

AGREEMENT

By and Between

**SINCLAIR MEDIA III, INC. d/b/a WKRC-TV**

And

LOCAL UNION NO. 1224

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

May 22, 2016 – May 21, 2019

**TABLE OF CONTENTS**

	<u>Page</u>
<b>Effective Dates</b> (Article I, Section 1) -----	1
<b>Union Membership</b> (Article I, Section 2) -----	1
<b>No Strike</b> (Article I, Section 3) -----	2
<b>Jurisdiction</b> (Article I, Section 4) -----	2
<b>Probationary Period</b> (Article II, Section 1) -----	4
<b>Temporary Photographers</b> (Article II, Section 2) -----	4
<b>Grievances, Arbitration</b> (Article III) -----	4
<b>Representation</b> (Article III, Section 3) -----	5
<b>Hours of Work</b> (Article IV) -----	5
<b>Travel Time</b> (Article IV, Section 3(a)) -----	6
<b>Rest Periods</b> (Article IV, Section 3(d)) -----	7
<b>Wages</b> (Article V) -----	7
<b>Lay Off and Recall</b> (Article VI) -----	8
<b>Benefits</b> (Article VII) -----	8
<b>Management Rights</b> (Article VIII) -----	9

## AGREEMENT

THIS AGREEMENT, entered into at Cincinnati, Ohio, this 22<sup>nd</sup> day of May, 2016, by and between SINCLAIR MEDIA III, INC. d/b/a WKRC/TV, located in Cincinnati, Ohio (hereinafter variously referred to as either the "Employer", "Station" and/or Company") and RADIO AND TELEVISION BROADCAST ENGINEERS LOCAL UNION NO. 1224 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, an affiliate of the AFL/CIO (hereinafter called the "Union"), as the sole collective bargaining agent for all news, feature, and documentary cinematographers, electronic camera/tape operators and film processors (hereinafter variously referred to as "Photographer(s)", "Bargaining Unit Photographer(s)" and/or "Employee(s)) now and hereafter employed by the Employer during the term of this Agreement.

### WITNESSETH THAT:

WHEREAS, the Employer and the Union have a common and sympathetic interest in the Radio and Television Broadcasting Industry, and that harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public, and will be benefited by continuous peace and by adjusting differences by rational common sense methods, and to these ends this Agreement is made:

NOW, THEREFORE, in consideration of the foregoing, and of their mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### ARTICLE I

Section 1. (a) This Agreement shall be effective as of May 22, 2016 and shall remain in effect up to and including May 21, 2019, and shall continue in effect from year to year (that is from May 22 through May 21 of each year thereafter unless changed or terminated in the manner hereinafter provided.)

(b) Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to May 21, 2019, or May 21 of any year thereafter. When notice is given that a change is desired, the exact nature of the change desired shall be stated in the notice. In the event such foregoing notice is given by either party to change or terminate this Agreement, conferences shall be scheduled promptly between the parties for the purpose of negotiating on the changes desired or a new agreement between the parties hereto, as the case may be. Changes may be made in this Agreement at any time by mutual consent. Any change in, amendment of, or understanding supplemental to this Agreement shall be reduced to writing, signed by both parties hereto and be subject to approval of the International President of the International Brotherhood of Electrical Workers, the same as this Agreement.

Section 2. (a) The Employer recognizes the rights of its employees to self-organization and to bargain collectively through the representatives of their own choosing. Local Union No. 1224 of the International Brotherhood of Electrical Workers is hereby recognized and certified as the sole collective bargaining agency for those employees of the Employer in the unit covered by the certificate dated June 17, 1976, issued by the National Labor Relations Board in Case No. 9- RC-11478.

(b) All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31<sup>st</sup>) day following the date of their employment, or the effective date of this Agreement whichever is later. The parties acknowledge that the Employees may lawfully elect financial core status or full membership and the Union will provide any such employee the information required by law upon request. An employee meets the condition of being a member in good standing by fulfilling the employee's financial obligation to the Union. The Employer agrees to assist employees, if requested, in using the employer-provided direct deposit function.

