

FINAL FIRM AND BEST OFFER
From WKYC -TV
To NABET-CWA, AFL-CIO
October 20, 2009

This FINAL FIRM AND BEST OFFER includes those items upon which Tentative Agreement has been previously reached, which items are marked in blue, and items which represent additional changes proposed by the Station, which are shown in red. Any Article wherein a change has been Tentatively Agreed or is proposed is presented in full. Articles of the current contract where no changes have been Tentatively Agreed nor are being proposed are intended to stay Same As Old Contract.

WKYC-TV-NABET LOCAL 42
AGREEMENT

This Agreement is effective this _____ day of _____, 200__ by and between WKYC-TV, Inc. doing business as WKYC-TV, owner and operator of Television Station WKYC (hereinafter called the "Corporation") and the National Association of Broadcast Employees and Technicians-Communications Workers of America-NABET-CWA (hereinafter called the "Union"), which is hereby recognized as the sole collective bargaining Agency for all Broadcast TV Engineers (hereinafter called "Employees") now or hereafter employed by the Corporation. This entire Agreement supersedes and replaces any and all previous Agreements.

It is agreed that if at any time during the term of this Agreement the Corporation seeks to divest itself of its controlling interest in WKYC-TV as an on-going business either through the sale of capital stock or of physical assets or by the way of assignment, transfer or lease, the Corporation shall make the assumption of this Agreement by the party or parties assuming operation and/or control of WKYC-TV a condition of such disposal.

Any provision of this Agreement which may conflict with any applicable Federal or State law, rule or regulation, is hereby suspended and shall remain inoperative so long as such law is in effect.

It is understood that wherever the male gender is used or implied within the body of this Agreement, the female gender is also understood to be used or implied.

BASIC PRINCIPLES

The Corporation and the Union have a mutual interest in the Television Broadcast Industry. Stabilized conditions of employment improve the relationship between the

Corporation, the Employee, the Union and the Public. All will benefit by harmonious relations and by adjusting any differences through rational common sense methods.

It is the intent of the parties hereto to set forth and agree upon the conditions of employment, working conditions, hours of work and rates of pay, wherefore to these ends and in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

ARTICLE I
RECOGNITION - UNION SECURITY - WARRANTY

Section 1.1

The Corporation recognizes the Union as the sole and exclusive bargaining agent for all Engineers employed by the Corporation at Station WKYC-TV, Cleveland, Ohio. For the purpose of this Agreement, the term "Employees" is defined to mean those Employees whose duties are included in the scope of work jurisdiction in Article V.

Section 1.2

The Union agrees to accept as members all present and future Employees on the same terms and conditions which governed the admission of present Employees to membership. All Employees in the bargaining unit who are members of the Union as of the effective date of this Agreement shall, as a condition of employment or continued employment, be members of the Union on the effective date of this Agreement and shall maintain such membership in good standing during the life of this Agreement.

Section 1.3

As a condition of employment all Employees within the SCOPE OF THE UNIT as defined in Article V of this Agreement shall, within thirty (30) days after the date of execution of this Agreement, or in the case of new Employees, thirty (30) days after the date of hiring, become members of the Union and remain members of the Union in good standing during the duration of this Agreement. The Corporation shall, within ten (10) working days after receipt of notice from the Union, discharge any Employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees, as required by the Union.

Section 1.4

The Corporation agrees to refer all applicants upon hiring within seven (7) days after commencement of work to the Local Officers of the Union for information and advice as to the Union Shop requirements of this Agreement and to notify the Local Union of such hiring within the seven (7) day period.

Section 1.5

The Corporation shall not discriminate against any Employee for anything said, written or done in furtherance of the authorized and legal policies and aims of the Union. Nothing in this Article shall be construed to permit the Employee to neglect assigned duties.

Section 1.6

The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Section 1.7

The phrases "members", "members of the Union", and "members of the Union in good standing" used in this Article include persons who are members of the Union and persons who elect non-member status. Persons who elect and maintain non-member status shall be required to pay, as a condition of continued employment, initiation fees and weekly union fees in an amount not to exceed the full amount initiation fees and weekly union dues.

ARTICLE II **DUES CHECK-OFF**

Section 2.1

Upon receipt of a signed authorization of the Employee involved, in the form set forth in Section 2.4, the Corporation shall deduct from the Employee's pay the Union initiation fee and the dues payable by him or her to the Union, during the period provided in the authorization. The Union's Financial Secretary shall notify the Corporation of the percentage amount of the Employee's gross earnings to be deducted for dues and of the fixed amount to be deducted for initiation.

Section 2.2

The Corporation will, on each pay period after such authorization has been received, withhold such dues and/or initiation fees from each Employee's paycheck. Deductions shall be limited to such Employees from whom the Corporation has received written authorization to deduct said dues and/or fees.

