Business Administrator, provided such request is received by the Administrator within seven (7) working days of the expiration of the time period delineated in Step One above. The Business Administrator, or his/her designee, shall have a period of seven (7) working days from the date upon which the Business Administrator received the written grievance to serve his/her written response to the grievance upon the Union. If no satisfactory settlement is reached at this juncture, the Union may, within seven (7) working days after receipt of the Business Administrator's written answer described herein, appeal the grievance to Step Three of the process.

Step Three: If no satisfactory adjustment of the grievance has been accomplished under Step Two above, the Union may file a written request for review of the grievance by the General Manager of KCCI. Said written request for review shall be responded to in writing by the General Manager within seven (7) working days following a meeting with the grievant and the Union business representative or his designee. If the General Manager's written response is unsatisfactory to the grievant and the Union, the Union may, within seven (7) working days following receipt of the written response from the General Manager, file a written request for arbitration with the Station's Business Administrator.

Step Four: Within seven (7) working days following receipt of the Union's written request for arbitration, the parties shall notify, by joint correspondence, the Federal Mediation and Conciliation Service of the existence of the dispute thereby requesting the submission of a list of seven (7) qualified arbitrators from FMCS. Upon receipt of the list of qualified arbitrators from the FMCS, the Union and Station shall alternately strike names from the list until only one name remains with the Union commencing the strike process. The remaining named person shall be chosen as the arbitrator to hear the grievance in question.

The arbitrator shall proceed to hold a hearing as soon as is practicable by mutual agreement of the parties. Unless otherwise agreed, grievances shall be submitted to arbitration in the chronological order in which they were filed. Only one grievance shall be heard by an arbitrator at any given hearing; provided, however, that any disciplinary grievance shall be submitted out of sequence, if jointly requested by the Union and the Station.

The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union.

The sole function of the arbitrator shall be to interpret the express provisions of this Agreement and apply them to the grievance. If the arbitrator determines that the Agreement has been breached or violated, he/she shall award an appropriate remedy. The arbitrator shall have no power to modify, supplement or otherwise alter the terms of this Agreement.

The decision of an arbitrator shall be final and conclusively binding upon the parties, and all parties to the arbitration agree to abide by the decisions in accord with the terms of this Agreement.

Any grievance shall be considered as settled on the basis of the last answer of the Station if not appropriately appealed by the Union within the



specified time limits set forth herein. The parties recognize that, in the interests of harmonious labor relations, time is of the essence in processing of all grievances. Any of the time limitations set forth in this article may be modified by mutual, written agreement of the parties. Weekends and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedures of this Agreement.

With advance notice, authorized representatives of the Union shall be allowed access to the premises of the Employer where members are employed under this Agreement to investigate a grievance. And, if mutually agreed by both parties, the representative may be allowed on premises for other items.

### **ARTICLE III**

#### **HOURS - COMPENSATION - CONDITIONS OF EMPLOYMENT**

Sections 3.1 through 3.3, inclusive, pertains to  
Full-time Technicians/Technical Engineers

Section 3.1(a) - Work Week-Eight Hour Days. A scheduled work week shall consist of forty (40) hours starting at 12:01 a.m. Sunday. Such forty (40) hours shall be divided into five (5) consecutive work days of eight (8) consecutive hours, immediately followed by two (2) consecutive days off. A paid meal period of one-half (1/2) hour shall be allowed during the eight (8) hour work day. All work performed in excess of eight and one-half (8 ½) hours in any work day shall be compensated at time and one-half (1 ½) the employee's regular rate of pay. All work performed in excess of eleven (11) hours in any work day shall be compensated at two (2) times the employee's regular rate of pay. In calculating overtime for the day: eight and one-half (8 ½) hours will be paid at straight time. Time in excess of eight and one-half (8 ½) hours per day will be paid at an overtime rate. A work day shall be computed by totaling the number of hours which have elapsed between the time the employee reports for work and the time when the employee has completed work, to the next one-quarter (¼) of an hour, and should be logged on the day the shift begins.