(c) The Employer and the Union agree that they shall not discriminate against any employee on any basis prohibited by law. Employees who believe they have witnessed or suffered discrimination must report such conduct to the Company in compliance with the Company's no harassment policy. The Employer and the Union agree that they shall not discriminate against, interfere, restrain or coerce any employee because he or she engages in or refrains from engaging in activity on behalf of the Union and/or protected by the National Labor Relations Act. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

Section 3. During the term of this Agreement, the Union agrees that neither it nor any of the employees covered by this Agreement will authorize, participate or assist in any manner in any strike or other action (including sympathy strikes, work stoppages, slowdowns, interruptions, or other concerted activity) which will cause a cessation of work or interfere with the operation in any manner. During the period of this Agreement, the Employer agrees that there shall be no lockout.

Section 4. (a) The trade jurisdiction of this Agreement shall include all work performed by Photographers by means of which visual material is obtained by video cameras or digital cameras for all scheduled or unscheduled news, sports, and weather programs, documentaries, commercials or special programs, auditions, presentations, and all locally originated programs, and shall include without limitation unless modified elsewhere in this Agreement:

- 1) The operation and normal transportation of all video cameras and digital video cameras, including all related lighting and auxiliary equipment.
- 2) The editing, timing, and previewing of all video thus obtained.
- 3) The editing, timing, digitizing and previewing of all digital video thus obtained.

Nothing herein is intended to expand work for bargaining unit employees from that performed prior hereto. Nothing herein shall be so interpreted.

In addition to the duties described in this section, Bargaining Unit Photographers may be assigned to produce, narrate and/or report news stories to the extent their talents and expertise will enhance such material. Where assigned and to the extent reasonable, the employer will discuss such assignments with employees in advance and when requested will provide feedback regarding such assignments. The complexity of such assignments will be considered in any evaluation of a Bargaining Unit Photographer's performance of the assignment.

Notwithstanding the provisions of Section 4(a), Company may assign SAG-AFTRA bargaining unit personnel to photograph, edit and/or produce any news programs where their talents and expertise will enhance such material. This provision is intended to supplement, not replace, the work of Bargaining Unit Photographers, and is not to be interpreted as a reduction of the scope of the trade jurisdiction of this Agreement. If a Bargaining Unit Photographer is laid off in a Company-wide, across-the-board layoff, the Company may continue to assign SAG-AFTRA bargaining unit personnel to photograph, edit and/or produce news programs, but may not do so in other layoff situations.

Section 4 (b)(1). Notwithstanding the provisions of Section 4(a), the Employer may assign other News Department personnel to perform any of the work specified in Section 4(a) in the event of a bona-fide emergency situation or when no Bargaining Unit Photographer is available or on duty provided that the Employer will make every reasonable effort to ensure that Photographers in the Bargaining Unit perform as much of the remaining work as possible, and, that no Photographer will be laid off, or have his regularly scheduled hours of work reduced as a result thereof. In no case, however, shall the provisions this Section 4(b) be used to circumvent any of the provisions of this Agreement.

(2) Notwithstanding the provisions of Section 4(a) the Employer may assign other employees to preview, edit and time video or digital video.

Section 4. (c) Notwithstanding the provisions of Section 4(a) the Employer may assign other employees to preview and time video or digital video, and may assign other employees to edit video or digital video, provided that no editing of video or digital videos will be performed by non-bargaining unit employees if any photographer is laid off or if his regularly scheduled hours are reduced. The parties agree that the Station may employ no more than five (5) non-unit employees whose principal assignment is to edit provided that no Photographer is on lay off or has his/her regularly scheduled hours reduced. The Executive Cinematographer shall not edit video in excess of 32 hours per week.