Section 2.3

Deductions for initiation fees and for Local Union dues shall be remitted to the Local Union involved and deductions for Union dues shall be remitted to the International Office of the Union in each case no later than the fifteenth (15th) day of the month following the deductions. The Corporation shall furnish the International Union and the Local Union, at least monthly, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction.

Section 2.4

The parties agree that the check-off authorization shall be in the following form:

Name_____ Dept._____

I hereby authorize WKYC-TV to deduct bi-weekly from my wages a sum equal to one and two third percent (1 2/3%) of my total earnings for the previous bi-weekly period including all overtime and penalty payments on account of membership dues in NABET. I further authorize the Corporation when notified in writing to do so by the Local Union in the area involved to deduct from wages on account of Union Initiation Fee the sum of _____Dollars which shall be paid (provide for period and number of payments). I further authorize the Corporation when notified to do so by the Local Union in the area involved to deduct from my wages on account of dues payable to that Local Union (provide for, the amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET and are to be remitted by the Corporation to the Union and the Local Union.

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 WKYC-TV and NABET, 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 hereof. Such revocation shall be affected by written notice by registered mail to the Corporation and the Union within such ten (10) day period.

Signature_____ Date_____

Typed or printed_____ SS#_____

Section 2.5

The Union agrees to indemnify and save the Corporation harmless against any and all claims, demands and other forms of liability, including without limitations, liability under the provisions of any Federal or State statute, that shall arise out of or by reason of action taken or not taken by the Corporation for the purpose of complying with any of the provisions of this Article II.

ARTICLE III
NO STRIKE - NO LOCKOUT

Section 3.1

The Union agrees that during the term of this Agreement there shall be no strike or any action that interrupts the service or operation of the Corporation. The Corporation agrees that no lockout against any or all of the Employees shall take place during the term of this Agreement.

Section 3.2

The Corporation 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 strike. The Corporation will not use the services of any Employee for the purposes of assisting any Company in breaking any strike or effectuating any lockout.

ARTICLE IV
NON-DISCRIMINATION

Section 4.1

It is the policy and recognized obligation of both the Corporation and the Union that the provisions of this Agreement shall be applied equitably and non-discriminatorily in accordance with those Federal and State laws, regulations and orders relating to race, color, religious creed, sex, age, national origin and/or disability.

ARTICLE V
SCOPE OF WORK - JURISDICTION

Section 5.1 (a)

Jurisdiction of this Agreement, which shall be subject to sideletters #11 and #15, shall include work in connection with installation, operation, control, repair and maintenance of WKYC television broadcast equipment, including all types and methods of recording, audio equipment and any apparatus by means of which electricity is applied in the transmission or transference, production or reproduction of voice, music, sound or vision, with or without ethereal aid, including tape, videotape, or any other method of visual recording and such other mechanical or electrical operations incident thereto for over the air broadcasting, including copying and dubbing, lighting, and the operation and maintenance of broadcast satellite equipment.

Section 5.1(b)

The above shall not be taken to include operation and control jurisdiction over live or

recorded cable, web (online) or motion pictures productions.

Section 5.1(c)

The provisions herein contained shall not apply to:

1. Materials made available by networks, sports agencies, program suppliers, national advertisers, advertising agencies, or any materials purchased, leased or otherwise obtained from commercial establishments in the business of supplying the aforementioned materials, ~~local, state or federal government agencies or officials. Sports Feeds made available from the Gateway sports complex and the Browns Stadium excluding pre and post game coverage.~~
2. ~~Programs or announcements transmitted to Station WKYC on a network recognized and defined as such by the Federal Communications Commission or its successor~~
3. Operation of any equipment not directly associated with the production of over-the-air broadcast productions (live or recorded).
4. Consulting Engineers may be employed by the Corporation for specialized work.
5. Regular news and staff announcers may use audio recorders.
6. Single microphone or one channel remote control provided that all operations are handled at the receiving (studio) end by Employees in the bargaining unit. The installation and maintenance of the amplifiers shall be under the jurisdiction of the bargaining unit.
7. The operation of weather graphics and radar systems may be performed by station personnel. Such operation shall include the formation and recall of weather graphics for use on the station's newscasts and for the purpose of providing news graphics for promotional purposes.
8. The occasional use of videotape of an immediate nature that has been recorded at the time and at the site of a spontaneous breaking news story is permitted providing the material could not have been duplicated by assigning a member of the bargaining unit.
9. Audio production of special promotional or commercial spots when done outside of WKYC-TV.
10. The previewing and timing of film, audio and video tape by News Room or other non unit personnel outside of the primary technical areas (e.g Master Control and Room 1).
11. Network originations from WKYC-TV, Inc., which may be performed by traveling

network personnel, provided that network-owned equipment is used, and provided further that all interfaces to the Corporation's broadcast facilities be performed by bargaining unit personnel.