Section 3.1(b) - Work Week-Ten Hour Days. A scheduled work week shall consist of forty (40) hours starting at 12:01 a.m. Sunday. As an alternative to the provisions in Section 3.1(a) above, such forty (40) hours may be divided into four (4) consecutive work days of ten (10) consecutive hours, immediately followed by three (3) consecutive days off. A paid meal period of one-half (½) hour shall be allowed during the ten (10) hour work day. All work performed in excess of ten and one-half (10 ½) hours in any work day shall be compensated at time and one-half (1 ½) the Employee's regular rate of pay. All work performed in excess of eleven (11) hours in any work day shall be compensated at two (2) times the employee's regular rate of pay. In calculating overtime for the day: ten and one-half (10 ½) hours will be paid at straight time. Time in excess of ten and one-half (10 ½) hours per day will be paid at an overtime rate. A work day shall be computed by totaling the number of hours which have elapsed between the time the Employee reports for work and the time when the Employee has

completed work to the next one-quarter ( $\frac{1}{4}$ ) of an hour, and should be logged on the day the shift begins.

Section 3.1(c) - Work Week (with Sick Day)-Eight Hour Days. If a sick day occurs, overtime will be calculated on a weekly basis rather than a daily basis. Any time worked in excess of forty (40) hours per week will be paid at time and one-half ( $1\frac{1}{2}$ ). Sick days will be credited as eight (8) hours of sick time but will not count toward overtime.

Section 3.1(d) - Work Week (with Sick Day)-Ten Hour Days. If a sick day occurs, overtime will be calculated on a weekly basis rather than a daily basis. Any hours worked in excess of forty (40) hours per week will be paid at time and one-half ( $1\frac{1}{2}$ ). Sick days for Technicians/Technical Engineers regularly scheduled for ten (10) hour workdays will be credited as ten (10) hours of sick time but will not count toward overtime.

Section 3.1(e) - As far as figuring overtime is concerned, vacation days and personal days are considered an eight (8) hour work day for Technicians/Technical Engineers regularly scheduled for eight (8) hour days and are considered a ten (10) hour work day for Technicians/Technical Engineers regularly scheduled to work ten (10) hour work days.

Section 3.1(f) - Call-in. If a Technician/Technical Engineer is called in on his/her scheduled day off, they will receive a minimum of four (4) hours at one and one-half ( $1\frac{1}{2}$ ) times the individual's hourly rate. Notwithstanding the foregoing, if a Technician/Technical Engineer agrees to a minimum call-in of less than four (4) hours, he/she will be paid at two (2) times the individual's hourly rate for all hours worked, with a minimum of two hours guaranteed, provided, however, if he/she works four (4) hours or more on the call-in, all hours worked will be paid at one and one-half ( $1\frac{1}{2}$ ) times and not double time.

Section 3.1(g) - Call-back. If a Technician/Technical Engineer is called back to work after his/her scheduled shift has ended, he/she will receive a minimum of four (4) hours at two (2) times the individual's hourly rate. However, if a Technician/Technical Engineer does not receive ten (10) consecutive hours of rest, he/she will be compensated an additional straight time rate for time worked in reduction of his/her rest period.

Section 3.2 - Full-time Technicians/Technical Engineers shall be granted two (2) consecutive days off each week when assigned to five (5) eight (8) hour days (three (3) consecutive days off when assigned to four (4) ten (10) hour days). Such days off shall be established for at least four (4) weeks without change and may not be changed thereafter except upon five (5) days' advance notice to the Technician/Technical Engineer involved. Such days off shall be preceded or followed by a ten (10) hour rest period.

Technician's/Technical Engineer's rest period may be shortened provided he/she is paid, in addition to any other compensation, a sum equivalent to one-half ( $\frac{1}{2}$ ) his/her regular hourly rate of pay for time worked in reduction of his/her rest period.

Section 3.3 - Technicians/Technical Engineers who are called on for an early call-in within twelve (12) hours shall be paid additional one-half ( $\frac{1}{2}$ ) time for the time involved. An

early call-in is defined as a return to work when less than the defined interval (twelve (12) hours) has elapsed following the termination of the Technician's/Technical Engineer's last assignment and the following shift assignment.

Section 3.3.1 - Weekly Work Schedules.