Section 4. (d) Notwithstanding the provisions of Section 4(a), the Employer may purchase, trade, or borrow video or digital video from free-lance, non-staff photographers. The Employer may, at its option, also engage freelance Photographers to supplement staffing for special projects and/or major news stories on a temporary basis and/or for assignments requiring skills not possessed by a staff photographer. It is agreed that the Employer will make every reasonable effort to contact all unit personnel before assigning free-lance work. Free-lancers shall use their own equipment. It is understood that Photographers covered by this Agreement shall perform all work necessary to prepare said video or digital video for air use, subject to the other provisions of Section 4. This provision is intended to supplement, not replace, the work of bargaining unit Photographers, and is not to be interpreted as a reduction of the scope of the trade jurisdiction of this agreement.

Section 4. (e) Notwithstanding the provisions of Section 4(a), the Employer may purchase, trade, borrow, or use film, video or digital video obtained from other organizations such as networks, other television stations, film libraries, advertising or public relations agencies, etc. It is further understood and agreed that the work being performed by other employees of the Employer in the Sales, Promotions and NTR departments and involving the preparation of feature and commercial films from such sources is not covered by this Agreement.

The Employer may use any services or material from Employer related entities (including parent, subsidiary, brother and sister corporations) or gathered from any news, programming or content sharing arrangement in which the Employer, Corporate, or Employer related entities may participate, including but not limited to viewer provided material, freelancers, pool video of any origin or feeds from other sources that are available to other stations, whether live or otherwise. This provision does not authorize services performed by non-unit persons on the premises of WKRC-TV and within the exclusive jurisdiction of the unit except as otherwise provided therein. Any content prepared for or used on the Station may be used on other Corporate or Employer or Employer related entities' operations. Any content prepared for or used on the Corporate or Employer or Employer related entities' other operations may be used on the Station. The purpose of this provision is to increase news and programming worthy content.

Section 4. (f) Notwithstanding the provisions of Section 4(a), the Employer may assign the Executive Cinematographer to perform any of the work specified in Section 4(a), provided however that:

- (1) In no case shall the Executive Cinematographer perform such Bargaining Unit work in excess of 32 hours per week, nor shall the Executive Cinematographer perform bargaining unit work and video editing which combined exceeds 32 hours per week.
- (2) No Bargaining Unit Photographer shall be displaced as a result of the provisions of this Section 4(f).

Section 4. (g) Notwithstanding the provisions of Section 4(a), the Employer may assign other employees to perform any of the work specified in Section 4(a) for the purposes of producing, previewing and timing commercials, or promotions, documentaries, special programs and inserts, auditions, or presentations,

all locally originated programs, (but not including news, sports, or weather programs) provided that no Photographer shall be laid off, or have his regularly assigned hours of work reduced as a result thereof.

Section 4. (h) Notwithstanding any other provision of this Agreement, the Employer may, as indicated by past practice, subcontract the repair of equipment and the processing of film. In cases of equipment breakdown, the Employer may have video or digital video edited at other television stations. It is understood that no Photographer will be laid off or have his normal hours of work reduced as a result thereof. In the event of any such subcontracting, the Business Manager or Shop Steward will be notified as to the circumstances involved.

Section 4. (i) Nothing in this Section 4, or any other provision of this Agreement shall be interpreted as a waiver of any jurisdiction which now rests solely with the WKRC Engineer's Agreement. Any cross-jurisdictional disputes shall be subject to the grievance and arbitration provisions of either agreement.

Section 4. (j) The Employer may engage three (3) undergraduate college students as interns, provided they are studying in a bona fide institution in subjects related to broadcasting and, provided further, that such employment shall be only during their "off-school" hours; provided, that any such student will not be employed to displace regular employees covered by this Agreement and that said interns will work in conjunction with unit personnel; provided further that the president and business manager of the Union shall be kept informed of those students currently employed and of any changes in their status.

## ARTICLE II

Section 1. A new Photographer shall be on probation for the first one hundred twenty (120) days of his employment. If the Employer believes such a probationary Photographer is not qualified or is otherwise unsatisfactory for the position, the Employer may at any time during such probationary period terminate the employment of such Photographer. During the period of probationary employment, the Photographer shall work under the conditions and shall receive not less than the minimum rate of pay provided in this Agreement. The Employer agrees to review the work of a probationary employee at thirty (30) day intervals.