- ~~12. The operation by non-bargaining unit personnel of videotape logging equipment, provided such equipment is not physically within a technical work area and provided further that:
 - ~~(a) — Such equipment will be installed and maintained by Employees covered by this Agreement.~~
 - ~~(b) — Such equipment shall be restricted to the recording and playback of direct, off air WKYC-TV programming for the purpose of complying with FCC logging requirements.~~~~
13. Installation of new equipment and warranty service performed by the manufacturer may be performed by non-bargaining unit personnel. Whenever possible a bargaining unit employee will be assigned to work with the manufacturer's installation or service employee.
14. The operation of portable equipment used for sales presentations, station meetings, seminars or other non-broadcast type usage (e.g. tape machines, projectors of all types, audio cassettes).
15. Any and all equipment required to produce a program length remote broadcast for television by a subcontractor, as long as the subcontractor will give qualified unit Employees first call on all such remotes and the studio schedules can be modified accordingly.
- ~~16. — In an effort to ensure that no obscene and/or inappropriate language is aired, operation of the “kill switch” will be performed by the Executive Producer and/or his or her designee during any and all newscasts or other programs in which there will be “live call ins.”~~
17. The operation of non-linear editing equipment, e.g. AVID, for the purposes of making creative decisions. Playback to air of programming, commercials, promos PSA's and news stories remain jurisdictional.
- ~~18. Reports may operate record deck equipment (stop, start, and replace tapes) that has been previously been set up by the bargaining unit employees in a fixed position in a courtroom setting.~~
19. Union employees or others may assist guests with microphones and IFBs.
20. Lighting of news sets and special productions may be performed by bargaining unit Employees or outside contractors as the station determines. Minor

adjustments or the re-aiming of lights may be performed by other station employees.

~~21. Nothing in 5.1(e) will result in the layoff of current staff.~~

21. When a remote broadcast or news story is defined as a “pool event”, manning of the event (coverage of the story) may be done on a pool or rotating basis with a photographer/editor from other station(s) in the Cleveland market. WKYC employees will not be assigned to work that would violate the exclusive jurisdiction of a union at another station. Employees of WKYC assigned to pooling will be managed exclusively by WKYC personnel provided that they will cooperate with reasonable requests by reporters from other pooling stations while in the field The event may be recorded or live. Transmission of a pooled story from another station to WKYC shall be permitted as long as the recall to air remains NABET work.
22. Any work associated with hubbing of Master Control Operations (including transmitter monitoring) to another location.

Section 5.1 (d)

The output of the character generators or stillstores to air or for broadcast recordings will be considered within NABET jurisdiction. Nevertheless, Employees not within the bargaining unit may operate keyboards or other input or recall devices for the purpose preparing material for switching to air.

Section 5.1 (e)

In the art department an individual creating, composing or producing graphic or scenic displays or video effects for storage may operate the device or devices, any associated equipment and any technical equipment, including but not limited to, any camera and video tape machines directly related to such creation, composition or production and any other storage medium used in connection with such graphic creation.

In the promotions department or the programming department an individual whose primary responsibility is creating, composing or producing promotional spots or programming material utilizing special knowledge, skill or artistic ability may perform non-news photography or non-news editing but only as an adjunct to their primary creative responsibilities.

Section 5.1 (f)

The operation of teleprompters or electronic cuing devices mounted on cameras may be controlled by NABET represented employees, non-bargaining unit employees or by a performer on camera.

Section 5.2(a)

During the term of this Agreement, any equipment acquired by lease or purchase or by any other method of temporary or permanent possession which is used or is capable of being used to control any part or parts of broadcast equipment used in the studios of WKYC or at the transmitter of WKYC, including that equipment used in the field, will from the outset be installed, operated and maintained by members of the bargaining unit. This shall not apply where jurisdiction has been given to another Union or where equipment is leased to another station for that station's sole program use.

Section 5.2(b)

The operation, where any operation is required, and maintenance (except where maintenance is performed by the manufacturer of the equipment or by a service company specializing in such work: this exception being limited to maintenance on the computer(s) and does not extend to any other equipment covered by this Agreement) of automatic or semi-automatic devices which contain logic circuits, storage or memory circuits, memory search circuits and/or decision making circuits where such device is used by the Corporation as a part of technical operations and to perform any of the specific functions included in Section 5.1 shall be performed by members of the bargaining unit. Accordingly, the Corporation recognizes that the use of such equipment in technical operations may require training in new skills and therefore agrees to provide reasonable training for its Employees with the intent that all maintenance work will be exclusively performed by the latter at the earliest possible time.