- (a) All schedules shall allow sufficient time for preparatory and clean-up work and lockup at each point of assignment (transmitters, studios and remotes).
- (b) Work schedules will normally be posted six (6) days in advance and not less than three (3) days following a weekend. In the event schedule changes are desired thereafter, such changes shall generally be made by giving at least twenty-four (24) hours' notice to the Technician(s)/Technical Engineer(s) involved. This notice must be given personally to the Technician(s)/Technical Engineer(s) involved. For any notice of less than twenty-four (24) hours for an early call-in, the Technician/Technical Engineer will be paid at the rate of additional one-half (1/2) time for those hours only. Computation will be based on the following day's schedule time, or rescheduled time, whichever occurs first.

There is to be no pyramiding of overtime and/or other premium pay under this Agreement for any reason.

Section 3.4 - Schedules of regular work assignments shall be made up and posted at a convenient place for the Technicians/Technical Engineers concerned.

Section 3.5 - For reasons of safety, no Technician/Technical Engineer at any transmitter will be permitted to do any transmitter work on after-hours testing, maintenance or work during operating hours which requires him to be inside transmitter enclosure, unless, in such cases, another Technician/Technical Engineer is present. Presence of the Chief Engineer or his Assistant shall fulfill this safety requirement.

Section 3.6 - Full-time Technicians/Technical Engineers shall receive additional compensation, if elected, equal to one-fifth (1/5) of their weekly rate for a five (5) day work week (one-fourth (1/4) of their weekly wage for a four (4) day work week with ten (10) hour days), for all work performed by regular Technician/Technical Engineer on New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

Any designated holiday falling on a full-time Technician's/Technical Engineer's work day, day off, vacation day or personal day may be taken at his/her straight time rate of pay or the Technician/Technical Engineer may take an alternative day as the holiday in lieu of pay. The alternative day must be taken within a twelve (12) month period following the designated holiday.

Section 3.7 - Technician/Technical Engineer shall not be credited with time spent in reporting to and from work at the studios or transmitter but shall be credited with all time spent thereafter during the day's assignment, such as traveling between studios, remotes, or transmitter, and other assignments in which traveling is required. If a Technician/Technical Engineer is required to travel on his/her day off, they shall be compensated as a call-in. However, if travel is for schooling approved by the Station and occurs outside the Technician/Technical Engineer's regularly scheduled work hours, the Technician/Technical Engineer shall be compensated at straight time for the travel.

Section 3.8 - The Employer shall reimburse each Technician/Technical Engineer for all traveling and other necessary expenses when travel is required or authorized by the Employer. Technicians/Technical Engineers shall receive mileage allowance on a round-trip basis from the studio location to the transmitter site, based on the most direct route. Such allowance may be paid at two (2) week intervals. Technicians/Technical Engineers will be reimbursed for all approved expenditures upon submission of an itemized statement of such expenses to the Employer. It is agreed that Technicians/Technical Engineers shall be reimbursed for travel expenses at the rate per mile received by State of Iowa employees (State Controller) or I.R.S., whichever is greater.

Section 3.8.1 - The Employer reserves the right to determine the method of transportation. Technicians/Technical Engineers are under no obligation to use their personal vehicle for the Employer's business under any circumstances; but, if he/she so agrees, he/she shall be paid the rate per mile received by State of Iowa Employees (State Controller), or I.R.S., whichever is greater, for such use and, in addition, shall be reimbursed upon presentation of proof for expenses such as parking and toll charges. However, a Technician/Technical Engineer will not be reimbursed in any fashion for traffic fines or any other forms of liability resulting from the operation of his/her personal vehicle. Any mileage reimbursement in excess of the applicable I.R.S. reimbursement rate shall be reportable by the Technician/Technical Engineer as income.

Section 3.9 - The Employer shall have the right to employ and schedule part-time Technicians/Technical Engineers with at least one (1) full-time Technician/Technical Engineer on duty with each crew.

Section 3.9.1 - The following wage scale shall be the minimum applicable to work weeks of forty (40) hours from the effective date of the Agreement. This wage scale shall be in effect until changed by negotiation between Employer and the Union.