Section 2. The Employer may, at his option, employ temporary Photographers to supplement the regular staff during periods of vacation, to relieve regular Photographers for special projects, major news stories, temporary staffing shortages, or to substitute for regular Photographers absented for reason of prolonged illness or disability. When a temporary Photographer serves six (6) months of continuous or non-continuous accumulative service in one (1) years' time from the Photographer's initial date of employment, the Photographer's employment shall be terminated; otherwise, the Photographer automatically becomes a permanent Photographer. During the period of employment, a temporary Photographer shall work under all conditions and provisions of this Agreement. Notice of reasons for hiring temporary Photographers will be submitted in writing to the Steward within ten (10) days of hiring, provided the Unions inform the Employer who the steward is. It is understood that a temporary Photographer has no seniority whatsoever.

## ARTICLE III

Section 1. (a) A grievance is defined as a dispute a Photographer or the Union may have with the Employer as to the interpretation, application, or violation of the express provisions of this Agreement.

(b) If grievances arise during the term of this Agreement, every effort will be made to settle them quickly and fairly under the following exclusive procedure:

Step 1: A Photographer who claims a grievance shall present such grievance to the Employer in writing ten (10) calendar days after the event has occurred giving rise to the claimed grievance. The Employer shall give its answer to the Photographer in writing ten (10) calendar days after the

grievance has been presented to the Employer.

Step 2: If the grievance is to be processed further the Grievance Committee of the Union shall present the grievance in writing to the Employer within ten (10) calendar days after the Employer's answer to Step 1. The Employer shall give its answer in writing to the Grievance Committee within ten (10) calendar days after the grievance has been presented to the Employer.

Step 3: If the grievance cannot be adjusted satisfactorily at Step 2, it may be referred by the Union to arbitration. The Union shall notify in writing the Employer of its intent to request arbitration within ten (10) calendar days after the Employer has given its answer to Step 2 of this procedure.

Section 2. A grievance that is not adjusted by the Employer and the Union shall be referred to an Arbitrator within ten (10) calendar days after the answer of the Employer at Step 3. If they are unable to reach agreement within ten (10) calendar days, the impartial Arbitrator shall be selected from a list or lists to be submitted by the Federal Mediation and Conciliation Service. The decision of the Arbitrator must be confined to the express provisions of this Agreement and the Arbitrator shall have no right or authority to add, subtract, alter, or in any way amend the provisions of this Agreement. Fee and expense incurred by the Arbitrator shall be shared by both Employer and Union. In termination cases the arbitrator shall hear the case and render an award within forty-five (45) days of appointment. In no case can an Arbitrator award more than one hundred and twenty (120) days of back-pay.

Section 3. Upon request, all Photographers have the right to Union representation during any disciplinary interview. The Employer agrees to meet and confer with the Shop Steward on any and all questions or matters relative to the terms and conditions of this Agreement, and other matters with respect to rates of pay, working conditions, and other conditions of employment under the terms of this Agreement. The Shop Steward, acting in the official capacity as representative of the Union, may confer with the Employer during the regular working hours without loss of time or pay. Duly authorized representatives of the Union may investigate the operation of the Employer relating to the terms and conditions of this Agreement upon prior notification, whenever it is reasonable to believe that the provisions of the Agreement are being violated. Prior to any such visit, the Union will request permission from the Employer, stating the purpose of the visit. Such visit shall be done at reasonable hours and in such manner as to not disturb normal operations of the stations.