Section 5.2(c)

If the station acquires new equipment of the type which runs the technical and engineering operation of the station automatically or new automated equipment for production purposes, the station will discuss the installation and the use of this equipment with designated representatives of the Local Union before the equipment is placed in operation. Any objections of the Union will be carefully reviewed before commencement of the operation with the new equipment. If any such objections or grievances are not resolved, the station may take whatever moves it considers necessary and the Union may take the matter up under the grievance and arbitration provisions of this Agreement. The Corporation shall endeavor to give two (2) weeks notice, in writing, prior to placing new equipment into operation and of any significant changes in established methods of operation.

Section 5.2(d)

It is agreed that any information and/or instructions for broadcast, which have been collected, inputted or processed in the memory of any non-engineering computer system(s) may be transferred as digital information and/or instruction by direct connection to the computer systems and the internal memory of the technical equipment covered by this Agreement. Such transfer of data may occur provided a NABET Employee or Employees shall control the output of such technical equipment for on-air presentation.

Section 5.3(a)

Remotes: Subject to Section 5.1(c) and 5.4, the Corporation agrees NABET has jurisdiction for professional broadcast remotes for news and programming via microwave or satellite or for professional video recording. This requirement shall not apply beyond a radius of ninety (90) air miles from the City of Cleveland. Remotes involving MMJ equipment and the use of the internet for transmission are non jurisdictional.

Section 5.3(b)

A remote broadcast is hereby defined as any program which originates outside the studios of WKYC.

Section 5.3(c)

Where the remote broadcast described above originates beyond a radius of ninety (90) air miles from the City of Cleveland, the Corporation, at its option may send a member of the bargaining unit or employ a qualified broadcast technician near the point of origination. This shall not apply to broadcasts of national importance originating from a basic national outlet.

Section 5.3(d)

~~When a remote broadcast is to be made of a civic or political event, manning of the event may be on a pool or rotating basis. Further, should a situation arise where limitations on the numbers of news crews be imposed by the news source (persons[s], officials or agencies that may have the authority to impose such restrictions) on any type of event, a pool feed may be utilized.~~

Section 5.4

The station shall have the right to subcontract any work to which employees are entitled under this Agreement. However, no bargaining unit member on the staff as of June 1, 2006 shall be laid off during the term of this Agreement as a direct result of subcontracting pursuant to this section.

Section 5.5

Employees may be required to perform limited directing duties (e.g. hourly news updates) at the discretion of the Corporation. Initiating the switching of audio and visual sources in Master Control is not to be construed as directing duties.

Section 5.6

In instances where mutual consent is established between the Corporation, the Union and the Employees involved, Employees may be required to perform work not falling within the purview of this Article, provided that while performing such work all terms of this Agreement shall apply and be binding.

Section 5.7

Engineering management may perform any work normally assigned to bargaining unit employees, but it is understood that such flexibility will not have a dramatic impact on the bargaining unit.

Section 5.8

Notwithstanding any other provision of this agreement, non-linear editing equipment in the WKYC-TV newsroom may be operated for basic editing and review by non-unit employees. Also, transfer of editing files to playback or storage servers is also included. Editing shall not become the primary duty of any Non-bargaining unit employees listed above.

Section 5.9(a)

Notwithstanding any other provision of this agreement any equipment at WKYC-TV studios which is not in Master Control or Room I may be operated by non-unit personnel for creative or review purposes only. Only during periods when control room staff are not working in control room A or B will non-unit personnel be able to operate equipment in control room A or B for such creative and review purposes. Switching to final product or air will be done by bargaining unit employees.

Section 5.9(b)

Nothing in this agreement shall prevent the Company from contracting with outside Entities for the use of its facilities for specific purposes (i.e. sports, short term non-news programming, commercials, promotions and specials). Staffing of special large productions will be addressed on a case-by-case basis. Unless the customer insists on using its own technical crew, the Company will use as many qualified NABET unit members as possible without disrupting normal operations before outside personnel are used.

ARTICLE VI **EMPLOYEES**

Section 6.1

Any new Employees hired for staff shall be on probation for the first ninety (90) days of employment. If after a fair trial, the Corporation believes such probationary Employee is not qualified for the position to be filled, the Corporation may, during such probationary

period, terminate the employment of such Employee upon one (1) week's notice and such termination shall not be reviewable by the Union and not subject to the procedures outlined in Article XVI. During the period of probation, the Employee shall work under the conditions provided in this Agreement. Upon completion of the probationary period, the Employee shall become a staff Employee. Such probationary period may be extended by mutual agreement between the Corporation and the Union.

Section 6.2(a)

The term "Staff Employee" is an Employee who has been hired as a full-time Employee and has completed the probation period as defined in this Article. If a part-time or temporary Employee becomes a Staff Employee, his/her accrued sick time and vacation time shall carry over.