If a Technician/Technical Engineer is hired at other than starting scale, but in no event below scale, he/she shall advance to the next higher wage scale at each anniversary date of his/her employment; provided, he/she has performed satisfactorily as adjudged by the Evaluation Process.

The Employer may, at any time, pay any Technician/Technical Engineer at an "over-scale" rate of pay; i.e., a rate above the minimum rate appearing in Section 3.92. "Over-scale"

payment may be done at the Employer's discretion without obligating the Employer to raise other Technicians/Technical Engineers by a like amount of "over-scale" pay. It is further agreed and understood that such "over-scale" pay may be withdrawn by the Employer at the Employer's discretion.

Section 3.9.2 - Effective as of March 23, 2007. Classification and Wage Scale. These groupings are for the purpose of job classification, seniority and wage scales.

**Part-Time Technicians/Technical Engineers.** A regular Part-Time Technician/Technical Engineer is one who was a Full-Time Technician/Technical Engineer and by choice of the Technician/Technical Engineer and with the agreement of the Employer reduced his/her scheduled hours to thirty (30) hours per week or was hired for a position that required thirty (30) plus hours per week at the time of hire and was classified at that time as a regular Part-Time Technician/Technical Engineer. Regular Part-Time Technicians/Technical Engineers are to receive two (2) weeks' vacation and are eligible for coverage under the terms of the Employer's sick pay plan and group insurance program, in accordance with the provisions of those plans.

A temporary Part-Time Technician/Technical Engineer is a Technician/Technical Engineer hired to fill-in for vacation/sick/busy times/etc. with no set schedule of hours, or a guarantee of hours each week. Temporary Part-Time Technicians/Technical Engineers will not be eligible for vacation, sick leave or other employee benefits.

Part-Time Technicians/Technical Engineers will receive time and one-half for any time worked over twelve (12) hours per day, or time worked over forty (40) hours per week. The one-half (1/2) hour meal period will be paid at the straight-time rate.

A Part-Time Technician/Technical Engineer will be paid a minimum of \$8.25 per hour.

The Employer will consider efforts or progress toward completion of related courses of study, in addition to demonstrated work skills and other performance in job-related objectives, before a Technician/Technical Engineer is advanced to the next grade.

**Technician.** A Technician is designated by the Employer. In addition to designated duties in other areas of the Agreement, a Technician would possess knowledge, skill and understanding necessary to consistently identify and diagnose adjustments, malfunction and effect repairs and installation. A Technician may also perform other work on or relating to equipment as assigned by or in conjunction with the Chief or the Assistant Chief.

0 -1 Year	\$393.00
1 - 2 Years	\$412.00
2 - 3 Years	\$433.00
3 - 4 Years	\$458.00
4 - 5 Years	\$494.00
Over 5 Years	\$530.00

Technicians who are currently paid at top of the scale or above ("non-step" employees) will receive a percentage increase, from their then current base wage rate, for each year of the contract, as follows:

2007 - three percent (3%) (starting with the closest Sunday to March 23, 2007)

2008 - three percent (3%) (starting with the closest Sunday to March 23, 2008)

2009 - three percent (3%) (starting with the closest Sunday to March 23, 2009)

In the event a Technician reaches top of scale prior to the expiration of this Agreement, the Technician will be eligible to receive the percentage increase(s) set forth in the preceding paragraph for each remaining year, beginning with the next anniversary date of the Agreement. For example, if a Technician reaches the top of the pay scale as of October 15, 2007, he/she will be eligible for the 3% increase in his/her rate, effective the Sunday closest to March 23, 2008.

**Technical Engineer.** A Technical Engineer is so designated by the Employer. In addition to designed duties in other areas of the Agreement, including but not limited to, equipment operation, maintenance, cleaning, adjustment, installation, removal, repair, log keeping (if management desires), systems planning and implementation, including documentation and schematic preparation requiring technical training, knowledge, understanding and experience to do all work of a major nature in an independent environment.

Experience, skill, ability and formal training shall be decisive in management selection of these Technical Engineers. Technicians may qualify.

