

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES**

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES & TECHNICIANS, THE
BROADCASTING AND CABLE TELEVISION
WORKERS SECTOR OF THE COMMUNICATIONS
WORKERS OF AMERICA, LOCAL 51, AFL-CIO**

and

Case **19-CB-234944**

**NEXSTAR BROADCASTING, INC.
d/b/a KOIN-TV**

JOINT MOTION AND STIPULATION OF FACTS

This is a Joint Motion by the parties, National Association of Broadcast Employees & Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, Local 51, AFL-CIO (“Respondent”), Nexstar Broadcasting, Inc. d/b/a KOIN-TV (the “Charging Party” or “KOIN-TV”), and Counsel for the General Counsel, to waive a hearing in Case 19-CB-234944 and to authorize the Administrative Law Judge to issue a decision pursuant to § 102.35(a)(9) of the Rules and Regulations of the National Labor Relations Board (“Board”) based on a stipulated record. The waiver of the hearing will avoid unnecessary costs and delay and effectuate the purposes of the Act.

This Joint Motion is not intended in any way to waive the parties’ right to file with the Administrative Law Judge briefs in support of their positions, to file with the Board any exceptions to the Administrative Law Judge’s decision, or to obtain judicial review of any Decision and Order the Board issues in this case based on this stipulated record.

If this Joint Motion is granted, the parties agree to the following:

1. The record in this case consists of the Charge in Case 19-CB-234944, the Complaint and Notice of Hearing, the Answer to the Complaint, the Stipulation of Facts provided below and Exhibits attached thereto, the Statement of Issues Presented, and each party's Statement of Position.
2. This case is submitted directly to the Administrative Law Judge for issuance of Findings of Fact, Conclusions of Law, and a Recommended Order.
3. The parties waive a hearing before the Administrative Law Judge.
4. The parties will not issue and will withdraw all subpoenas for witness testimony or for the production of documents any of them have served in connection with the hearing that was scheduled to occur before the Administrative Law Judge beginning on October 8, 2019.
5. The Administrative Law Judge will set the time for the filing of briefs, which the parties request to be 35 days from the date of the granting of this Motion. The parties agree to the following Stipulation of Facts. This Stipulation is made without prejudice as to any objection that any party may have as to the relevance of any facts stated herein.

I. STIPULATION OF FACTS

1. The Charge in Case 19-CB-234944, which is attached as **Exhibit A**, was filed by the Charging Party on January 29, 2019, and was served on Respondent by U.S. mail on February 1, 2019.
2. On May 30, 2019, the Regional Director of Region 19 of the Board (“Regional Director”) issued a Complaint and Notice of Hearing in Case 19-CB-234944 (“Complaint”), which is attached as **Exhibit B**.
3. On June 5, 2019, Respondent filed a timely Answer to the Complaint, which is attached as **Exhibit C**, denying that it had violated the National Labor Relations Act (“Act”) as alleged.
4. At all material times, Charging Party has been a corporation with an office and place of business in Portland, Oregon (the “facility”), and has been engaged in the operation of a television station.
5. On about January 17, 2017, Charging Party purchased the business of LIN Television Corporation, a Media General Company, d/b/a KOIN-TV (“Media General KOIN-TV”), and since then has continued to operate the business of Media General KOIN-TV in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of Media General KOIN-TV.
6. Based on its operations described above in paragraphs 4 and 5, Charging Party has continued as the employing entity and is a successor to Media General KOIN-TV.

7. In conducting its operations during the 12-month period ending January 29, 2019, a representative period, Charging Party derived gross revenues in excess of \$100,000.
8. In conducting its operations during the 12-month period ending January 29, 2019, a representative period, Charging Party purchased and received at the facility goods valued in excess of \$50,000 directly from points outside the State of Oregon.
9. At all material times, Charging Party has been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.
10. At all material times, Respondent has been a labor organization within the meaning of § 2(5) of the Act.
11. At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of § 2(13) of the Act:

Carrie Biggs-Adams - Lead Negotiator and Local President

Ellen Hansen - Bargaining Representative

12. The following employees of Charging Party (the "Units") constitute units appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act:

The first, as certified by the National Labor Relations Board, consists of all regular full-time and regular part-time engineers and production employees, but excluding chief engineer, office clericals, professionals, guards and supervisors as defined in the Act, and all other employees of KOIN-TV.

The second, as voluntarily recognized by the parties, consists of all regular full-time and regular part-time news, creative services employees, and web producers, but excluding news producers, IT employees, on-air talent (aka "performer"),

office clericals, professionals, guards and supervisors as defined in the Act and all other employees of KOIN-TV.

13. At all material times until January 17, 2017, Respondent has been the exclusive collective-bargaining representative of the Units employed by Media General KOIN-TV and recognized as such by Media General KOIN-TV. This recognition was embodied in successive collective bargaining agreements, the most recent of which was in effect from July 29, 2015, to August 18, 2017, with the last extension expiring September 8, 2017 (“expired CBA”). A complete copy of the CBA is attached as **Exhibit D**.
14. Since about January 17, 2017, based on the facts described above in paragraphs 4, 5, 6, 12, and 13, Respondent has been the designated exclusive collective-bargaining representative of the Units.
15. At all material times, based on § 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the Units.
16. At all material times, Respondent and Charging Party were engaged in bargaining for a successor to the expired CBA.
17. On around November 20, 2018, an article entitled “TV chain Nexstar splits workers with different raise offers, shifts cash to shareholders,” attached as **Exhibit E**, was published in *People’s World*. The article discussed the state of negotiations between Respondent and Charging Party and referenced wage proposals and discrimination proposals made by the parties.
18. On about December 14, 2018, Charging Party hand delivered and emailed to Respondent the letter entitled “Request for information – peoplesworld.org article

dated 11/20/18” attached as **Exhibit F**. At issue in this proceeding are requested items 2-9.

19. On or about January 25, 2019, Carrie Biggs-Adams and Charging Party’s bargaining spokesperson, Charles Pautsch, had an oral conversation in which Biggs-Adams commented that she believed the December 14 request was improper because it was seeking a journalist’s sources. Apart from that conversation, from around December 14, 2018, to April 30, 2019, Respondent did not substantively respond to Charging Party’s letter, Exhibit F.
20. On about April 30, 2019, by the letter transmitted by email from Carrie Biggs-Adams to Patrick Nevin, attached as **Exhibit G**, Respondent responded to Charging Party’s letter by requesting clarification on the requested documents and stating that it believed Charging Party was already in possession of all responsive documents other than privileged communications.
21. Other than the communications described herein and attached as Exhibits F and G, there have been no further written or oral communications between Respondent and Charging Party about the December 14, 2018 letter at issue.
22. Respondent and Charging Party are currently engaged in successor bargaining and have reached tentative agreements on several issues including non-discrimination language as of December 13, 2018. The parties have not reached a tentative agreement on wages or severance.

II. ISSUES PRESENTED

Whether the information requested by the Charging Party on December 14, 2018, was relevant and necessary for Respondent for the purpose of collective bargaining and,

if so, whether Respondent has failed and/or refused to provide that information in violation of § 8(a)(5) of the Act since on or about December 14, 2018?

III. STATEMENTS OF POSITION

Counsel for the General Counsel's Position

Under Board law, information that implicates terms and conditions of employment of bargaining unit employees is presumptively relevant. *CalMat Co.*, 331 NLRB 1084 (2000); *Whitesell Corp.*, 355 NLRB No. 134 (2010). The relevance standard is a liberal “discovery-type standard.” *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 436 (1967). The requested information need not be dispositive of the issue for which it is sought but need only have some bearing on it. *Pennsylvania Power & Light*, 301 NLRB 1104, 1105 (1991). An employer “must furnish information that is of even probable or potential relevance to the union’s statutory duties.” *Conrock Co.*, 263 NLRB 1293, 1294 (1982). Indeed, a union is entitled to request and receive information that substantiates, undercuts, or in any way informs its good faith efforts at contract administration. The Board need only decide whether the information sought has some “bearing” on these issues, or would be of use to the union. *Dodger Theatricals Holdings*, 347 NLRB 953, 970 (2006). That includes use in bargaining. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 150 (1956).

A labor organization's duty to furnish information pursuant to § 8(b)(3) of the Act is “commensurate with and parallel to an employer's obligation to furnish it to a union” pursuant to §§ 8(a)(1) and (5) of the Act. *In Re Food Drivers, Helpers & Warehousemen Employees, Local 500 a/w Int'l Bhd. of Teamsters, AFL-CIO*, 340 NLRB 251, 252 (2003), citing *Iron Workers Local 207 (Steel Erecting Contractors)*, 319 NLRB 87, 90 (1995). See also *Firemen & Oilers Local 288 (Diversy Wyandotte)*, 302 NLRB 1008, 1009 (1991).

The General Counsel alleges that Respondent is in violation of § 8(b)(3) because it failed and refused to provide information related to ongoing bargaining. Further,

Respondent's failure to provide the information clearly affected the Charging Party's ability to bargain the successor contract and evaluate Respondent's proposals at the bargaining table. However, Respondent did not provide this presumptively relevant information. Instead, it did not respond to the Charging Party's request for four and a half months, thereby preventing the Charging Party from effectively bargaining and evaluating Respondent's proposals for the same amount of time. Given that the requested information is presumptively relevant under the Board's long-established standards, Respondent's refusal to provide it until April 30, 2019, violates the Act as alleged.

Respondent's Position

Respondent contends that:

- 1) The December 14, 2018 memorandum from Pat Nevin (General Manager of Nexstar d/b/a KOIN TV) to Carrie Biggs-Adams was not a good-faith request for information relevant to bargaining. Instead, it was calculated to harass and annoy Respondent in retaliation for the November 20, 2018 People's World Daily article referenced in the memorandum. Nevin claimed in the memorandum that his purpose was to assess the impact of the article upon bargaining. Three of the "requests" were directly about the article, demanding the People's World Daily journalist's sources, and demanding communications between the union and bargaining unit employees about the article, which, if any existed, would be privileged. While Respondent recognizes that the Complaint was not issued regarding the three "requests" directly about the article, those "requests" together with the subject line and prefatory paragraph demonstrate the harassing nature of the memorandum. The other eight "requests" did not call for any non-privileged

information relevant to bargaining that Nexstar did not already have in its possession. When Respondent responded to the December 14, 2018 memorandum on April 30, 2019, Respondent asked Nevin to clarify “whether you are seeking the communications and proposals that these parties have already exchanged. These should already be in your possession, but if you have reason to believe otherwise, please advise. There would be no other communications described in requests 2-9 except privileged communications, if any, between myself as the Union’s representative and affected members or the Union’s counsel.” The Employer did not respond, and the Employer did not at any relevant time identify any documents or information it did not already have that it was actually seeking from Respondent.

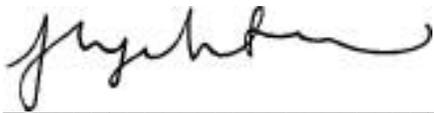
- 2) Respondent did not violate the Act by “delaying” response to the December 14, 2018 memorandum. On January 25, 2019, Ms. Biggs-Adams orally expressed to the Employer’s bargaining representative, Charles Pautsch, that she believed the December 14 “request” was improper because it was seeking a journalist’s sources. Again, the Employer did not clarify at any relevant time.
- 3) The Complaint is moot, because Respondent responded to all items in the December 14, 2018 memorandum in the April 30, 2019 letter, and the Employer has not identified any documents or information allegedly sought that was not already in its possession at any relevant time.

Charging Party’s Position

Respondent has been in violation of §§ 8(b)(3) of the Act by failing and refusing to provide the requested information outlined in the complaint. Respondent failed to

respond to the request for information that called for the production of information relevant to ongoing collective bargaining over mandatory subjects of bargaining. Respondent provided no response at all for over five (5) months from the date of the information request, December 14, 2018. When Respondent finally responded to the request on April 30, 2019, after the Complaint issued, it did so in a disingenuous manner claiming unspecified privilege as justification for not producing the documents relevant to the ongoing negotiations.