#### ARTICLE IV

Section 1. The Employer recognizes the principle of the standard eight-hour day (over a nine hour spread) and shall use its best efforts to schedule the hours of work of the Photographers whenever possible so that their customary scheduled working day shall be eight hours (over a nine hour spread). A forty-hour, five-day week shall constitute the standard work week. However, nothing herein shall prevent the Employer from assigning reasonable overtime work. No Photographer shall be employed for more than forty (40) hours in any week, except upon the payment of premium pay of time and a half for all time worked in excess of forty (40) hours in such week. In case overtime is offered to a Photographer, the work cannot be cancelled with less than two (2) hours' notice, provided the Photographer informs the Employer of his whereabouts. Each employee's schedule will provide for two (2) consecutive days off defined as a minimum of 58 consecutive hours. Photographers scheduled or called in to work before 58 hours has elapsed shall be paid one and one-half times their regular rate of pay for all hours worked until 58 hours has elapsed except in the event of emergencies which are unforeseen and beyond the control of the Employer or by mutual agreement of the Employer and the Photographer. An occurrence is an "emergency" only when multiple bargaining unit photographers are called in and work before 58 hours have elapsed.

If agreed between the employee and manager, the Company may also schedule eight and one-half (8.5) consecutive hours of work with an unpaid thirty (30) minute break.

The Employer and an employee may mutually agree to a workweek of forty (40) hours which is scheduled by the employee's working four (4) consecutive ten (10) hour days. Any employee so scheduled shall receive three (3) consecutive days off in each work week which shall be defined to be a minimum of eighty-two (82) hours. Photographers working four (4) consecutive 10 hour days scheduled or called in to work before 82 hours has elapsed shall be paid one and one-half times their regular rate of pay until 82 hours has elapsed except in the event of emergencies which are unforeseen and beyond the control of the Employer or by mutual agreement of the Employer and the Photographer. An occurrence is an "emergency" only when multiple bargaining unit photographers are called in and work before 82 hours have elapsed.

Section 2. The Employer shall use his best efforts to establish regular and uniform daily starting times for each Photographer. The Employer shall post work schedules at least 17 calendar days in advance, except in the case of emergency or other appropriate reason decided by the Employer. Although an Employee's working schedule may be changed from time to time, the Employer may not change an Employee's regular working schedule solely because of his/her vacation request, unless the Photographer agrees to the schedule change. If the schedule is changed after it is posted, the Company will circle the change in red and will attempt to contact affected Photographers that are not scheduled to work between the posting of the changed schedule and the effective date of the changed schedule. Regular full-time Photographers shall select their shifts in seniority order, provided that the Employee has the skill and ability required to perform the work required of the shift in the judgment of the Employer, which judgment shall not be arbitrary or capricious. In general, shift selection by employees shall occur annually in October, but may occur more frequently if the Employer determines there is need to reorganize due to changes in staffing levels, or to achieve the best news coverage. (If shift selection has occurred in August or September of a given year, no annual shift selection is required in October of that same year.) The parties agree that selecting shifts refers to the hours and days of work, and not duties assigned. For purposes of shift selection, seniority shall commence from the latest date of hire as a Photographer, and shall not include previous service with the Employer regardless of capacity. However, full -time Photographers who become part-time Photographers and who return to full-time status within one calendar year shall suffer no loss of seniority for purposes of schedule selection.

Section 3. (a) Any Photographer required to travel in connection with an assignment who returns on the same work day shall be credited with the total time elapsed from the time he reports for work at the Employer's premises until the time of his return to the station or his home, whichever is closer.

Any Photographer who is required to start his day's tour of duty at any place other than the Employer's premises, shall be credited with the total time elapsed from the time he leaves home (provided he does not first report to the Employer's premises), until the time of his return to the station or his home, whichever is closer.

Any Photographer sent out of Cincinnati, Ohio on an assignment requiring him to remain away overnight, shall be credited with not less than eight (8) hours for each day he is away on such assignment. All time spent in traveling up to eight (8) hours in any one (1) day, exclusive of the time when sleeping accommodations are provided, shall be considered as time worked.

Any Photographer required to travel in the performance of his duties shall be furnished with transportation, or be paid mileage as provided for in this Agreement. All time spent in driving a vehicle shall be considered as time worked. No credit for time or mileage shall be allowed in reporting to or from a Photographer's home or the Employer's premises, except as provided herein. The Employer shall equip and maintain a first aid kit in all Company vehicles.