Section 6.2(b)

The term "Temporary Employee" is an Employee hired for illness, vacations, leaves of absence or for short-term nonroutine requirements, programs or sports remotes. The number of "Temporary Employees" employed at any one time shall be limited to the number of Staff Employees on leave for illness, vacations, leaves of absence or the number determined by the Corporation for short term non-routine requirements, programs or remotes. Temporary Employees will receive credit for total time worked for seniority purposes should they become a "Staff employee".

Section 6.2(c)

Part-time employees may be employed to meet the Corporation's needs. A part-time employee will receive time and one half (1-1/2) for any hours worked in excess of eight (8) hours in one day. Part-time employees will receive credit for total time worked for seniority purposes should they become a "Staff Employee". A part-time employee shall have a regular posted schedule and shall be subject to overtime and penalty provisions described in this agreement, including lunch provisions when they work more than five (5) hours in a workday. Part-time employees shall have a minimum four (4) hour call. No part-time employee shall be used if there is a "Staff Employee" on layoff. No fulltime employee may be reduced to part-time status. A part-timer who averages twenty hours per week for ninety days will have health coverage under the company plan on the same basis as a full-time employee for not less than the following ninety days. There will be no limit on the number of part-time employees.

Part-time and temporary Employees will be paid in accordance with Section 19.2.

Section 6.2(d)

A "Temporary" or "Part-time" Employee will accrue vacation and be paid when sick at the rate of one (1) day for each twenty (20) days worked. Days worked need not be consecutive in order to receive credit. It is hereby agreed that the Corporation will pay to such Temporary or Part-time Employee any such sums due upon request or on an annual basis.

Section 6.2(e)

Sick leave for Temporary or Part-time Employees will be granted in accordance with the above formula. However, it is mutually agreed that payment for sick leave will be made only when the Temporary or Part-time Employee is ill on the scheduled workday. If employed continuously for more than one (1) month, one (1) week's written notice of termination is required. Dismissal pay shall not apply to Temporary or Part-time Employees.

ARTICLE VII
SENIORITY

Section 7.1

All employees shall begin to accrue seniority within their assigned group on their original date as a staff employee. For the purpose of determining the seniority of two or more Staff Employees employed on the same day and same job assignment, the order in which tours of duty were assigned will determine respective positions on the seniority roster of the Corporation. Temporary Employees shall not accrue seniority for lay-off purposes. Should a Temporary Employee become staff, seniority shall begin as per Section 6.2(b).

Section 7.2

Nothing in this Agreement shall be construed so as to affect present seniority of any Staff Employee. Seniority as defined in this Article shall control choice of vacation, layoff and/or rehires within group assignments.

Section 7.3

The voluntary resignation of any Staff Employee after the date of this Agreement shall, after such resignation has been accepted and after all the other provisions of this Agreement covering dismissal have been met, immediately terminate all accrued seniority. If such Employee is re-employed by the Corporation at any future date, seniority status shall be that of a new Employee. This provision also applies to any Employee discharged for just cause.

Section 7.4

Any Staff Employee receiving a leave of absence or being laid off by the Corporation shall have the same seniority status upon reemployment as was credited at the beginning of leave or lay-off.

ARTICLE VIII
HOURS OF WORK - DAYS OFF - WORK SCHEDULES

Section 8.1

~~Six (6) consecutive hours up to ten~~ ~~Eight (10)(8)~~ consecutive hours, excluding a half-hour unpaid meal period, shall constitute a workday. Forty (40) hours within five (5) workdays shall constitute a workweek. Work in excess of ~~eight (8) hours per day or forty~~ ~~forty~~ (40) hours per week shall be considered overtime and paid at those rates set forth in this Agreement. The five (5) days in each workweek shall ~~not necessarily be consecutive, but shall~~ be separated by two (2) consecutive days off within a workweek. The workweek shall begin at 12:01 am on **Sunday** and end at 12 midnight on **Saturday**. It is agreed that **Saturday**, the end of the workweek and **Sunday** the beginning of the next workweek shall be considered as being consecutive days off. Changes in length of an employee's regular scheduled work shifts shall be made for business needs and shall not be arbitrary or capricious.

Section 8.2(a)

A day off shall consist of twenty-four (24) consecutive hours preceded by twelve (12) hours of rest. Two days off shall consist of forty-eight (48) consecutive hours preceded by twelve hours of rest.