Respectfully submitted this 3rd day of October, 2019.



Sarah C. Ingebritsen, Esq.
Counsel for the General Counsel
National Labor Relations Board,
Subregion 36
Green-Wyatt Federal Bldg.
1220 SW 3rd Ave., Ste. 605
Portland, Oregon 97204

Telephone: 503-326-3088
Facsimile: 503-326-5387
Email: sarah.ingebritsen@nlrb.gov



Anne I. Yen, Esq.
Counsel for Respondent NABET Local
51, AFL-CIO
Weinberg Roger & Rosenfeld
1001 Marina Village Parkway, Ste 200
Alameda, California 94501

Telephone: 510-337-1001
Facsimile: 510-337-1023
Email: AYEN@unioncounsel.net



Charles W. Pautsch, Esq.
Nexstar Media Group, Inc.
545 E. John Carpenter Freeway, Suite
700
Irving, TX 75062

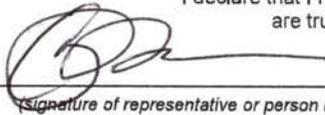
Telephone: 972-373-8800
Email: CPautsch@nexstar.tv

EXHIBIT A

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 19-CB-234944	Date Filed 1-29-19

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name NABET-CWA Local 51		b. Union Representative to contact Carrie Biggs-Adams	
c. Address (Street, city, state, and ZIP code) 240 2nd Street Suite 220 San Francisco, CA 94105		d. Tel. No. 415-398-3160	e. Cell No.
		f. Fax No. 415-398-3160	
		g. e-mail carrie@nabet51.org	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about December 13, 2018 the above stated Union has failed to furnish information in response, or respond at all, to a request for information sent to it by the Employer calling for the production of information relevant to the collective bargaining relationship between the Union and the Employer.			
3. Name of Employer Nexstar Broadcasting, Inc. d/b/a KOIN-TV		4a. Tel. No. 503-464-0806	b. Cell No. 480-489-1130
		c. Fax No.	
		d. e-mail cpautsch@nexstar.tv	
5. Location of plant involved (street, city, state and ZIP code) KOIN-TV 222 SW Columbia Street Suite #102 Portland, OR 97201		6. Employer representative to contact Charles Pautsch Vice President of Labor and Employment / Associate Counsel	
7. Type of establishment (factory, mine, wholesaler, etc.) Television Broadcasting	8. Identify principal product or service Information, News and Advertising		9. Number of workers employed 125
10. Full name of party filing charge Charles W. Pautsch, Attorney for Nexstar Media Group			
11. Address of party filing charge (street, city, state and ZIP code) 545 E. John Carpenter #700 Irving, TX 75062		11a. Tel. No. 972-373-8800	b. Cell No. 480-489-1130
		c. Fax No.	
		d. e-mail cpautsch@nexstar.tv	
<p style="text-align: center;">12. DECLARATION</p> <p>I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.</p>  <p style="text-align: center;">Charles W. Pautsch</p> <p>(Signature of representative or person making charge) (Print/type name and title or office, if any)</p> <p>545 E. Carpenter Fwy #700 Irving, TX 75062</p> <p>Address _____ Date <u>January 23, 2019</u></p>		Tel. No. 972-373-8800	
		Cell No. 480-489-1130	
		Fax No.	
		e-mail cpautsch@nexstar.tv	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

NABET-CWA LOCAL 51

Charged Party

and

**NEXSTAR BROADCASTING, INC. d/b/a
KOIN-TV**

Charging Party

Case 19-CB-234944

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on February 1, 2019, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Carrie Biggs-Adams, Staff Representative
NABET-CWA, Local 51, AFL-CIO
240 2nd St., Ste. 220
San Francisco, CA 94105-3188

Anne I. Yen, Attorney
Weinberg Roger & Rosenfeld
1001 Marina Village Pkwy., Ste. 200
Alameda, CA 94501-6430

February 1, 2019

Date

Kristy Kennedy
Designated Agent of NLRB

Name

/s/ Kristy Kennedy

Signature

EXHIBIT B

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES & TECHNICIANS, THE
BROADCASTING AND CABLE TELEVISION
WORKERS SECTOR OF THE COMMUNICATIONS
WORKERS OF AMERICA, LOCAL 51, AFL-CIO**

and

Case 19-CB-234944

**NEXSTAR BROADCASTING, INC.
d/b/a KOIN-TV**

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Nexstar Broadcasting, Inc. d/b/a KOIN-TV (the "Charging Party" or "Employer"). It is issued pursuant to § 10(b) of the National Labor Relations Act (the "Act"), 29 U.S.C. § 151 *et seq.*, and § 102.15 of the Rules and Regulations of the National Labor Relations Board (the "Board"), and alleges that National Association of Broadcast Employees & Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, Local 51, AFL-CIO ("Respondent" or "NABET"), has violated the Act as described below.

1.

(a) The charge was filed by the Employer on January 29, 2019, and a copy was served on Respondent by U.S. mail on February 1, 2019.

2.

(a) At all material times, the Employer has been a corporation with an office and place of business in Portland, Oregon (the "facility"), and has been engaged in the operation of a television station.

(b) On or about January 17, 2017, the Employer purchased the business of LIN Television Corporation, a Media General Company, d/b/a KOIN-TV ("Media General KOIN-TV"), and since then has continued to operate the business of Media General KOIN-TV in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of Media General KOIN-TV.

(c) Based on its operations described above in paragraphs 2(a) and 2(b), Respondent has continued the employing entity and is a successor to Media General KOIN-TV.

(d) In conducting its operations during the 12-month period ending January 29, 2019, a representative period, the Employer derived gross revenues in excess of \$100,000.

(e) In conducting its operations during the 12-month period ending January 29, 2019, a representative period, the Employer purchased and received at the facility goods valued in excess of \$50,000 directly from points outside the State of Oregon.

(f) At all material times, the Employer has been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

3.

At all material times, Respondent has been a labor organization within the meaning of § 2(5) of the Act.

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of § 2(13) of the Act:

Carrie Biggs-Adams - Lead Negotiator and Local
President

Ellen Hansen - Bargaining Representative

5.

(a) The following employees of the Employer (the "Units") constitute units appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act:

The first, as certified by the National Labor Relations Board, consists of all regular full-time and regular part-time engineers and production employees, but excluding chief engineer, office clericals, professionals, guards and supervisors as defined in the Act, and all other employees of KOIN-TV.

The second, as voluntarily recognized by the parties, consists of all regular full-time and regular part-time news, creative services employees, and web producers, but excluding news producers, IT employees, on-air talent (aka "performer"), office clericals, professionals, guards and supervisors as defined in the Act and all other employees of KOIN-TV.

(b) At all material times until January 17, 2017, Respondent had been the exclusive collective-bargaining representative of the Units employed by Media General KOIN-TV, and during that time Respondent had been recognized as such representative by Media General KOIN-TV. This recognition was embodied in successive collective

bargaining agreements, the most recent of which was in effect from July 29, 2015, to July 28, 2017

(c) Since about January 17, 2017, based on the facts described above in paragraphs 2(b), 2(c), and 3, Respondent has been the designated exclusive collective-bargaining representative of the Units.

(d) At all material times, based on § 9(a) of the Act, Respondent has been the exclusive collective-bargaining representative of the Units.

6.

(a) On about December 14, 2018, the Employer, in person by hand delivery, requested that Respondent furnish the Employer with the following information:

- i. Any and all documents of any kind including but not limited to letters, emails, text messages referring to or relating to wage proposals made by KOIN-TV to NABET from January 1, 2017 to present.
- ii. Any and all documents of any kind including but not limited to letters, emails, text messages referring to or relating to severance pay proposals made by KOIN-TV to NABET from January 1, 2017 to present.
- iii. Any and all documents of any kind including but not limited to letters, emails, text messages referring to or relating to any proposals made by other Nexstar owned Stations to NABET from January 1, 2017 to present.
- iv. Any and all documents of any kind including but not limited to letters, emails, text messages referring to or relating to discrimination harassment proposals made by KOIN-TV to NABET from January 1, 2017 to present.
- v. Any and all documents of any kind including but not limited to letters, emails, text messages referring to or relating to wage proposals made by NABET to KOIN-TV from January 1, 2017 to present.

- vi. Any and all documents of any kind including but not limited to letters, emails, text messages referring to or relating to severance pay proposals made by NABET to KOIN-TV from January 1, 2017 to present.
- vii. Any and all documents of any kind including but not limited to letters, emails, text messages referring to or relating to any proposals made by NABET to other Nexstar Owned Stations from January 1, 2017 to present.
- viii. Any and all documents of any kind including but not limited to letters, emails, text messages referring to or relating to discrimination harassment proposals made by NABET to KOIN-TV from January 1, 2017 to present.

(b) The information requested by the Employer, as described above in paragraph 6(a) is necessary for, and relevant to, the Employer's duties and responsibilities in the collective bargaining process, to that extent that it encompasses:

- i. Bargaining communications and proposals made by KOIN-TV to NABET and by NABET to KOIN-TV.
- ii. Bargaining communications and proposals made by other Nexstar Owned Stations to NABET and by NABET to other Nexstar Owned Stations.

(c) Since about December 14, 2018, Respondent has failed and refused to furnish the Employer with the information requested by it as described above in paragraphs 6(a) and 6(b).

7.

By the conduct described above in paragraph 6, Respondent has been failing and refusing to bargain collectively and in good faith with an employer in violation of § 8(b)(3) of the Act.

8.

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the above complaint. The answer must be **received by this office on or before June 13, 2019, or postmarked on or before June 12, 2019.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See § 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer

containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at 9 a.m. on the **1st of October, 2019**, at Green-Wyatt Federal Building, 1220 SW 3rd Avenue, Suite 605, Portland, Oregon, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Seattle, Washington, this 30th of May, 2019.



Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
2948 Jackson Federal Building
915 Second Avenue
Seattle, WA 98174

Attachments

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing.

If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 19-CB-234944

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

CERTIFIED MAIL

7018 2290 0001 6079 6556

Carrie Biggs-Adams, Staff Representative
NABET-CWA, Local 51, AFL-CIO
240 2nd St., Ste. 220
San Francisco, CA 94105-3188

FIRST CLASS MAIL

Anne I. Yen, Attorney
Weinberg Roger & Rosenfeld
1001 Marina Village Pkwy., Ste. 200
Alameda, CA 94501-6430

Charles W. Pautsch, Vice President of Labor
and Employment/Associate Counsel
Nexstar Media Group, Inc.
545 E. John Carpenter Fwy., Ste. 700
Irving, TX 75062

Pat Nevin, Vice President/General Manager
Nexstar Broadcasting, Inc. d/b/a KOIN-TV
222 SW Columbia St.
Portland, OR 97201-6600

EXHIBIT C

ANNE I. YEN, Bar No. 187291
WEINBERG, ROGER & ROSENFELD
A Professional Corporation
1001 Marina Village Parkway, Suite 200
Alameda, California 94501
Telephone (510) 337-1001
Fax (510) 337-1023
E-Mail: ayen@unioncounsel.net

Attorneys for Respondent NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES & TECHNICIANS, THE
BROADCASTING AND CABLE TELEVISION WORKERS
SECTOR OF THE COMMUNICATIONS WORKERS OF
AMERICA, LOCAL 51, AFL-CIO

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 19

NEXSTAR BROADCASTING, INC. d/b/a
KOIN-TV,

Charging Party,

and

NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES &
TECHNICIANS, THE BROADCASTING
AND CABLE TELEVISION WORKERS
SECTOR OF THE COMMUNICATIONS
WORKERS OF AMERICA, LOCAL 51,
AFL-CIO,

Respondent.