Section 3. (b) The Employer shall reimburse such Photographer for his reasonable and actual traveling expenses (including reasonable gratuities, tips and automobile parking charges), when travel by such Photographer is required by the Employer in connection with the Photographer's assigned duties, provided



that no traveling expenses shall be allowed for reporting to and from work at 1906 Highland Avenue. In the event the Employer requests and the Photographer agrees to use his own automobile for transportation in connection with his assigned duties, the Employer shall reimburse such Photographer per Company policy. Photographers shall be reimbursed once each two weeks for all traveling expenses as herein provided upon submitting such records of their traveling expenses.

Section 3. (c) The Employer shall have the right to determine the method of transportation, except that Photographers shall not be required to use their personal automobiles unless they consent thereto. Generally, Cincinnati Metro or Tank will not be utilized. This does not include airport shuttle buses. Photographers shall be required to obtain accurate receipts of their traveling expenses and shall submit same to the Employer in such form as the Employer requires.

Section 3. (d) Photographers shall be given ample opportunity for adequate rest between each day's assignment. Photographers shall be given opportunity for reasonable rest periods during assignments suitable to the duties being performed by each Photographer. Rest periods during assignments shall be included in the day's work. Normally, a Photographer shall be given the opportunity to begin his lunch period within three to five hours after the start of his shift. Said periods also apply to a Photographer who works more than 5-1/2 hours on his day off. Any photographer who works more than eleven (11) hours will be given a reasonable opportunity to take a second lunch break. The lunch period shall be duty free, the Employer shall compensate the Photographer for time worked as provided in this Agreement.

## ARTICLE V

Section 1. The minimum weekly salary shall be \$574 per week.

All bargaining unit employees shall receive an increase of 2.0% on their current personal rate effective on the first day of the pay period following ratification of this Agreement.

All bargaining unit employees shall receive an increase of 2.0% on their then-current personal rate effective on the first day of the pay period following the one year anniversary of ratification of this Agreement.

All bargaining unit employees shall receive an increase of 1.25% on their then-current personal rate effective on the first day of the pay period following the two year anniversary of the ratification of this Agreement.

No employee will receive a pay increase during a Company-wide wage freeze, wage reductions and/or furloughs applied equally on the same terms as other company employees (excluding employees compensated in whole or in part on commission.)

The frequency of payroll shall be made in conformance with Company policy, but shall in no case be less than twice per month (24 pay periods per year).

Section 2. (a) Except in the event of emergencies which are unforeseen and beyond the control of the Company or upon mutual agreement of the Company and the Photographer, compensation shall be paid at time and one-half for work performed with less than twelve (12) hours' rest between the completion of one day's schedule and the beginning of the following day's schedule.

(b) The minimum assignment on a regularly scheduled day off shall be three (3) hours (straight time or overtime, as the case may be).

Section 3. Vacations shall be given at a time mutually agreeable to the Photographer and the

Employer. Permission will not be withheld unreasonably, as per the Employee Handbook. It is understood and agreed only one (1) Photographer at a time will be allowed vacation during the three (3) prime ratings periods (usually during the months of February, May, and November).

Section 4. Two (2) part-time Photographers may be hired by the Employer provided that such employees each work less than thirty (30) hours per week. All provisions of this Agreement shall apply to the part-time employees except that said employees are not entitled to vacations, sick leave, holidays, insurance, or other fringe benefits. The part-time Photographers, in the event of a layoff, shall be the first laid off regardless of seniority or probationary status.

#### ARTICLE VI

Section 1. The seniority of Photographers and Part-time Photographers for the purpose of determining layoffs shall commence from the date of hire by the Employer.

Section 2. If it becomes necessary at any time for the Employer to lay off a Photographer covered by this Agreement, the order of layoff shall be as follows: 1) all Part-time Photographers, 2) all regular full-time Photographers. The layoff shall be in seniority order, provided that the senior employee or employees remaining after the layoff shall have, in the judgment of the Employer, the necessary qualifications and ability immediately to perform the available work, which judgment shall not be arbitrary or capricious.