0 - 1 Year	\$561.00
1 - 2 Years	\$590.00
2 - 3 Years	\$618.00
3 - 4 Years	\$644.00
4 - 5 Years	\$670.00
5 - 6 Years	\$688.00
Over 6 Years	\$711.00

Technical Engineers who are currently paid at top of the scale or above ("non-step" employees) will receive a percentage increase, from their then current base wage rate, for each year of the Agreement, as follows:

2007 - three percent (3%) (starting with the closest Sunday to March 23, 2007)

2008 - three percent (3%) (starting with the closest Sunday to March 23, 2008)

2009 - three percent (3%) (starting with the closest Sunday to March 23, 2009)

In the event a Technical Engineer reaches top of scale prior to the expiration of this Agreement, the Technical Engineer will be eligible to receive the percentage increase(s) set forth in the preceding paragraph for each remaining year, beginning with the next anniversary date of the Agreement. For example, if a Technical Engineer reaches the top of the pay scale as of

October 15, 2007, he/she will be eligible for the 3% increase in his/her rate, effective the Sunday closest to March 23, 2008.

The Crew Chief has the authority as directed by the Chief or Assistant Chief Engineer to assign Technicians/Technical Engineers to various work responsibilities and to schedule these individuals' work day. In the absence of the Chief or Assistant Chief, the Crew Chief may be contacted while he/she is off duty by the current work crew. Crew Chief (designated by management) will receive an additional four percent (4%) of his/her wages.

Technical Engineers hired prior to August 25, 1975, shall be classified as Technical Engineers.

Management has total authority of placement and initial classification of all Technicians/Technical Engineers.

Evaluation Process. If a Technician/Technical Engineer believes he or she has been treated unfairly with respect to his/her evaluation, he/she may file a grievance in accordance with Section 2.1 above.

Section 3.10 - Regular full-time Technicians/Technical Engineers shall receive vacations with full pay as follows:

**Vacation Entitlement**

**Length of Continuous Uninterrupted Service**

Section 3.10.1

Two (2) normal 40-hour workweeks

After completing one (1) or more years of continuous service.

Section 3.10.2

Three (3) normal 40-hour workweeks

After completing five (5) years of continuous service.

Section 3.10.3

Four (4) normal 40-hour workweeks

After completing fifteen (15) years of continuous service.

Section 3.10.4

Five (5) normal 40-hour workweeks

After completing twenty (20) years of continuous service.

Section 3.10.5

Regular full-time Technicians/Technical Engineers shall receive three (3) personal days off (PDO) with pay. PDOs may be taken with short notice of time off. However, it is strongly encouraged that the Technician/ Technical Engineer give as much notice as possible to his/her supervisor. The parties understand and agree that no more than four (4) Technicians/Technical Engineers may be gone during any given day.

Section 3.10.6 - Up to one (1) week (forty (40) hours) of unused vacation may be taken during the first three (3) months following the anniversary of employment date.

Section 3.10.7 - Length of service for full week vacations and holidays shall be determined as of the date of employment with the Station, and Technicians/Technical Engineers shall have their choice of full week vacations in order of their seniority.

At no time shall there be more than four (4) Technicians/Technical Engineers on vacation. A maximum of two (2) weeks of vacation may be taken one (1) day at a time, provided each requested day of vacation is preceded by a two (2) week notice. Less notice may be given if mutually agreed by Technician/Technical Engineer and the Employer. Seniority shall not be a factor in the grant or denial of requests for day-to-day vacation requests.

Full week vacations must be preceded by a four (4) week notice. Vacations may be granted with less notice by mutual agreement between Technician/Technical Engineer and the Employer.

Technicians/Technical Engineers desiring full week vacations shall schedule their vacations six (6) months in advance. Technicians/Technical Engineers desiring day vacation for holidays only shall schedule their vacations between six (6) and five (5) months in advance. After such date, seniority will be void.

A Technician's/Technical Engineer's full week vacation shall be scheduled to start immediately following his/her days off.

A Technician's/Technical Engineer's vacation day(s) or personal day(s) shall be preceded or followed by a ten (10) hour rest period.

Vacations will be given the year round.