No. 19-CB-234944

**RESPONDENT'S ANSWER TO
COMPLAINT**

Respondent NABET Local 51 responds to the allegations in the Complaint in the order that the paragraphs are numbered in the Complaint:

- 1(a) On information and belief Respondent admits that a charge was filed by the Employer on January 29, 2019, and a copy was served on Respondent by U.S. mail on or

about February 1, 2019, but Respondent denies all allegations in the charge.

2(a) Respondent admits.

2(b) Respondent admits.

2(c) Respondent admits.

2(d) Respondent admits.

2(e) Respondent admits.

2(f) Respondent admits.

3. Respondent admits.

4. With respect to the allegations of paragraph 4 regarding Carrie Biggs-Adams, Respondent admits; with respect to the allegations of paragraph 4 regarding Ellen Hansen, Respondent denies.

5(a) Respondent admits.

5(b) Respondent admits.

5(c) Respondent admits.

5(d) Respondent admits.

6(a) Respondent denies in part and admits in part: Respondent admits receiving a memorandum on or about December 14, 2018, from the Employer, but Respondent denies that it was a good faith request for information.

6(b) Respondent denies.

6(c) Respondent denies.

7. Respondent denies.

8. Respondent denies.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim for a violation of the National Labor Relations Act.

SECOND AFFIRMATIVE DEFENSE

The Employer brought the charge underlying the Complaint in bad faith.

THIRD AFFIRMATIVE DEFENSE

The charge and the Complaint are barred by the right to free speech protected by the First Amendment of the United States Constitution.

FOURTH AFFIRMATIVE DEFENSE

The charge is barred by the doctrine of waiver, laches, and estoppel.

FIFTH AFFIRMATIVE DEFENSE

The Complaint and the remedies sought are barred by the Thirteenth Amendment of the United States Constitution.

SIXTH AFFIRMATIVE DEFENSE

The Complaint and the remedies sought are barred by the Fourteenth Amendment of the United States Constitution.

SEVENTH AFFIRMATIVE DEFENSE

The Complaint and the remedies sought are barred by the Religious Freedom Restoration Act.

EIGHTH AFFIRMATIVE DEFENSE

The Complaint and the procedure of the National Labor Relations Board violate the Administrative Procedures Act and due process.

NINTH AFFIRMATIVE DEFENSE

The Complaint and the remedies sought violate international labor law rights and treaties with other countries and sovereign nations.

TENTH AFFIRMATIVE DEFENSE

The Complaint and the remedy violate Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87) of the ILO and the Right to Organize and Collective Bargaining Convention, 1949 (No. 98) and various other International Conventions, International Instruments. A copy of the relevant provisions is attached as Exhibit A.

ELEVENTH AFFIRMATIVE DEFENSE

The Complaint and underlying charge are moot because Respondent has already

responded to the December 14, 2018 memorandum.

WHEREFORE, this Complaint should be dismissed in its entirety and Respondent should recover its costs.

Dated: June 5, 2019

WEINBERG, ROGER & ROSENFELD
A Professional Corporation



By:

ANNE I. YEN

Attorneys for Respondent NATIONAL
ASSOCIATION OF BROADCAST EMPLOYEES
& TECHNICIANS, THE BROADCASTING AND
CABLE TELEVISION WORKERS SECTOR OF
THE COMMUNICATIONS WORKERS OF
AMERICA, LOCAL 51, AFL-CIO

147206\1029377

**PROOF OF SERVICE
(CCP §1013)**

I am a citizen of the United States and resident of the State of California. I am employed in the County of Alameda, State of California, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On June 5, 2019, I served the following documents in the manner described below:

RESPONDENT'S ANSWER TO COMPLAINT

- (BY U.S. MAIL) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Alameda, California.
- (BY OVERNIGHT MAIL) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained by United Parcel Service for overnight delivery.
- (BY ELECTRONIC SERVICE) By electronically mailing a true and correct copy through Weinberg, Roger & Rosenfeld's electronic mail system from mpiro@unioncounsel.net to the email addresses set forth below.

On the following part(ies) in this action:

Mr. Charles W. Pautsch
Nexstar Media Group, Inc.
545 E. John Carpenter Fwy., Suite 700
Irving, TX 75062

Mr. Pat Nevin
Nexstar Broadcasting, Inc. d/b/a KOIN-TV
222 SW Columbia Street
Portland, OR 97201-6600

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 5, 2019, at Alameda, California.



Mary Piro

EXHIBIT D

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KOIN-TV CHANNEL 6

AND

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS,
THE BROADCASTING AND CABLE TELEVISION WORKERS
SECTOR OF THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO**

JULY 29, 2015 – JULY 28, 2017

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AGREEMENT

This Agreement is made effective as of July 29, 2015 by and between LIN Television Corporation, a Media General Company, d/b/a KOIN-TV, (hereinafter referred to as KOIN-TV or the "Employer," or the "Company") or its successors, lessees, or assigns, and the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, THE BROADCASTING AND CABLE TELEVISION WORKERS SECTOR OF THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, or its Successors (hereinafter referred to as the "Union" or "NABET-CWA").

RECOGNITION AND WARRANTY

The Union represents and warrants that it represents for collective bargaining purposes two (2) separate and distinct bargaining units.

The first, as certified by the National Labor Relations Board, consists of all regular full-time and regular part-time engineers and production employees, but excluding chief engineer, office clericals, professionals, guards and supervisors as defined in the Act, and all other employees of KOIN-TV.

The second, as voluntarily recognized by the parties, consists of all regular full-time and regular part-time news, creative services employees, and web producers, but excluding news producers, IT employees, on-air talent (aka "performers") office clericals, professionals, guards and supervisors as defined in the Act and all other employees of KOIN-TV.

The fact that the parties have included each separate unit within this Agreement does not alter their separateness, nor shall the practice or contract interpretation of the parties, if any, under this Agreement with respect to one of the units be applicable in any way as evidence of practice or contract interpretation with respect to the other unit under this Agreement.

Whenever the term "Employee" is used in this Agreement, it shall refer to an Employee within either of the units covered by this Agreement.

The Company separately recognizes the Union as the exclusive bargaining agent for all such Employees of the Company in each unit and agrees to bargain collectively with the Union with respect to wages, hours of work, and other terms and conditions of employment for all classifications of Employees herein defined.

The parties agree the term "engineers and production employees" includes the following classifications: maintenance and installation engineers, audio operators, camera operators, chyron operators, editors, directors, technical directors, Ignite operators, lighting technicians, master control operators, news videographers, chief news videographer, graphic artists, floor directors and teleprompter operators.

The parties agree the term "news employees" include the following classifications: assignment desk editors, associate producers, writers and web producers.

The parties agree the term "creative services employees" includes the following classifications: editors and videographers who create commercials and other special programs.

ARTICLE 1 MANAGEMENT RIGHTS

NABET-CWA recognizes the exclusive right and responsibility of the Company to direct the working force and to direct the operations of the Company. The Company's rights shall include, but not be limited to, those necessary to maintain order and efficiently manage the Company, and to discharge, suspend, or discipline Employees for just cause and to establish working rules and to control station operations, provided, however, that the exercise of such rights does not violate the terms and provisions of this Agreement.

ARTICLE 2 UNION SECURITY

The Company agrees that, as a condition of employment, all Employees covered by this Agreement shall, within thirty (30) days after execution of this Agreement, or in the case of new Employees, thirty (30) days after commencement of their employment whichever is later, become and remain members of the Union, in good standing, during the term of their employment under this Agreement or any extension thereof except for any reason deemed appropriate under law.

The Company will, within three (3) business days after receipt of notice from the Union, give notice to any Employee who has not fulfilled their financial obligation to the Union that their employment will be terminated within one (1) week if he or she does not comply with this provision. The Union agrees to hold harmless and indemnify the Employer for any errors made upon instructions from the Union.

ARTICLE 3 UNION BUSINESS

3.1 Dues Check-Off: Upon receipt of a signed authorization of the Employee involved in the form set forth herein, the Company will deduct from the Employee's pay check the dues payable by the Employee to the Union during the period provided for in said authorization. Deductions for Union dues shall be remitted to the Local Union no later than the tenth (10th) day of the month following the deductions and shall include all deductions made in the previous month. The Company will furnish the Local Union, at that time, with an alphabetical record of those for whom deductions have been made, Social Security number, gross earnings of each Employee for the period and the total amount of each deduction.

The Union agrees to hold harmless and indemnify the Employer for any computational or remission errors made upon instructions from the Union. The Union agrees to notify the Employer in advance of any modifications in dues structures or deductions.

DUES AND INITIATION FEE CHECK OFF AUTHORIZATION

The Company and the Union agree that the Check-Off Authorization shall be in the following form:

Name: _____
(Please Print)

Position: _____

Social Security Number: _____

I hereby authorize KOIN-TV to deduct bi-weekly from my gross earnings a sum equal to _____ percent (____%) from the previous bi-weekly period including all overtime and penalty payments, on account of membership dues in NABET-CWA. In addition, I further authorize KOIN to deduct from my wages on account of union initiation fees the sum of _____ dollars, which shall be paid (provide for period and number of payments). The sums thus to be deducted are hereby assigned by me to NABET-CWA, and are to be remitted by the COMPANY to the National Association of Broadcast Employees and Technicians - Communications Workers of America, AFL-CIO, Local 51.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current Collective Bargaining Agreement between KOIN-TV and NABET-CWA, AFL-CIO, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above, and each subsequent yearly period shall be similarly irrevocable unless revoked by me within ten (10) days prior to the expiration of any irrevocable period thereof. Such revocation shall be affected by written notice by Registered Mail to the Company and the Union within such ten (10) day period.

DATE: _____

SIGNED: _____

NABET-CWA, Local 51

240 2nd Street Suite 220
San Francisco, CA 94105
Phone (415) 398-3160
Fax (415) 398-3162

3.2 **Bulletin Board:** The Union may use up to two (2) bulletin boards at the Employer's facility for the posting and dissemination of Union information. One bulletin board will be located in the vending machine area and the other in the hallway heading to Master Control and shall be no larger than 3 by 4 feet. No information unrelated to legitimate Union business shall be posted on the bulletin boards and shall not conflict with Company policies.

3.3 **Release Time for Negotiations:** Up to two (2) Employees elected by the Union to serve as negotiators shall be released from their work schedule to participate in negotiations and for up to one (1) week as required to prepare prior to the commencement of negotiations, except no more than one (1) employee per department will be dismissed pursuant to this clause for the week of preparation prior to the commencement of negotiations. Such Employees will be paid by the Union for such activities.

3.4 **Leave of Absence for Union Business:** Upon request by the Union, at any given time at least one (1) Employee from each work area shall be granted a leave of absence to engage in Union business, without pay. Such requests shall be in writing and shall give at least seven (7) days advance notice. The duration of any such leave shall be by mutual agreement between the parties, which shall not be unreasonably denied.

3.5 **Picket Line:**

3.5.1 The Employer will not assign, transfer or require Employees to go to any radio or television station, transmitter, studio or property to perform the duties of Employees who are on a sanctioned strike or originate a program or programs especially for such station. Employees shall not be required to directly transfer, transmit or pass through to any entity which is on strike, material intended solely and exclusively for the use of that entity.

3.5.2 No Employee under these Agreements shall be required to work on any premises where a strike is in progress nor to cross any picket line, provided that such strike or picket line is established as a result of a strike sanctioned by the Central Labor Council having jurisdiction in the area or, if the Union is not a party to the Central Labor Council, by the Building Trades Council or, by the International Union. This prohibition shall not apply where a common site situation exists and the Employer is not a party to the controversy and a separate gate has been lawfully established for unions not involved in the dispute to enter the premises of the common site nor in the performance of duties relative to coverage of the dispute in progress. The foregoing shall not apply however to legitimate newsgathering activities conducted on behalf of the Employer.