Section 3. Should it become necessary at any time for the Employer to lay off a Photographer, or Part-time Photographer, the Employer shall give him notice in writing of any such layoff. Such notice will be given one week in advance.

Section 4. If, after a layoff made in accordance with this Article, a vacancy occurs for a Photographer, or Part-time Photographer, the Employer shall offer such vacancy in order of their seniority to 1) any laid-off Photographer, 2) any Part-time Photographer; provided that the senior employee or employees shall have, in the judgment of the Employer, the necessary qualifications and ability immediately to perform the available work, which judgment shall not be arbitrary or capricious, and, further provided, that the employee keep the Employer accurately informed of his or her address and such offer is accepted within a reasonable length of time. Such recall shall be required only within a six (6) month period after such employee's layoff.

Section 5. The parties agree that, with respect to this provision or any other provision of this Agreement, neither discharge for cause nor any initiatives taken under the Reservation of Rights Clause shall be construed as a lay-off.

#### ARTICLE VII

Section 1: Employees may participate in the Company's fringe benefits, paid time off plans, and leave of absence provisions subject to the same terms and conditions, including contribution levels, as are applicable to other participants covered by the Sinclair Broadcast Group, Inc. and Subsidiaries Employee Handbook. However, beginning January 1, 2017, current full-time regular employees shall participate in the Company's vacation, sick leave, and personal days provisions subject to the same terms and conditions as are applicable to other participants covered by the Sinclair Broadcast Group, Inc. and Subsidiaries Employee Handbook. The Company reserves the right to change, amend or terminate such plans from time to time, provided such actions are applicable to all other participants covered by the Sinclair Broadcast Group, Inc. and Subsidiaries Employee Handbook.

The current benefits package is set forth in the "Sinclair Broadcast Group, Inc. and Subsidiaries Employee Handbook" in effect as of the date in 2016 this Agreement becomes effective.

In the event the employer changes, amends or terminates any or all of the fringe benefits provisions during the effective term of the CBA or any extension thereof, the employer will advise the Union as to the specific changes within a reasonable time prior to the effective date thereof. If requested by the Union, the Company will meet and bargain with the Union over any changes prior to the effective date thereof where bargaining is required by law

#### ARTICLE VIII

Section 1. The Union recognizes those rights which belong solely and exclusively to the Employer, including, without limiting the generality thereof, the right to hire employees of its own selection; the right to direct the working force; the right to maintain order and efficiency; the right to extend, maintain or curtail the operations of the Employer; the right to determine the number of shifts needed; the right to determine the type and amount of equipment to be used and the assignment of work; the right to determine and modify job duties and schedules of work; the right to issue, modify and enforce reasonable rules and regulations; the right to discipline, transfer, suspend, and discharge for cause; the right to lay off for lack of work or other legitimate reason; the right to determine for itself the number of persons to be actively employed at any time; the right to promote and demote (including promotional and demotional transfers); and the right to close the operations (partially or in total) and/or to relocate same, except to the extent this Agreement specifically provides otherwise.

Section 2. It is understood and agreed that all of the rights, powers, and authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged, granted and modified by this Agreement.

#### ARTICLE IX

Section 1. Reservation of Rights Clause. Notwithstanding anything to the contrary in this Agreement, the Employer reserves the right to implement wage freezes, furloughs, 401k contribution freezes, if any, or other similar Company-wide financial initiatives, provided that such is applicable to all other employees of the owners of WKRC-TV with limited exceptions for business operational needs.

The Company agrees to provide thirty (30) days advance notice of the intent to implement any of the aforementioned initiatives, and the notice shall specify the initiatives to be imposed.

#### ARTICLE X

If any specific provision or provisions of this Agreement is determined to be invalid by law, the remainder of the Agreement shall not be affected thereby.

This Agreement represents the entire Agreement between the parties, and there are no understandings or agreements, written or oral, relating to rate of pay, hours of work, or conditions of employment other than those set forth herein.