Section 3.11 - Any Technician/Technical Engineer shall be granted a written leave of absence for good cause, provided such leave of absence is approved by the Employer. Any



Technician/Technical Engineer who is a member of a military or naval reserve organization shall be granted a leave of absence for training periods required by such military or naval reserve organization to keep up their standing.

Section 3.12 - A Technician/Technical Engineer resigning his/her position shall give the Employer two (2) weeks' written notice of his/her resignation.

Section 3.13 - In the event the Employer is forced to reduce the number of Technicians/Technical Engineers in its employ, a Technician/Technical Engineer shall be laid off in inverse order of their seniority with the Employer. Such Technician/Technical Engineer shall receive a service letter seven (7) calendar days in advance of the effective date of their lay-off and shall be re-employed in order of their seniority. A Technician's/Technical Engineer's seniority shall be computed from the original date of his/her employment, subject to the provisions of this Agreement relating to trial period. Upon completion of the trial period, seniority is computed from the initial date the Technician/Technical Engineer began working for the Employer full-time. In the event of a lay-off, the Technician/Technical Engineer will continue his seniority up to ninety (90) days after lay-off. After ninety (90) days off, his/her seniority will be frozen until he/she is rehired. If after six (6) months, he/she is not rehired, the Technician/Technical Engineer is considered terminated. A separate seniority list will be established and maintained for Technicians and Technical Engineers. A Technical Engineer will maintain a higher seniority than a Technician. The Employer and the Union shall cooperate in establishing and maintaining accurate seniority records.

A laid-off Technician/Technical Engineer will be advised of and have first opportunity at covering any upcoming relief or part-time Technician/Technical Engineer work provided such laid-off Technician/Technical Engineer is interested, available and qualified to perform the available work.

No full-time Technician/Technical Engineer will be laid-off as a result of a part-time person working.

Two (2) weeks' severance pay will be granted as result of lay-off.

The Union and the Employer agree that the Station shall have the right to automate any of its equipment. In the event that such automation reduces the number of Employees required, such Employees laid off shall be subject to the provisions of this section, except for the following provisions. The Employees to be laid off as a result of automation will be given at least three (3) months' notification in advance of the effective date of the layoff. The Employer agrees that if such Employees are not recalled from layoff and are terminated due to automation, they shall receive an additional week of severance pay for each year of service with the Employer, up to a maximum of four (4) additional weeks of pay; in addition, such employees shall be notified of any current positions open in other Hearst-Argyle television stations at the time of termination. Such Employees may resign any time after such notification upon two (2) weeks' written notice to the Employer, in which event they shall receive the additional severance referenced in the preceding sentence but will waive their right of recall.

Section 3.14 - Full-time and regular part-time Technicians/Technical Engineers shall be covered by the provisions of the Employer's Sick Pay Plan, in accordance with the provisions of that Plan, to the same extent and in the same manner as other full-time, non-exempt employees of the Employer.

Section 3.15 – Full-time employees may be granted up to five days off from work with pay at the regular base pay rate if a member of an employee's or employee's spouse/domestic partner's immediate family dies (spouse, domestic partner, parent, brother, sister, child, grandparent, grandchild, aunt, uncle, daughter-in-law or son-in-law, mother-in-law or father-in-law, step-parent or step-child.)

Subject to departmental needs and supervisor approval, an employee may be granted time off without pay to attend the funeral or memorial service of individuals not included above, or the employee may use a vacation day.

Part-time and temporary employees may be granted bereavement leave without pay.

Section 3.15.1 - During the life of this Agreement, the Employer agrees to make available to Technicians/Technical Engineers covered by this Agreement such hospitalization and medical insurance plan(s) as are made available at any given time to non-bargaining unit, full-time employees, on the same terms and conditions as such plans are made available to non-bargaining unit, full-time employees. Employees will be eligible for benefits under those various plan(s) and will participate in the cost thereof on the same basis as non-bargaining unit, full-time employees who are likewise covered thereby, in accordance with and subject to the terms and provisions of the various plans.