3.6 **Union Notification:**

3.6.1 The Employer shall give the Union seven (7) days prior notice of opportunities for regular employment in the classifications covered by this Agreement. Notice(s) of available positions will be posted in the Employer's facility. However, the Employer shall not be prohibited from seeking and reviewing any applications from other sources or individuals.

3.6.2 The Employer shall notify the Union within seven (7) days when new Employees have been hired in the classifications covered by these Agreements, together with their names, addresses, social security numbers, and phone numbers, classification, weekly rate of pay.

ARTICLE 4 GRIEVANCE AND ARBITRATION PROCEDURE

In the event any dispute or grievance shall arise concerning the interpretation or application of the express terms of this Agreement, this issue shall be resolved as follows, except Steps 1, 2 and 3 shall be modified to incorporate the changes set forth in Attachment 1.

Step 1. Should a union grievance arise during the term of this Agreement, the grievance shall be discussed by the Union representative and the Company.

Step 2. Should the grievance remain unresolved after such discussions, it shall be reduced to writing and submitted to the Company within twenty-one (21) days of the circumstances giving rise to the grievance. The parties will meet to discuss the grievance in an attempt to resolve the issue. Up to two (2) Union representatives in attendance at such meeting will not suffer loss of normal wages. If the parties fail to settle the grievance, the Union shall have the right to proceed to arbitration as hereinafter provided. If a grievance is not submitted in writing within twenty-one (21) days after the circumstances giving rise to the grievance, it shall be waived.

In disciplinary matters, the twenty-one (21) day period of Union knowledge shall commence upon receipt by the Union of the notice specified in Article 7.

Where an Arbitrator directs an economic remedy due to what is deemed a "continuing violation," the remedy shall be limited to a period of no more than twelve (12) months prior to the written grievance being filed until the violation is corrected.

A meeting of up to two (2) representatives of the Union and the Company will be arranged at a mutually agreeable location and time to discuss the grievance within fourteen (14) days of the filing of the grievance. If the parties are unable to settle the grievance, the Union, within thirty (30) days of such meeting, shall have the right to proceed to arbitration as hereinafter provided. Should the Union representative request that the grievant attend any meetings relating to the grievance, the request shall be accommodated and the grievant shall not suffer a loss of pay for attending such meetings.

Step 3. The parties will endeavor to mutually agree on an impartial Arbitrator. In the event that the parties cannot mutually agree, either party may request a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators and who hear cases within the geographic area of the dispute. Upon receipt of the panel, the parties shall alternatively strike names until one (1) is remaining, who shall be the Arbitrator to hear the matter. The parties shall determine who will strike the first name by drawing lots. Either party may notify the Arbitrator of his selection and request that available dates for hearing be provided to the parties. Upon receipt of the arbitrator's dates, the parties will promptly agree

to a hearing schedule or the arbitrator shall be authorized to set the schedule. It is mutually recognized that there is a mutual benefit in completing the hearing, briefing and decision-making process in a reasonably prompt and timely fashion. The written decision and Award of the Arbitrator shall be final and binding upon the parties to this Agreement. The cost of the Arbitrator and, if mutually requested, the court reporter, shall be borne equally by the parties, but otherwise, each party shall bear its own expense.

The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the Grievance. The decision of the Arbitrator shall be based solely upon the evidence presented by the respective parties in the presence of each other, and by the arguments presented to him or her by the respective parties in any post-hearing briefs they may choose to submit as permitted by the Arbitrator.

The Arbitrator shall not render any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement.

The Arbitrator shall have no power to render an award on any Grievance arising before or after the effective date of this Agreement or any extension thereof, except by mutual consent of the parties.

ARTICLE 5 **STRIKES AND LOCKOUTS**

So long as the parties comply with the grievance and arbitration procedure and any decisions thereof, the Union agrees that there will not be a strike, slow-down or suspension of work or other work stoppages or other unprotected concerted activities against the Company, nor any picketing or boycotting activities directed against the Company, and the Company agrees that there shall be no lockout of its Employees during the term of this Agreement unless the Union violates the no strike obligations noted above.

ARTICLE 6 **PROBATION**

All new full-time Employees will be placed on probation for a period of ninety (90) calendar days from the date they begin employment. The probationary period for any such full-time Employees may be extended by the Employer for an additional sixty (60) calendar days with agreement by the Union.

All new part-time Employees will be placed on probation for a period of ninety (90) working days from the date they begin employment. The probationary period for any such part-time Employee may be extended by the Employer for an additional sixty (60) working days with agreement by the Union.

During this period the respective probationary Employee as described above will be considered temporary only and may be discharged at the sole discretion of the Employer, and

such discharge shall not be subject to the grievance and arbitration procedure of this Agreement. Upon completion of probation, Employees will be considered regular Employees and their seniority shall date from the beginning of employment.

ARTICLE 7

DISCIPLINE/DISCHARGE

7.1 Employees may be suspended or discharged only for just cause. In the event an Employee is disciplined or suspended by the Employer, and the Employee believes it is without just cause, this matter may be handled as a grievance under the "Grievance and Arbitration" Section of this Agreement. Notice of any disciplinary action taken by the company will be given to the Employee in the form of a memo with a copy to the Union.

7.2 If employment is terminated, the accrued vacation and holiday credits, if any, shall be paid. However, if the Employee resigns, he or she should give two (2) weeks advance written notice.

7.3 In the case of any termination of employment initiated by the Company (except for terminations relating to misconduct), the terminated Employee shall be given at least two (2) weeks written notice of the termination or two (2) weeks pay in lieu of notice. In the event that a final and binding decision of an Arbitrator directs the reinstatement of an Employee or removal of suspension without pay, the Arbitrator shall determine whether there shall be any deductions from back pay, such as, for example, interim earnings or unemployment compensation received.

ARTICLE 8

HOURS OF WORK

8.1 The "normal work week" shall be defined as commencing at 12:00 a.m. Monday and ending at 11:59 p.m. on Sunday. All work schedules, continuing hours of work and days off will be prepared and posted two (2) weeks in advance of the commencement of the workweek. The Employer will post work schedules as soon as they are known to the Employer.

8.2 The regular workweek for full time Employees shall be defined as five (5) consecutive days of eight (8) consecutive hours, which shall exclude a thirty (30) minute unpaid lunch period and two (2) paid ten (10) minute rest periods. Such lunch shall be scheduled no earlier than the beginning of the third (3rd) hour and completed no later than the end of the fifth (5th) hour of their shift.

8.2.1 Upon notification and approval from a supervisor or manager, if the Employer needs 8 hours of work performed during the shift, then the meal period moves to the end of the shift as overtime. If there is other overtime scheduled/worked the meal will be placed after that time and treated as time worked. The Employees shall be free to leave the Employer's premises for the day during the meal period at the end of the shift. If the Employee seeks to notify a supervisor or manager for approval to work during his/her scheduled lunch period but

does not hear from the supervisor or manager, the Employee may take his/her lunch period at the end of the shift as described above.

8.2.2 The parties may enter into alternate arrangements for lunch and codify them with signatures of the Employer, Employee and Union. As part of those agreements, the parties will include language that spells out what happens if the Employee is required by the employer to work during that duty free lunch.

8.3 There shall be no pyramiding of overtime for any reason.

8.4 All hours worked in excess of either eight (8) consecutive hours in any one (1) workday and all hours in excess of forty (40) hours in a week, shall be paid for at the rate of time and one-half the regular rate of pay, unless scheduled under a different combination (i.e., four (4), ten (10) hour days) in which overtime would apply after regular scheduled hours are completed.

8.5 All hours worked on an Employee's sixth (6th) consecutive scheduled day of work shall be paid for at the rate of time and one-half. All hours worked on an Employee's seventh (7th) consecutive scheduled day of work during his regular workweek shall be paid at the rate of double time unless such work is required due to an unforeseen emergency in which case the rate shall continue at time and one-half. Overtime shall be computed in one-quarter (1/4) hour segments. If an Employee is called in to perform work during scheduled time off, except work commencing prior to and extending into a regular shift or immediately following a scheduled shift, shall receive not less than four (4) hours pay at the applicable rate of pay. The Company shall pay Employees for all compensable time worked as defined by federal and/or state law.

8.6 It is recognized that a rest period of at least twelve (12) hours shall intervene between the conclusion of one (1) shift and the commencement of the next. Should an Employee be assigned with less than the minimum rest periods he will be paid at one and one-half (1-1/2) his regular rate of pay for all hours less than the minimum time unless such assignment is based upon specific coverage for an unanticipated absence of another Employee, but only for the first four (4) shifts that are replaced.

8.7 For the purposes of this Agreement the term "two days off" means at least sixty (60) consecutive hours for each Employee except when mutually satisfactory shift changes occur. For the purposes of this Agreement the term "three days off" means at least eighty-four (84) consecutive hours except when mutually satisfactory shift changes occur. Any incursion into these periods by work assigned by the Company will be compensated under Section 8.5, unless the incursion is with the agreement of the Employee to accommodate mutually satisfactory shift changes.

8.8 Any day an Employee utilizes sick leave and does not work will not be counted as a day worked for purposes of computing overtime pay in an Employee's workweek. Overtime in such workweeks will not be paid until the Employee actually works forty (40) hours, notwithstanding anything to the contrary in Article 8 or in this Agreement.

8.9 On-Call Rotation: The Company may schedule employees in classification of News Videographer for on-call weekend shifts and agrees to assign such shifts equitably using an on-call rotation. The on-call rotation shall be scheduled quarterly. If the Company wishes to discontinue the on-call rotation, it shall notify the Union two (2) weeks prior to the end of the quarter for following quarter. On-Call employees shall respond, within a reasonable time-period, to breaking news or other emergencies outside regular hours or when scheduled employees cannot meet the demands of news events.

To meet operational needs, provide advance notice and distribute on-call responsibilities equitably, the following procedures will apply:

- (a) One (1) employee in the News Videographer classification will normally be designated to on-call duty for the weekend shifts. The Company may schedule more than one (1) employee in the News Videographer classification to meet special needs or work schedules. This designation will be rotated each weekend and will be posted two (2) weeks prior to the end of the quarter for the following quarter. Employees who have selected vacation, or have other approved time off, will not be scheduled on-call during such vacation or other time off. Subject to prior Company approval, an on-call employee may trade or relinquish on-call shifts provided that adequate coverage is available. The weekend is defined as the period from Friday at 11:00 p.m. until the following Monday at 6:00 a.m.
- (b) It is understood and agreed that employees who are available to respond to overtime call-backs are waiting to be engaged (as defined by the Fair Labor Standards Act) by the Company.

Employees who are waiting to be engaged are free to participate in personal activities; are not required to remain at home, at the Company's premises or any other specified location during the period that they are on-call. If the Company restricts the movement of the Employee sufficiently so that the Employee is legally required to be compensated for being "engaged to be waiting" under the Fair Labor Standards Act, the Company will pay the Employee for all time "engaged to be waiting." Such employees will be available for callout by either leaving another phone number where they can be contacted or by carrying on their person a communication device such as a cellular telephone, or other such communication device which enables the Company to contact them.

- (c) The Company will assign News Videographers use of a Company vehicle to respond to breaking news or other emergencies outside regular hours, if necessary. Any such News Videographer shall use a Company-owned vehicle when on-call.

News management may call other News Videographers who are not on-call depending on the location of the news event, the significance or importance of the news event and/or the volume of news events.

ARTICLE 9
NIGHT SHIFT DIFFERENTIAL

All time worked between the hours of 12 midnight and 6:00 a.m. shall be paid at a night differential of ten percent (10%).

ARTICLE 10
TRAVEL

10.1 **Automobile Travel:** Automobile travel by Employees shall be covered by the Vehicle Use Policy in the Company's Employee Guidebook. It is understood that under no circumstances shall an Employee be required to use their car under this Article.