Section 8.2(b)

Should an Employee start his next regular daily assignment before less than twelve (12) hours have elapsed since the end of his previous regular daily assignment or start the first regular assignment of his new workweek before sixty (60) hours have elapsed since the end of his previous weekly assignment, such Employee shall receive penalty pay at one-half (1/2) his regular straight time hourly rate in addition to his regular straight time pay for all hours worked during his rest period prorated in one-quarter (1/4) hour segments. This penalty shall not apply when the reduction in rest is caused by an overtime assignment.

Section 8.3(a)

The work schedule for the Employees will be posted on Friday for a minimum of seven (7) days in advance.

Section 8.3(b)

If an Employee's hours are changed on a permanent basis with less than seven (7) days notice, such Employee shall receive an additional one-half time for those hours worked which did not appear on his previous schedule until such seven (7) days notice has elapsed.

Section 8.3(c)

An Employee's schedule may be changed on a temporary basis forward or backward in time a maximum of two (2) hours if the Employee is notified prior to the end of his/her shift on the day prior to the day in question. If such notice is not given prior to the end of the shift on the day prior, the Employee will receive additional one-half (1/2) time for those hours that move his/her start forward or backward from their original schedule. This section will not be applicable to overtime scheduled prior to the start of an Employee's regular shift.

Section 8.3(d)

An Employee's days off shall not be changed on less than seven (7) days notice from that of the posted schedule without the Employee's consent and upon payment of time and one half for all hours worked on the previously scheduled days off.

Section 8.4

The Corporation agrees to schedule adequate overlap of five (5) minutes for all relieving of personnel to provide proper instructions to the relieving engineer on all continuing operations.

ARTICLE IX **MEAL PERIODS - PENALTIES**

Section 9.1 (a)

An unpaid meal period of thirty (30) minutes will be scheduled in ~~addition to the eight (8) hour~~ workday as defined in section 8.1. Employees other than news photographers will have their lunch scheduled between the third and the sixth hour of their shift. News photographers will eat as the opportunity presents itself, ~~although the time period requested is subject to approval. The past practice of taking meals at the end of shift is not guaranteed to continue but can be granted when work assignments allow.~~

Section 9.1(b)

~~In the event an Employee's meal period is not given between the beginning of the third hour and the end of the sixth hour or is missed entirely, the Employee will receive forty-five (45) minutes at one-half (1/2) times their straight time hourly rate. Should an Employee miss a portion of their lunch period due to unforeseen circumstances or it falls outside of the lunch window described above, they will be paid at their half time (1/2) rate in fifteen minute segments for each fifteen minutes missed. No penalty shall be paid when a scheduled lunchtime is moved as long as it is given within the lunch window.~~

Section 9.1(c)

If an Employee is scheduled or continues to work beyond ~~their regular eight (8) hour a 10~~ hour shift, a second unpaid lunch of thirty (30) minutes will be given. ~~before the end of~~ four (4) hours of overtime work. If work continues thereafter, a one-half (1/2) hour unpaid lunch will be given in each five (5) hour period until the Employee is relieved of duty. ~~If the half (1/2) hour paid lunch is missed, the Employee will receive a meal allowance of ten (10) dollars for each meal period missed.~~

ARTICLE X **OVERTIME**

Section 10.1(a)

The Corporation will not require an Employee to work overtime if there is another qualified Employee available. An Employee shall not be required to work on more than one (1) of his/her two (2) consecutive days off. The Corporation has no desire to force overtime work on any Employee who would prefer not to perform it, however, in those instances where because of another Employee's illness or failure to report to work or for maintenance purposes essential to maintain on-air programming, the Corporation may require overtime work when there is no other qualified Employee available to perform the work.

Section 10.1(b)

Overtime on a day off shall require seventy-two (72) hours advance notice to the Employee and shall not be canceled without at least forty-eight (48) hours notice to the Employee. Failure to give the seventy-two (72) hours advance notice will relieve the Employee of any obligation to work overtime.

Section 10.2

Hours in excess of the work ~~week~~ day as defined in Section 8.1 of this Agreement will be considered overtime and will be compensated at time and one-half (1-1/2) the Employee's regular rate, whether such overtime occurs before the beginning or after the end of the Employee's scheduled shift. ~~except hours in excess of four (4) overtime hours scheduled in advance shall be compensated at a double time (2x) rate.~~

Section 10.3(a)

Employees shall be paid one and one-half (1-1/2) times their straight time hourly rate for all hours worked on a regularly scheduled day off. Minimum call on an Employee's regular day off shall be a minimum of four (4) hours.

Section 10.3(b)

If an Employee has worked his/her first day off in the workweek and then works on their second day off, they will be compensated at a double time rate (two [2] times the Employee's regular straight time hourly rate) for all hours worked.

□

Section 10.3(c)

An Employee may be called back to work after leaving the premises for a minimum of four (4) hours after completing his/her regular scheduled day's assignment. The Employee will be paid for these four (4) hours at one and one-half (1-1/2) times their

regular straight time hourly rate.