It is understood and agreed that the benefits provided under these various insurance plans may increase or decrease during the term of this Agreement and/or the cost of participating to the Technician/Technical Engineer may increase or decrease during the term of the Agreement, without the Employer being required to bargain with the Union; the only obligation of the Employer is to ensure that the same types of benefits (e.g., medical insurance, group life insurance, etc.) are made available to Technicians/Technical Engineers covered by this Agreement on the same terms and conditions as they are made available to all full-time employees. The Employer shall not be required to bargain with the Union with respect to any medical insurance plan or group life insurance plan, or any changes thereto, during the life of the Agreement. The Employer agrees, however, that any modifications or amendments to any such insurance plan(s) will apply equally to all employees of Employer covered by such plan(s).

Section 3.16 - The Employer reserves the right to discharge any Technician/Technical Engineer for just cause. A discharge for cause shall be written and shall state the reason for the discharge. The Employer shall have the right to require as a condition of employment that each Technician/Technical Engineer have and maintain a minimum grade FCC License, and the Employer shall have the right to discharge a Technician/Technical Engineer for failure to maintain such minimum grade FCC License.

Section 3.16.1 -

Retirement. The Employer agrees to continue to make available the Pension Plan which had previously covered the Technicians/Technical Engineers, in accordance with the terms and provisions of said Plan. Such Employees covered by the Agreement, as qualified under terms of the Plan, shall be entitled to participate. The Employer reserves the right to modify or amend its Pension Plan from time to time, as it deems appropriate, without being required to bargain with the Union; any modifications or amendments to the Pension Plan will apply equally to all employees of the Employer covered by this same Pension Plan. The Employer commits to maintaining a retirement plan at least comparable to the existing Plan for the term of the Agreement.

401(k) Plan. The Employer shall provide an IRS approved 401(k) employee savings plan, and Employees shall be eligible to participate in that Plan in accordance with its provisions. During the term of this Agreement, the Company will match fifty percent (50%) of the first four percent (4%) of the Employee's contributions to that Plan.

Section 3.17 - Both Employer and the Union subscribe to the principle that there should be no discrimination against any person because of race, creed, color, national origin, religion, sex or age in violation of applicable federal or state enactments, rules or regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Des Moines Hearst-Argyle Television, Inc.

Local Union #347 of the International  
Brotherhood of Electrical Workers

By: \_\_\_\_\_  
Paul H. Fredericksen  
President/General Manager

By: \_\_\_\_\_  
Gerald A. Granberg  
Business Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

April \_\_\_\_, 2001

**LETTER OF UNDERSTANDING #1**

In an effort to meet a Company concern pertaining to Satellite Truck operation, the Company and Union agree to the following: Technicians/Technical Engineers designated as Newstar 8 operators may be asked by the Company to be "on call" for Newstar 8 operation. Scheduling and details of this procedure will be worked out by the operators.

Technicians/Technical Engineers called in while "on call" will be given a reasonable amount of time for arrival, and the provisions of the contract will apply. Compensation for being "on call" will be \$35.00 for each period of twenty-four (24) consecutive hours or less. This "on call" arrangement may be terminated by either the Company or the Union by giving the other party fourteen (14) days' written notice.

Des Moines Hearst-Argyle Television, Inc.

Local Union #347 of the International  
Brotherhood of Electrical Workers

By: \_\_\_\_\_  
Paul H. Fredericksen  
President/General Manager

By: \_\_\_\_\_  
Gerald A. Granberg  
Business Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

June \_\_, 2007

**LETTER OF UNDERSTANDING #3**

During the course of negotiations for a new collective bargaining agreement to be effective from March 23 neither party proposed any changes to Section 1.3.1 (Work Jurisdiction). However, subsequent to the ratification of the new collective bargaining agreement, the parties agreed to address the departure of a management employee named in the third paragraph of the section. Specifically, the parties agree to remove the name of Mary Evans from said paragraph. The parties have not agreed to any other changes to the section.

Des-Moines Hearst-Argyle Television, Inc.                      Local Union #347 of the International  
Brotherhood of Electrical Workers

By: \_\_\_\_\_  
Paul H. Fredericksen  
President/General Manager

By: \_\_\_\_\_  
Gerald A. Granberg  
Business Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_