Employees who are ticketed for a moving violation for which they are responsible while driving on Company business must pay the fine for such ticket, whether the moving violation occurred while driving a Company- owned vehicle or their own vehicle.

10.2 **Overnight Accommodations:** When Employees are required to stay overnight away from home due to out-of-town assignments, the Employer will provide safe, adequate and clean lodging consisting of single rooms or equivalent accommodations when available.

10.3 **Paid Travel Time:** All travel time to and from the work assignment shall be paid time. On travel days away from the Portland DMA, when the assignment is a travel only day, the day may be paid at a regular day's shift (8 hours or 10 hours). If the employer schedules the work day as a travel/work day then all elapsed hours will be paid at the appropriate rate(s). Short turnaround pay will not be paid if the Employee's travel only day begins less than twelve (12) hours after the Employee's last shift.

10.4 **Other Expense Reimbursement:** Employees will receive reasonable reimbursement for expenses for actual expenses incurred with assignment of duties 40 miles or more from the station or when an employee is lodged overnight regardless of the distance. However, the Company shall not pay expenses for a trip to Salem, Oregon, where the Employee does not stay overnight.

ARTICLE 11
PART-TIME EMPLOYEES & DAILY HIRES

11.1 The Company has the right to hire part-time Employees to perform the work of Employees provided:

- (a) No full-time Employee will be laid off while a part-time Employee of the same job description is in the employ of the Company.

Part Time Employees will not be utilized to supplant regular full-time positions.

- (b) Part-time Employees will normally work not less than sixteen (16) hours, nor more than thirty (30) hours in any workweek, except for situations involving coverage for vacations, sickness, holidays, personal leave utilized by others, or emergency news coverage.
- (c) Part-time Employees who are regularly assigned to work thirty (30) hours or more per week with at least ninety (90) days of service will be entitled to participate in the benefit plans on the same basis as full-time Employees. If any employee was regularly assigned to work twenty (20) hours or more per week prior to November 1, 2007 and was eligible for benefits, he will retain benefit eligibility if he continues to be regularly assigned to work at least twenty (20) hours.
- (d) Part-time Employees gain seniority in their classification in relation to other part-time Employees.
- (e) That vacation, sick leave and holiday benefits shall be pro-rated based on full time. Future eligibility for insurance coverages shall be based upon the Employer's policy extended to all Employees.
- (f) That when a vacancy occurs in a fulltime position, the Employer will give preferential consideration to the appointment of qualified part-time Employees who have worked at least 1,000 hours with the Employer. However, this shall not be considered a guarantee of automatic appointment of such eligible part-time Employees.

11.2 Freelance employees may be hired to augment the temporary and changing need of the Company such as staffing, illness or vacations or other short term staffing needs. Freelance employees shall receive 25% above their regular hourly rate of pay in lieu of benefits and shall not be entitled to vacation, sick leave or seniority. Should any Freelance employees be offered a regular full time or a regular part-time position, he or she shall no longer be eligible for the 25% premium received in lieu of benefits at such time that benefits are provided to the employee.

ARTICLE 12 DUTIES AND JURISDICTION

12.1 For purposes of pay, layoff and recall purposes the principal duties of each Employee shall be those specified in the definition of his classification under the individual sections. Each Employee will be assigned to one of such classifications when hired.

12.2 Except as provided in this Article 12, 13, or elsewhere in this Agreement, no person, other than a covered Employee shall perform the duties of the Employees as defined below. Bargaining unit members assigned to perform higher classification work temporarily (i.e., at least four (4) hours) would get that rate of pay for such work performed. In such case employees will receive the additional percentage difference between classification, as outlined in the entry level minimum wage rates or their regular rate of pay, whichever is greater for all work performed in the other classification

12.3 The Employer shall continue to have the right to assign any Employee to perform functions other than those which the Employee usually performs, which additional functions may or may not be covered by this collective bargaining agreement, provided such additional functions not covered by this Agreement shall not become the Employee's predominant regular functions without the Employee's consent. For example, directors can be assigned graphics duties such as lower thirds, full screens and pre-production. Any bargaining unit employee may post to the web. The Employer shall retain the prerogative of selecting which Employee(s), if any, shall be assigned such additional functions. In addition, the Union may initiate discussions which could lead to the assignment of such additional functions to such Employee. The assignment of any such additional functions shall not constitute a precedent or an expansion or a contraction of the jurisdiction set forth in this Agreement, nor shall the assignment of such additional functions entitle any Employee to continue to receive such assignment. No bargaining unit employee will be laid off as a result of the assignment of any such additional functions.

12.4 There is no restriction on managers and/or supervisors performing bargaining unit work. Use of this provision shall not lead to managers and/or supervisors permanently replacing NABET represented employees.

12.5 Duties

In the event that the Company is restricted in its use of Employees under this Agreement to perform the installation, maintenance or repair of equipment in order to comply with a manufacturer's or distributor's requirements or to maintain a manufacturer's or distributor's warranty, the manufacturer's or distributor's personnel may perform that work, whether on the premises of KOIN or at the facilities of the manufacturer or distributor. The Company will provide proof of the manufacturer's or distributor's restrictions to the Union upon request and will not enter into an extended or different agreement with the manufacturer or distributor for the purpose of avoiding the work jurisdiction of Employees under this Agreement.

The Company will provide Employees under this Agreement with available training or economically feasible equipment necessary to perform the installation, maintenance and repair of the technical equipment under this agreement. Other than during a bona fide emergency from time to time, under no circumstances will the installation, maintenance or repair of equipment be performed by the technical management of KOIN-TV.

Engineering Employees

The term Engineering Employees shall apply to any person whose principal duties include:

Construct, operate, install and maintain the Employer's electronic TV broadcast equipment. As descriptive of the foregoing, it shall include, but not be limited to transmitters, satellite receiving and transmitting equipment, computer devices, camera video control and shading; audio control, video and audio tape recorders and turntables, and video and audio servers (including other computer file based systems); audio and video switching equipment including IP type switching, projection equipment, television camera setup and maintenance, maintenance of live field pick-up and remote studios equipment, other video and audio recording devices, including technical editing and playback on such devices. Operate robotic cameras for newscasts.

Repair of lighting equipment and LT. equipment for broadcast and non-broadcast at the Station.

Performance of other related duties as assigned.

Master Control Operators

The term Master Control Operator applies to any person whose principal duties include:

Operating all technical equipment in Master Control utilized in the on-air operation of the station;

Responsible for on-air programming: including quality of video and audio. Keeping any required records of transmitter site operating parameters on the transmitter log. Keep a program log as directed by traffic. Record any deviations from the log provided by Traffic. Maintain station on-air compliance with appropriate FCC Rules and regulations;

Assist in the coordination of live shots for news broadcasts; dub/file transfer programs, promos, commercials and PSAs into station playback system, as well as dub/file transfer spots to be sent out of house. Operate robotics for newscasts. Operate teleprompter functions during newscasts, as needed;

Performance of other related duties as assigned.

Directors/Ignite Operators

For the purpose of this Agreement, the term Directors, applies to any person whose principal duties include:

Operation of Ignite System (or any replacement thereof) for newscasts and other station originated programming and commercials; direction, switching and coordination of the activities of Employees, and other participants in the preparation, rehearsal and production of live, video taped or other recorded programs; including supervision of Employees responsible for lighting, video control, audio, camera and other technical functions during the assigned newscast;

Links the news editorial and production functions and maintains the overall quality and continuity of newscasts and other programs (as assigned), including creating the graphic appearance of the newscast, assigning camera shots, directing live shots, ensures that recorded material runs correctly and on schedule and directs the performance of on-air talent;

Assist in the news editing, video and data file transfers; post content to the website and any other platforms used by the Station; creative services and promotions between newscasts; operate teleprompter functions, as needed;

Performance of other related duties as assigned.

Associate Producers/Writers

The term Associate Producer/Writer shall apply to any person employed by the Employer whose principal duties include:

Researches and writes stories for several newscasts as directed by producer;

Assists producer with story selection;

Prepares written content of graphics;

Assists reporters and gathers information;

Performance of other related duties as assigned.

Assignment Editor

For the purpose of this Agreement, the term Assignment Editor shall apply to any person whose principal duties include:

Compile and sort story background information from various sources; Monitor scanners for breaking news;

Issue story and shooting assignments to reporters, photographers and others;

Prepare and maintain the daily assignment sheets;

Maintain and update the electronic crew log;

Assist reporters (and producers and photographers when necessary) in story set up;

Answer phones and relay information and story ideas; operate teleprompter functions for newscasts, as needed;

Present and run daily story meetings;

Post content on the website and any other platforms used by the Station;

Operate teleprompter functions, as needed;

Performance of other related duties as assigned.

New Media Producer

For the purpose of this Agreement, the term New Media Producer shall apply to any person whose principal duties include:

Work independently, and as part of a team, with a strong understanding and use of HTML, DHTML, CSS, XML, web page design and layout with supervision from the Station webmaster;

Work alongside reporters and show producers in developing online and mobile stories from 1st screen, to 2nd screen, and 3rd screen. This includes generating online packages, and promoting these packages through the appropriate channels;

Generate content for online (and mobile) from initial concept to final execution of the product, video acquisition, writing, editing, proof reading, and posting online within a fast turnaround time to ensure content is fresh and current;

Oversee the Station's on-air breaking news product, weather alert product, school closure product, and ensure the prompt delivery of video-on-demand products, alerts, breaking news e-alerts, and live streaming events;

Attend daily story meetings to determine the daily story workflow, and assist reporters, and show producers for online story set up, interview preparations, and shooting assignments;

Moderate all UGC online content (including UGC video), and all social media sites through the supervision of the station webmaster;

Operate and troubleshoot all online related equipment; routers, encoders, MAC, PC, video servers, third party hosts, with an in-depth comprehension of the software necessary to establish and maintain Koinlocal6.com all in accordance with applicable FCC regulations and licensing requirements;

Monitor all web FTP server sites and alert the station webmaster of any proposed additions to the FTP infrastructure;

Assist the webmaster in developing and maintaining relationships with all Station departments and all third parties;

Assist the webmaster in processing and uploading ads within Ad Manager, and uploading promotion graphics to koinlocal6.com;

Operate teleprompter functions as needed;

Performance of other related duties as assigned.

Creative Services Producers, Editors and Videographers

For the purpose of this agreement, the term Creative Services Producer, Editor and Videographer shall apply to any person whose principal duties include:

Direct, shoot, edit commercials, promotional pieces, public service announcements and other special programming on station video editing equipment;

Assist in studio production, as needed;

Design graphics and special effects to be utilized in the finished spot;

Serve as News Videographer and conduct interviews on a limited basis;

Create graphics and special effects using computer graphics applications;

Post content on website and any other platforms used by the Station;

Maintain and update the electronic production schedule; Operate teleprompter function, as needed;

Performance of other related duties as assigned.

News Videographer

For the purpose of this Agreement, the term News Videographer all apply to any person whose principal duties include:

Gather, shoot, and edit news stories, events and interviews and special events; video and file transfers to the newscast, website and any other platforms used by the Station;

The operation of photographic lighting and other related equipment including ENG cameras, video recorders and editing equipment necessary to produce news, special events stories and non news programs;

May be required to serve as Creative Services/Promotions Videographers and may conduct interviews only on a limited basis as heretofore;

Operation of ENG vans, SNG, DSNG Trucks, Microwave units and associated equipment;

Post video and data files to the website and any other platforms used by the Station;

Performance of other related duties as assigned.

Editors

For the purpose of this agreement, the term Editors shall apply to any person whose principal duties include:

Prepare and edit of news video from all sources for presentation on live or recorded news and/or public affairs broadcasts, video and file transfers to the newscast, website and any other platforms used by the Station;

Utilize editing equipment necessary to complete the tasks;

Serve as News/Creative Services /Promotions Videographer when assigned only in a bona fide emergency;

Performance of other related duties as assigned.