Section 10.4

~~Under no circumstance will an Employee receive accumulated overtime and penalties for any hours worked that exceed two (2) times the Employee's regular straight time hourly rate of pay, excluding night differential pay and holiday pay.~~

~~There shall be no pyramiding of any overtime or premium pay including weekly overtime, and seventh day premiums.~~

ARTICLE XI
VACATIONS

Section 11.1

~~Each staff Employee shall be allowed an annual vacation with pay as follows:
TO BE EFFECTIVE JANAUARY 1, 2010~~

~~The company vacation policy allows vacation in the same year in which it is earned. The vacation year is the calendar year. Vacation time cannot be carried from one year to the next, and is not paid if not used within the calendar year it is accrued.~~

~~From date of hire until their first January 1, full-time staffers earn one day for every 20 days worked, maximum ten days.~~

~~In subsequent years, vacation eligibility is as follows:~~

<u>SERVICE</u>	<u>MAXIMUM ANNUAL VACATION</u>
FIRST through THIRD January 1 after date of hire (1 day for every 20 days worked, 10 maximum days)	10 days (80 hours)
FOURTH through NINTH January 1 after date of hire (1 day for every 15 days worked, maximum 15 days)	15 days (120 hours)
TENTH through TWENTY-FOURTH January 1 after date of hire (1 day for every 10 days worked, maximum 20 days)	20 days (160 hours)
TWENTY-FIFTH January 1 and beyond (1 day for every 8 days worked, maximum 25 days)	25 days (200 hours)

~~(A) — Each staff Employee employed for more than one (1) year but less than three (3) years shall receive an annual vacation of two (2) weeks.~~

~~(B) — Each staff Employee employed for more than three (3) years but less than~~

~~five (5) years shall receive an annual vacation of three (3) weeks.~~

~~(C) — Each staff Employee employed for more than five (5) years but less than fifteen (15) years shall receive an annual vacation of four (4) weeks.~~

~~(D) — Each staff Employee employed for more than fifteen (15) years shall receive an annual vacation of five (5) weeks.~~

Section 11.2(a)

Vacations shall be scheduled by the Corporation with due regard to the choice of Employees according to seniority, but not so as to interfere with the operation schedules of the Corporation. The Union recognizes the Company's right to limit the number of people off for vacations due to sweeps, etc. Departmental vacation preference schedules for ~~five~~ six groups (Group 1, 2; Group 3, 4; Group 5; Group 6) will be posted by the Corporation, after consultation with a local vacation committee, on October 1st of each year. The vacation committee, comprised of department supervisors and bargaining unit members, will consider the Corporation's scheduling needs during the February, May and November rating periods when the vacation selection grids are compiled. An Employee shall list a vacation preference no later than December 15th. The individual waives seniority and may not displace another Employee who has already posted a preference by the December 15th deadline.

Section 11.2(b)

Vacations shall be given between January 1st and December 31st of each year.

Section 11.2(c)

Employees may elect to reserve one week of their vacation to be used on a day-at-a-time basis provided that the taking of a particular day off is agreed upon by the Corporation and that the request for such day is made at least two (2) weeks in advance of the day requested. Provided further that if the Employee does not use or schedule his/her vacation days so reserved by October 1 of each year, the Corporation may schedule the remaining days prior to the end of the year.

Section 11.3(a)

Pay for vacation periods shall be computed on the basis of a 40-hour work week, and shall be paid on the payday preceding or the payday following the vacation as the Employee shall at the time elect; provided that the Employee must give the Corporation three (3) week's notice if the individual desires vacation pay preceding the vacation. Upon proper request, Employees shall receive full vacation pay on or before the Employee's last regular workday prior to going on vacation.

Section 11.3(b)

Vacation periods shall be consecutive unless otherwise mutually agreed upon. Employees shall have choice of vacation periods in order of total NABET employee-seniority regardless of Group assignment with the Corporation. Nevertheless, if seniority dictates that two or more employees within the same work group are eligible for vacation at the same time, and both employees elect to vacation at the same time, the company may dictate that the employee with least seniority select another non conflicting date(s). If an Employee chooses to split his/her vacation, the first portion of that vacation will be chosen in order of seniority. This will exhaust all rights in connection with vacation preference selection by seniority until all Employees have selected first vacation preferences, either for the whole vacation taken at one time or the first part of a split vacation. Choice of succeeding vacation weeks and/or split vacation weeks will be made by seniority following the same procedure outlined in this section. The selection of vacations from the posted vacation schedule must be made by each Employee within two (2) regular work days either in whole or part as provided for above. If such Employee fails to choose within the allotted time of two (2) regular working days, all rights to selection by seniority will be exhausted for that round unless the Employee is incapacitated by illness or injury or is away on vacation. An Employee's vacations will start on the first day following the Employee's regularly posted days off and shall end following the Employee's regularly posted days off.