Graphic Artist

For the purpose of this Agreement, the term Graphic Artist shall apply to any person whose principal duties include:

Responsible for the creation of specialty on-air graphics, promotional material, video, and special web graphics, posting content to web and any other platforms used by the Station

Operation of the graphics computer system and still store and responsibility for graphic needs of the Station including, but not limited to news graphics, Creative Services and promotion graphics;

Performance of other related duties as assigned.

12.6 The Station may accept and use materials from amateur sources. Amateur sources cannot be assigned or scheduled to cover an event by the Company. Amateur sources will only be compensated if it is necessary to provide compensation in order to obtain material which the Station could not reasonably obtain from any other source. The Station will not use amateur sources in lieu of NABET represented Employees for events normally covered by NABET represented Employees.

12.7 Sales employees may also produce spec ads and client presentations. Such material will not be for broadcast or web usage and will be watermarked "NOT FOR AIR," with a similar designation on the audio track. Sales employees may also transfer files to the hub and/or clients or provide dubs for client use. Sales employees shall not perform editing/processing or technical evaluation of material for broadcast or webcast purposes.

12.8 Safety of Employees performing duties under this Contract is of paramount importance. If the Employee feels that an assignment cannot be safely performed as assigned, the Employee shall consult with his or her supervisor. If time does not permit consultation, the Employee shall not be disciplined for removing himself or herself first from harm's way. The good-faith objection to an assignment and request to modify the work to remove himself or herself from harm's way shall be respected by the Employer. The Employer shall not unreasonably deny requests to alter or abandon the assignment.

ARTICLE 13 **FLEXIBLE WORK ASSIGNMENTS**

13.1 The Company and the Union recognize the development of multi-user technologies and the need to maximize efficiencies requires flexibility in assigning work to employees at the Station. The parties agree that notwithstanding anything to the contrary in Article 12 or elsewhere in this Agreement, persons outside the bargaining unit may be assigned bargaining unit work as follows:

- A. Anchors, Reporters and News Producers may be assigned the following work in conjunction with their primary duties.
 - 1. Operation of mini digital video cameras to shoot content for the Company's digital platforms;
 - 2. Non-linear editing
 - 3. Post content (includes pictures, audio, video, text) to the Company's digital platforms. So long as there are at least

three (3) full-time New Media Producers in the NABET-CWA bargaining unit working at KOIN-TV, anchors, reporters and producers may post to the web (irrespective of their relationship to the story).

4. Performance of assignment desk functions such as answering phones and adding story ideas to the grid.
5. Writing for the Company's digital platforms;
6. Creation and generation of graphics.

In performing these duties, Anchors, Reporters and News Producers may operate any equipment and computers necessary to perform these functions. Anchors, Reporters and News Producers may access, input or operate any newsroom broadcast server for any newsroom purpose except programming and commercial playback or rolling server entries to air.

- B. Any Company employee may operate the teleprompter.
- C. The Company has the right to "hub" graphics in whole or in part during the term of this Agreement. The Company agrees to discuss the effects of any hubbing upon request by the Union.
- D. No Bargaining Unit employee will be laid off as a direct result of the assignment of Bargaining Unit work to non-bargaining unit employees under this Article 13 except as otherwise provided in Section 13.1C

Article 13, Flexible Work Assignments, supersedes anything to the contrary in Article 12 or elsewhere in this Agreement. The Company's digital platforms shall include, but not be limited to, on air, web, social media, mobile applications, etc.

ARTICLE 14

SENIORITY AND SENIORITY RIGHTS

14.1 Seniority with respect to severance pay and length of vacation is measured by length of continuous employment with the Company (including, where applicable, seniority recognized by Emmis Broadcasting in its ownership of KOIN).

14.2 Any Employee who has been employed continuously for at least 1000 hours and who is subsequently hired full time in the same job classification shall receive credit for such employment to apply against the probation period. However, in any event, such Employee must still serve a ninety (90) day probationary period which shall consist of at least forty-five (45) work days.

14.3 Layoffs will occur in inverse classification seniority order providing that remaining members within the classification can demonstrate, upon reasonable opportunity to train or refresh the skills necessary to perform the assigned work.

14.4 Any Employee so laid off may exercise any seniority he/she may have in another classification to displace the junior Employee therein as long as the Employee remains competent to perform the duties of such position.

14.5 The Employer will give two (2) weeks' notice or pay in lieu thereof, to any Employee it intends to layoff.

14.6 The Employer will recall laid off Employees in classification seniority order if the eligible Employee has satisfactorily performed the available work. If not, the Employer may choose to recall the next senior eligible laid off Employee, etc. If, however, within the succeeding twelve (12) months, after a lay off, a vacancy should occur, the Employer will notify the laid off Employee and the Union by Certified Mail of the vacancy and the Employee will have seven (7) days from receipt of the Employer's notice to accept reemployment. Should the Employee accept reemployment, he will be paid a salary commensurate with his length of service at the time of layoff.

Classifications for layoff and recall purposes (seniority) as noted above shall be as follows:

1. Master Control Operators
2. Directors/Ignite Operators/ Technical Directors
3. News Videographers/Editors
4. Graphic Artists
5. Engineers (Maintenance Engineers)
6. News (Associate Producers, Writers, Assignment Editors, Web Producer)
7. Creative Services Producers, Editors and Videographers

Services performed in other classifications shall not affect the seniority of the employee as referenced above unless the employee is called upon to perform services in another classification on a regular basis, more than fifty (50) percent of his/her regular work time.

14.7 Seniority as an Employee shall continue to accrue if an Employee is granted a paid leave of absence and for unpaid leaves of absence of up to 30 days maximum or longer if the leave is protected by law.

Seniority shall terminate when:

1. A layoff exceeds twelve (12) months.
2. A just cause discharge and not reinstated through grievance and arbitration procedure.
3. By voluntary resignation.

4. Absence due to Workers' Compensation injury or disability greater than eighteen (18) months.

ARTICLE 15 **HOLIDAYS**

15.1 There shall be nine (9) fixed holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve and Christmas. There shall be three (3) floating holidays to be scheduled with your supervisor's approval including the Employee's birthday which, by mutual agreement may be scheduled on a day other than the birthday.

15.2 If you are required to work on the holiday, you will be paid for the holiday and for the time worked, or, with your supervisor's approval, you may schedule an alternative day off within four (4) months of the holiday.

15.3 If any of the aforementioned holidays fall on an Employee's regular day off the Employee shall be given a choice of a day's pay or an additional day off with pay at a time of his or her choosing within four (4) months of the holiday, subject to reasonable scheduling requirements of the Employer.

ARTICLE 16 **SICK LEAVE**

Any Employee compelled to be absent because of pregnancy, medically required postpartum maternity leave, spouse, child, stepchild, parent, step-parent, grandparent, sibling, domestic partner or dependent shall be eligible for paid sick leave. Employees absent due to the illness or disability of a family member other than those listed above may request paid sick leave, which shall be considered by the Employer on a case by case basis but will not be unreasonably denied.

16.1 Each Employee who completes his probation period is eligible for eight (8) days of paid sick leave per calendar year. Sick time shall not be used to extend days off or holidays into three day weekends, but is intended for absences due to illness. Employees will be eligible to carry over up to six (6) days of unused sick leave from one year to the next. No Employee may accrue more than fourteen (14) sick days. However, the Company recognizes there are times when an Employee may have a lengthy illness that requires additional paid sick time. In the event of an Employee's illness or disability that extends for six (6) or more consecutive scheduled workdays, the Employee will be eligible for up to ten (10) days of additional paid sick leave immediately following the sixth day of absence.

The Company may require a doctor's certificate evidencing the illness or disability after the third (3rd) consecutive day of illness.

16.2 (1) The domestic partnership must be registered with the appropriate governmental agency; (2) the Employee must report the registration to the Employer, and will

promptly report any change in registered status; (3) to the extent any benefits provided pursuant to this Agreement are affected by a change in law (Federal, State or Local) covering domestic partners, such benefit will be promptly applied to the domestic partners of Employees under this Agreement. To the fullest extent feasible, an Employee's domestic partner will be treated as the equivalent of a spouse under this Agreement with respect to all Employer provided benefit plans (including COBRA benefits).

16.3 Integration with Workers' Compensation or Disability Compensation Insurance: During any period of paid sick or disability leave the Employer may deduct from the Employee's pay an amount equal to the amount received by the Employee from Workers' Compensation or Disability Insurance so that an Employee shall receive combined sick leave and disability benefits equal to the Employee's regular pay.

16.4 Employees on Workers' Compensation leave or paid disability leave shall not earn sick leave, holiday leave or vacation leave during such periods. However, such Employees may be permitted to utilize vacation leave (which they would otherwise accrue by virtue of seniority) in advance by borrowing same upon express written agreement with the Employer. Such agreement must require that the Employee being accommodated promises to reimburse in full the Employer (for any such vacation leave advanced) in the event the Employee leaves employment prior to the actual accrual of such leave or in the event the Employee does not return from such disability or Workers' Compensation leave within twelve (12) months of the onset of such leave.

16.5 Extended Illness: Any regular or part-time regular Employee requiring an Extended Leave of Absence due to ill health shall be entitled to a leave of absence without pay but without loss of seniority rights up to a maximum of eighteen (18) months. A medical doctor's certificate may be required as a condition for granting and maintaining such leave. Any cost of such authentication or certification shall be borne by the employer.

16.6 Effective January 1, 2016, bargaining unit employees will be covered by Media General's sick leave policy, including STD and LTD, on the same basis as non-represented employees of the Company as provided in 18.4. Therefore, effective January 1, 2016, Article 16, Sick Leave, will be superseded and have no further force and effect.

ARTICLE 17 VACATIONS

17.1 New Employees will accrue one day of paid vacation for each full calendar month of employment from their date of hire until December 31 of that year, up to a maximum of 10 days, to be paid and taken in the following calendar year. In an Employee's second calendar year of employment they will accrue vacation days for each full calendar year (January 1 - December 31) of employment following the calendar year in which they were hired in accordance with the schedule below.

<u>Full calendar years of employment after year of hire</u>	<u>Number of vacation days accrued during each full calendar year of employment after year of hire</u>
One through four	10 days
Five through nine	15 days
Ten and more	20 days

17.2 Part-time Employees who are promoted to full-time status will be given credit on the above schedule for their hours worked as a part-time Employee, on the basis of 2,080 accumulated hours worked equals one full calendar year of full-time employment. The Company will use this formula to calculate a "vacation date of hire" for each Employee.

17.3 The Company will post a vacation request notice by November 1 for the following year's request. Vacation selections are to be made by January 15, except vacations to be taken in January and February must be selected by December 15 of the previous year. Seniority within job classification shall be exercised to select available vacation periods until the last day of January. Vacations selected after the last day of January shall be on a first come, first served basis.

17.4 An Employee shall have the option of selecting consecutive or non-consecutive weeks of vacation that are available on the vacation list. However, no more than two (2) consecutive weeks may be utilized unless approved by Employer. Such approval will not be unreasonably withheld.

17.5 All scheduling of vacation leaves shall be subject to the reasonable staffing requirements of Employer. Permission for use of proposed vacation leave shall not be unreasonably withheld.

ARTICLE 18 **BENEFITS**

18.1 Beginning January 1, 2016, bargaining unit employees will be covered by Media General's health, dental, vision, and life insurance plans under the same terms and conditions as non-represented employees of the Station. Such plans may be amended, changed, replaced or terminated, in whole or in part, including, but not limited to, insurance carriers, plan design, eligibility requirements, deductibles, premium costs, coverage options, co-pays and any other cost sharing arrangements, at the sole discretion of the Company. The Company may offer benefits through commercial insurance carriers, on a self-insured funding basis or on any combination of commercial insurance or self-insured funding.

18.2 Notwithstanding anything to the contrary in 18.1, eligible bargaining unit employees participating in the Company's health insurance program shall pay the following premium costs for the health insurance program:

Effective January 1, 2016

<u>Coverage Choice</u>	<u>Employee Cost MG PPO</u>	<u>Employee Cost MG CORE</u>
Employee	\$84.49 per month	\$41.68 per month
Employee +1	\$281.81 per month	\$97.45 per month
Family	\$312.75 per month	\$108.64 per month

Effective January 1, 2017

<u>Coverage Choice</u>	<u>Employee Cost MG PPO</u>	<u>Employee Cost MG CORE</u>
Employee	\$105.61 per month	\$52.10 per month
Employee +1	\$352.26 per month	\$121.81 per month
Family	\$390.94 per month	\$135.80 per month

18.3 The Company will provide a 401(k) savings plan for all Employees. The Company shall modify the 401(k) plan to provide that the Company will be contributing a three percent (3%) Company match. This means for every dollar an employee contributes, the Company will match \$0.50 up to an Employee's contribution of six percent (6%).

18.4 Effective January 1, 2016, bargaining unit employees will be covered by Media General's sick leave policy, including STD and LTD, on the same basis as non-represented employees of the Company. The Company reserves the right to modify or change the Company's sick leave, STD and LTD policy in any way as long as such modifications or changes apply equally to both bargaining unit and non-represented employees of the Company. The Company's Sick Leave Policy will comply with applicable laws. Notice of changes to the STD, LTD and Sick Leave Policy will be given to the Union prior to the effective date of the changes.

18.4.1 Employees may carry over up to six (6) unused sick days from calendar year 2015 for use until December 31, 2016.

ARTICLE 19
JURY DUTY

Any full-time Employee called for regular jury duty or subpoenaed to appear as a witness at a Trial, shall be granted appropriate time off to attend to such responsibilities. The Company shall pay the Employee's regular base pay. Employees shall keep applicable jury fees paid to them. Employees who are scheduled to work nights and are required to serve shall be granted time off without loss of pay so that they may adequately perform their service to the Court. Employees who serve on a jury for five (5) consecutive days, Monday through Friday, shall not be required to work on the weekend, and, if the Employee would otherwise have been

scheduled to work on the weekend, the Employee shall be granted the weekend off without loss of pay. Within three (3) weeks of jury duty summons being received, the Employee must provide a copy of the summons to the Employer. The Company may require appropriate proof of jury pay or witness fees received.

ARTICLE 20
INDEMNIFICATION

In the event that an Employee shall be named a party defendant in any suit or other action, civil or criminal, private or governmental, arising out of any act performed within the scope of his employment and with the authorization of the Company, the Company agrees to defend the Employee, at the Company's expense, and to indemnify the Employee from any judgment or charge rendered against him which does not involve any act or omission outside his duties of employment, or if within his duties of employment, does not involve any act or omission which would be grounds for discharge for just cause. When such Employee is either a witness or a party under this Section, pay for time lost from the Employee's regular schedule will be counted as time worked.

ARTICLE 21
FUNERAL LEAVE

In the event of a death in the immediate family (defined as parent, step-parent, foster parent, parent-in-law, spouse, domestic partner, parent of a domestic partner, child, stepchild, grandchild, brother, and sister,), an Employee will be allowed up to three (3) scheduled work days off with pay at his regular straight-time rate. In the event of death of an Employee's grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, one (1) day off, with pay, will be allowed to attend the funeral. In the event of the death of a grandparent whose funeral is two hundred fifty (250) miles or more from the Employee's home, the Employee will be given up to two (2) additional days off with pay for travel to and from the funeral. Additional days of leave shall be granted upon request but such days off will not be paid (unless vacation days or floating holidays are available to the Employee).

ARTICLE 22
MILITARY SERVICE

An Employee who is engaged by Governmental order in the military service shall be subject to re-employment in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), as the same may be amended from time to time and applicable state law, rules and regulations issued thereunder.

ARTICLE 23
SEVERANCE PAY

23.1 In addition to the two (2) weeks notice or pay in lieu thereof, an Employee who shall be laid off because of a reduction or decrease in staff shall be entitled at the time of the lay-off to receive a severance allowance equal to one (1) week pay for each

completed year of seniority up to a maximum of twenty-six (26) weeks' pay. Severance shall not be paid in the event of voluntary resignation.

23.2 The severance as provided above will be contingent upon the Employee executing a Separation Agreement and General Release.

23.3 No severance shall be paid upon any sale or transfer of the Station to a new owner if employment is continued by the new owner without a break in service.

ARTICLE 24
ENTRY LEVEL MINIMUM RATES

Videographers

0 - 6 Months	\$17.15
6 Months and over	\$18.00

Editors

0 - 6 Months	\$17.15
6 Months and over	\$18.00

Master Control Operators

0 - 6 Months	\$16.61
6 Months and over	\$17.47

Maintenance Engineers

0 - 6 Months	\$22.50
6 Months and over	\$23.68

**Graphic Artists and Production
Technicians**

0 - 6 Months	\$13.93
6 Months and over	\$14.63

**Associate Producers, Web
Producers and Writers**

0 - 6 Months	\$17.15
6 Months and over	\$18.00

Assignment Desk

0 - 6 Months	\$17.15
6 Months and over	\$18.00

Commercial Production

0 - 6 Months	\$18.22
6 Months and over	\$19.13

Directors/Ignite Operators

0 - 6 Months	\$18.75
6 Months and over	\$19.72

Nothing in this article shall be deemed to prohibit the Employer from hiring employees, in its discretion, at rates higher than noted above as entry level minimums. The Employer has the right at any time, in its discretion, to increase an individual employee's regular wage rate above the minimum wage rates set forth in this Agreement.

Chief Photographer shall receive an additional 15% of his or her base pay in addition to the scale in which he or she is normally paid. This premium shall become part of his or her base pay for all purposes.

ARTICLE 25 **WAGE INCREASES**

Beginning the first pay period following the effective date of this Agreement, bargaining unit employees will receive a four percent (4%) increase in their regular wage rate. Beginning the first pay period following the first anniversary date of this Agreement, bargaining unit employees will receive a one percent (1%) increase in their regular wage rate.

When wages are increased to employees, the Employer shall notify the Local Union in writing of all such changes.

ARTICLE 26 **MISCELLANEOUS**

26.1 **Savings Provisions.** If any clause or provision of this Agreement is deemed void or unenforceable by a court or agency of competent jurisdiction, the other provisions of the Agreement shall be deemed to remain in effect.

26.2 **Complete Agreement.** This contract and any accompanying Letters of Understanding which have been executed by the parties with respect to items of interpretation is the complete agreement between the parties. It cannot be modified or terminated except in writing executed by the Parties hereto.

26.3 **Paragraph Headings.** Paragraph headings are for convenience and reference only and shall not affect the interpretation of any paragraph of this Agreement.

ARTICLE 27 **TERM OF AGREEMENT**

This Agreement shall be effective commencing on July 29, 2015 and ending at midnight July 28, 2017 and from year to year thereafter, unless either party shall send written notice of termination to the other not less than sixty (60) days prior to the termination of the original term or of any renewal term of this Agreement.

ARTICLE 28
NO DISCRIMINATION

28.1 The Parties agree they will not engage in any unlawful discrimination of any kind against an Employee on account of race, color, religion, sex, age, medical condition, marital status, physical or mental disability, veteran status, national origin, ancestry, genetic information or sexual orientation, gender identity. Further the Employer will not discriminate against any Employee based on their Union activity or their choice to refrain from Union activity.

**NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS, THE BROADCASTING
AND CABLE TELEVISION WORKERS
SECTOR OF THE COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO**

**LIN TELEVISION CORPORATION,
A MEDIA GENERAL COMPANY,
D/B/A KOIN-TV**

By:

Connie J. Biggs-Blair

Date:

July 29, 2015

James E. Woodrum
August 12, 2015

By:

President NABET-CWA

Date:

LETTER OF UNDERSTANDING

By and between

KOIN-TV

and

NABET-CWA

This Letter of Understanding is executed concurrently with the Collective Bargaining Agreement between the parties and is intended to set forth certain understandings and commitments between the parties in connection with questions that arose during the course of negotiations for, and preparation of, the Collective Bargaining Agreement. The parties, through their authorized representatives, have agreed to the following items:

1. Article 12 (Duties and Jurisdiction) provides guidelines and rules regarding the performance of functions by bargaining unit employees and by others. Notwithstanding any limitation contained in Article 12, it is acknowledged that the Director of Operations, Rick Brown, has, in the past regularly performed certain functions in connection with master control duties which are also regularly performed by bargaining unit employees. Rick Brown shall be permitted to continue performing these functions in the same manner as performed prior to the negotiation of this Agreement.
2. Contained in the salary provisions in Article 24 is a reference to a premium for Chief Photographer functions. The parties acknowledge and agree that this premium shall not apply to the current Chief Photographer who has been compensated for such duties separately. Consequently, the Chief Photographer premium as stated in the Agreement shall only apply in the event that the position known as Chief Photographer currently held by Bill Cortez is vacated and the Employer chooses to promote or hire another person to serve as Chief Photographer.
3. The parties acknowledge that certain employees, prior to January, 2006, were permitted to use station owned vehicles to and from work for news assignments and for limited personal use. The Employer agrees that such usage enjoyed by those employees who are currently employed by the Company is to be considered a pre-existing benefit. Accordingly, the Employer agrees that those bargaining unit employees who had been permitted to utilize station vehicles (news vans, etc.) under the above conditions shall continue to enjoy such benefit during the term of this Agreement. Such continued usage shall be conditioned however, upon those employees continuing to adhere to Company rules relating to the safe operation and use of the vehicles, including but not limited to, parking and locking the vans in a secure location while away from the facility, removal and safe storage of all Company equipment from same when used for any non-work related purpose. The parties also agree that the benefit noted above shall not apply to any bargaining unit employees who were hired after January, 2006 and that it shall be the Employer's right, in its sole discretion, to assign such Company

vehicles for take home and/or personal usage to new employees if it determines it is appropriate to do so. Employees shall record and report personal usage in accordance with applicable IRS regulations. No Employee shall be disciplined or discharged solely for failure to submit such a record, but may lose the right to an assigned Station vehicle.

4. The Union acknowledges that, while certain bargaining unit employees may regularly perform I.T. functions on behalf of the Station (i.e., Jeff Burda), the Union makes no claim of jurisdiction over such functions. When such I.T. functions replace traditional broadcasting work performed by bargaining unit employees, they shall remain in the Union's jurisdiction.
5. The Union acknowledges and agrees that the position of Art Director is not in the bargaining unit.
6. The parties have agreed that the Employer has the right, in its discretion, to continue to utilize Interns (who are generally assigned to the station by schools, colleges, etc., for the purpose of gaining actual work experience and who receive course credits for such activities) as in the past at KOIN-TV as long as such interns, when performing functions within the jurisdiction of the Union, are performing such activities under the general supervision of bargaining unit employees. The Employer agrees Interns will not be utilized in a manner so as to supplant bargaining unit positions.
7. Section 8.1 of the Agreement contains general requirements for the posting, upon two week's advance notice, whenever possible, of work schedule/shift assignment changes. The parties acknowledge and agree that such requirements as contained in Section 8.1 do not apply to temporary changes in assignments/ schedules that are necessitated due to unforeseen circumstances
8. Section 10.3 of the Agreement provides that all travel time to and from work assignments shall be paid time. The parties agree however, that this section shall not apply to voluntary situations in which work is performed incidental to travel and for which the employee is compensated under arrangements agreed upon in advance by the employee and the employer. Such voluntary agreements shall not be considered "assigned work."
9. The parties agree, with respect to Jury Duty leave as contained in Article 19 of the Agreement, that due to extenuating staffing and/or scheduling issues that may arise due to proposed jury duty at certain times, the Employer has the right to request of the employee or the applicable court that proposed jury duty assignments be deferred or postponed to other time periods.
10. KOIN will continue to provide identity theft protections to the Employees who are already covered for the duration of the Agreement.

11. Satellite Truck Policy

When a photographer is operating KOIN's hybrid satellite/microwave van (Unit 5) as a photographer and satellite operator, the photographer is required to be right outside the door of the satellite truck while on the satellite. If the situation requires the photographer to be further away from the truck to operate the camera and be on the satellite, another photographer who is qualified to operate the truck will be used to run the satellite portion of the truck.

When the KOINSAT satellite truck is being used to satellite a signal back, there will always be a two person crew on the assignment as follows: one licensed and qualified operator for the satellite truck, and one photographer to operate the camera, work with reporters and to edit.

12. Training

The Company will acquire at least two (2) licenses for Lynda.com. Each employee will be eligible to take up to two weeks of Lynda.com training each year. Such training will not be on Company time nor be considered compensable time. A computer will be made available to any Employee who needs computer access.

Company will reimburse employees for up to Five Hundred Dollars (\$500) for courses taken on CWA-NETT, but not more than 25 employees will be eligible for such reimbursement in any year. The Employees must satisfy the following criteria: (a) the course must be for the purpose of acquiring or improving skills that may be used for a NABET-represented position at KOIN; (b) the Employee's supervisor must approve in advance the course being taken, which approval shall not be unreasonably denied; and (c) reimbursement is contingent on the Employee satisfactorily completing the course. Such training will not be on Company time nor be considered compensable time. A computer will be made available to any Employee who needs computer access. If the Company mandates that an Employee take a particular course, the Company will pay for the course and the required on-line portion of the course will be treated as compensable time.

13. Commercial Drivers License

As an incentive for employees to attain a CDL license, the Company will pay an employee \$250 to first obtain a license and \$50 for each renewal. The Company will pay for the license. The Company may test an employee's proficiency in operation of a vehicle for which a CDL license is necessary. An employee with a CDL license may be required to drive a vehicle for which a CDL license is necessary.

Agreed this 29th day of July, 2015.

For the Union

For the Employer

Commie J. Bezzo-Abbas

James F. Woodman

LETTER OF UNDERSTANDING

By and between

KOIN-TV

and

NABET-CWA

This Letter of Understanding is executed concurrently with the Collective Bargaining Agreement between the parties and is intended to set forth certain understandings and commitments between the parties in connection with questions that arose during the course of negotiations for, and preparation of, the Collective Bargaining Agreement. The parties, through their authorized representatives, have agreed to the following:

In the event a national health care law is enacted during the term of the Agreement between the parties, either party may request good faith bargaining with respect to the impact of such legislation on the Company and/or the employees. The parties agree that any delay in the applicability to KOIN of a new national health care law due to the existence of the Agreement shall not be a barrier to the entry into such good faith bargaining.

Agreed this 29 day of July, 2015

For the Union

For the Employer

Connie J. Beggs-Adams

James P. Woodard

EXHIBIT E



Search



TV chain Nexstar splits workers with different raise offers, shifts cash to shareholders

November 20, 2018 | 9:57 AM CST | BY MARK GRUENBERG



The KOIN newsroom in Portland, Ore. | Ross William Hamilton / The Oregonian via AP

In another example of enormous corporate greed, a rich Texas-based TV chain—one whose own financial statements point to close to \$2 billion in revenue in the first nine months of this year—is offering raises of 1 percent to workers at one of its New York state TV stations, and 0.1 percent to workers at KOIN-TV in Portland, Ore.

And those skimpy sums get put on the bargaining table only when Nexstar Media Group is forced to hold talks with the National Association of Broadcast Employees and Technicians (NABET)-CWA locals who represent the workers at its stations in Buffalo and Syracuse, N.Y., Portland, Erie, Pa., and Youngstown, Ohio. In Syracuse, the National Labor Relations Board had to do exactly that, leaders of the NABET locals say.

Needless to say, the workers aren't happy with this state of affairs. Nexstar offered the 84 Syracuse workers the 1 percent raise for each year of a 3-year pact—and demanded givebacks from the workers on company hiring rights and premiums to be paid for workers temporarily in higher-grade jobs.

That offer, the first in months after NABET won that NLRB ruling, was rejected. Meanwhile, the old Syracuse contract, which expired 18 months ago, stays in effect, but key worker protections, such as grievances, are stalled.

At Buffalo's WIVB-TV, bargaining has foundered over Nexstar's about-face on paid leave to work out management-labor differences.

When it bought WIVB, Nexstar inherited a policy from the former owner that said where the two sides were working on a cooperative project—such as negotiations—the station would still pay the union bargainers. If the two were in an adversarial face-off, it wouldn't.

Five months ago, Nexstar dumped that policy—and presented the union with an \$8,700 bill to cover back pay for NABET's own employee bargainers. Negotiations covering the station's 60 workers have stalled.

The situation is even worse—if you can believe it—at KOIN, says local President Carrie Biggs-Adams, whose local represents TV station workers from San Francisco northwards.

Biggs-Adams also has a basis for comparison nationwide. Until recently she was a top worker at NABET-CWA headquarters in D.C. and has 45 years of experience negotiating for workers and organizing them, too.

KOIN offered its workers the 0.1 percent hike, and that wasn't all, she said. It wants to cut severance pay to two weeks. And in the first quarter of this year, Nexstar yanked company-paid cell phones, which gave stored numbers for sources and stored locations for stories, from broadcast reporters and techs who need both.

Staffers can now check out company phones one by one, "or use their own phones, for which they get \$45 a month" from Nexstar to pay for texts, stories, and downloads. Since TV downloads are expensive, workers "have to eat" any extra costs, Biggs-Adams says.

Nexstar would impose more extra costs on NABET by making the union—not the company—responsible for precisely checking and following every single state, local, and federal law before filing grievances on various issues, including discrimination. One slip-up or small omission and the grievance gets tossed.

The *coup de grace*, however, is in a non-financial area. In the #MeToo era, where opposition to sexual harassment on the job has become a nationwide cause, Nexstar wants to eliminate the current contract's protections against job discrimination, by sex, race, or anything else. "They won't go beyond federal law," Biggs-Adams says.

The company, meanwhile, has other uses for its millions. In its public financial statement, Nexstar's revenue totaled \$693 million in the third quarter of the year, 13.3 percent more than in the third quarter of 2017. It earned \$485 million in the first nine months of this year—a 31.4 percent jump—on \$1.97 billion in overall revenue nationwide since Jan. 1.

As for what it wants to do with the money, besides not paying workers, Nexstar CEO Perry Sook said in the statement the network would "apply our growing free cash flow to drive shareholder returns...In the third quarter we allocated a total of approximately \$180 million to return of capital, leverage reduction, and strategic M&A initiatives."

"M&A" stands for "mergers and acquisitions," and Biggs-Adams suspects she knows where.

From broadcast industry sources, she believes Nexstar is angling to buy the Tribune Company's

stations, after federal regulators quashed a prior big Tribune sale.

Biggs-Adams doubts Nexstar would succeed, though, because its acquisition of Tribune's stations would put it over Federal Communications Commission limits on market concentration, just as the prior Tribune sale that collapsed did.

Still, "the impact on workers is pretty massive, and it's a structural problem with the capitalist system," she says. It's especially acute, she notes, when hedge funds take over media chains, run them for 18 months while milking profits by slashing staff, then selling them.

That's what's happened, Biggs-Adams notes, at KOIN.

TAGS:



Mark Gruenberg

Mark Gruenberg is head of the Washington, D.C., bureau of *People's World*. He is also the editor of Press Associates Inc. (PAI), a union news service in Washington, D.C. that he has headed since 1999. Previously, he worked as Washington correspondent for the Ottaway News Service, as Port Jervis bureau chief for the Middletown, NY *Times Herald Record*, and as a researcher and writer for *Congressional Quarterly*. Mark obtained his BA in public policy from the University of Chicago and worked as the University of Chicago correspondent for the *Chicago Daily News*.

MLRB-SUBREGION 36
2019 MAR 13 AM 11:01
PORTLAND, OREGON

EXHIBIT F



To: Carrie Biggs-Adams
Fr: Pat Nevin
Regarding: Request for information – peoplesworld.org article dated 11/20/18
Date: December 14, 2018

Ms. Biggs Adams,

On November 20, 2018 an article was published which contained materially false statements regarding our current negotiations at KOIN-TV. In order to assess the impact of these statements on our bargaining we send you this Request for Information. Please review and respond to the following requests for information below:

1. Any and all correspondence to and from representative Carrie Biggs-Adams to agents or representatives of peoplesworld.org including but not limited to Mark Gruenberg from January 1, 2017 to present
2. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to wage proposals made by KOIN TV to NABET from January 1, 2017 to present
3. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to severance pay proposals made by KOIN TV to NABET local 51 from January 1, 2017 to present
4. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to any proposals made by other Nexstar owned Stations to NABET from January 1 2017 to present
5. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to discrimination harassment proposals made by KOIN TV to NABET from January 1, 2017 to present
6. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to wage proposals made by NABET to KOIN TV from January 1, 2017 to present
7. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to severance pay proposals made by NABET local 51 to KOIN TV from January 1, 2017 to present
8. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to any proposals made by NABET to other Nexstar Owned Stations from January 1 2017 to present
9. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to discrimination harassment proposals made by NABET to KOIN TV from January 1, 2017 to present
10. Any and all documents of any kind including but not limited to letters, emails, text messages referring or relating to your apparent assertion in the November 20, 2018 edition that "when hedge funds taker over media chains, run them for 18 months while milking profits by slashing staff, then selling them. That's what's happened, Biggs-Adams notes at KOIN."
11. Any and all correspondence, including letters, leaflets, posters, emails and text messages from any NABET agent, including, but not limited to, Representative Carrie Biggs-Adams, to any bargaining unit employee at KOIN-TV, relating to or referring to the peoplesworld.org article dated November 20, 2018.

Please provide the requested information at your earliest convenience, but not later than close of business December 21, 2018.

Regards,

Pat Nevin
VP/GM KOIN-TV, KOIN.com

EXHIBIT G



The Broadcast Union for
Broadcast Workers

email: office@nabet51.org
www.NABET51.org

April 30, 2019

Local No. 51 - San Francisco
240 Second Street - Suite 220
San Francisco, CA 94105
Telephone: (415) 398-3160
(888) NABET DH

Mr. Pat Nevin
General Manager
KOIN-TV
222 SW Columbia St.
Portland, OR 97201
Via email

Dear Mr. Nevin,

In response to your information request of December 14th regarding the peoplesworld.org article dated November 20th, 2018. We have a few questions and responses.

NABET-CWA Local 51 does not believe that points 1, 10 or 11 relate to information that the employer needs for bargaining purposes.

As to requests 2-9, please clarify whether you are seeking the communications and proposals that these parties have already exchanged. These should already be in your possession, but if you have reason to believe otherwise, please advise. There would be no other communications in the categories described in requests 2-9 except privileged communications, if any, between myself as the Union's representative and affected members or the Union's counsel.

Sincerely,

Carrie Biggs-Adams
Local President

cc: Mike Stephany NLRB
Anne Yen, esq.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Joint Motion and Stipulation of Facts was served on the 3rd day of October, 2019, on the following parties:

E-File:

The Honorable Gerald Etchingham
Associate Chief Judge
National Labor Relations Board
Division of Judges
901 Market St., Ste. 300
San Francisco, CA 94103

E-Mail:

Anne I. Yen, Esq.
Weinberg Roger & Rosenfeld
1001 Marina Village Parkway, Suite 200
Alameda, CA 94501-6430
AYEN@unioncounsel.net

Charles W. Pautsch, Esq.
Nexstar Media Group, Inc.
545 E. John Carpenter Freeway, Suite 700
Irving, TX 75062
CPautsch@nexstar.tv



Kristy Kennedy, Office Manager