11.3 (c)

In addition to vacation earned as of January 1, 2009 (and each year thereafter for the term of this CBA) all previously accrued vacation is to be taken on a equal annual basis prior to 6/1/2012. Example. An employee earns 3 weeks of vacation because he has been with the company for 5 years as of January 1, 2009 . He has also accrued three weeks of unused vacation from the prior years of service. During 2009, 2010 and 2011, the employee shall be given 4 weeks of vacation i.e., his earned vacation plus 1/3rd of his accrued vacation.

Section 11.4(a)

~~Length of service for vacation purposes shall be determined as of January 1 of each year. For those Employees that become eligible for an additional week's vacation as described in Section 11.1 during the vacation year, such week may be taken after that service date is reached in the vacation year.~~

Section 11.4(b)

No Employee may be recalled to duty for any reason during his/her vacation period without his/her consent and no Employee will be required to work on his/her days off preceding or contiguous with such vacation period.

Section 11.5(a)

~~Any staff Employee having less than one (1) year in the employ of the Corporation, will accrue vacation of one (1) day for each full month, provided, however, no staff Employee shall receive vacation in excess of that outlined in Section 11.1(a). In no event shall an Employee take his/her accrued vacation prior to January 1 of the following year.~~

Section 11.5(b)

~~In the event of termination of employment for any reason, the Employee will be paid for any unused vacation earned as of the last January 1 but not yet taken during the current vacation year. In addition, such terminated Employee will be paid pro-rated accrued vacation computed for the period between the last January 1 and the date of termination.~~

**ARTICLE XII
HOLIDAYS**

Section 12.1(a)

It is hereby agreed that six (6) ~~double-overtime~~ time holidays are established:

1. January 1
2. Memorial Day
3. July 4
4. Labor Day
5. Thanksgiving Day
6. December 25

Section 12.1(b)

If an Employee covered under this Agreement works any of these Holidays, additional $\frac{1}{2}$ ~~time~~ be paid for all time worked. This shall be in addition to any other premiums involved. ~~Employees who are scheduled to work any of the six (6) holidays may work for time and one-half for all hours worked or work such holiday for their regular straight-time pay for a regular workday and select an alternate day off with pay. The scheduling of the alternate day off shall be my mutual consent of the Company and the employee. A decision to deny this day off shall not be arbitrary or capricious. If any staff Employee is excused from duty on one of the six (6) above mentioned Holidays, his/her week's salary shall not be reduced.~~

Section 12.1(c)

Should a holiday fall on a scheduled day off, or a vacation day fall on a holiday, the Employee will be given another day off.

**ARTICLE XIII
LEAVE OF ABSENCE - SICK LEAVE**

Section 13.1 (a)

Any staff Employee may apply to the Corporation for a leave of absence for good cause, without pay, for a period not to exceed six (6) months and such application may be granted by the Corporation. The Employee and the Union shall be furnished a signed copy of the approval of such leave. Upon return, the staff Employee shall be re-employed in his/her former position or in a position similar to the one he/she held at the time the leave commenced. If the leave is not to exceed six (6) months, the Employee shall continue to accrue seniority during such leave. If the leave of absence exceeds six (6) months, the Employee shall return to work with the amount of seniority he/she held at the time he/she began the leave, except the Employee shall continue to accrue seniority beyond the six (6) month period if the leave is for illness or disability. During an unpaid leave the Employee will not receive or accrue any economic benefits.

Section 13.1(b)

Each staff Employee shall be granted three (3) paid days of personal leave per contract year, provided the Corporation is notified ten (10) days in advance of such leave in writing. Such leave shall not be used for the purpose of working for another broadcast related employer. The Corporation reserves the right to limit the number of Employees granted personal leave on any given day as the needs of the business require. Every reasonable effort will be made to accommodate personal day requests, especially for significant family commitments, but the parties understand that requests may be denied under the following circumstances: other qualified bargaining unit employees not available to fill in (for reasons such as sick leave, short term disability, vacation, personal days, employees refusal to work); and production and news staffing requirements including special productions. Requests will be granted on a first come first served basis. The Company will not deny a request solely because it would require the payment of overtime or some other monetary penalty.

Section 13.2

Any staff Employee selected for a position with the Union which takes the Employee away from work with the Corporation shall upon written request from the Union, receive a leave of absence for the period of service with Union. Upon returning, the staff Employee shall be re-employed in the position held prior to beginning the leave of absence or work generally similar to that engaged in at such time, with full seniority status prevailing for the period that such staff Employee was on leave. The approved grant of such leave, signed by both the Corporation and the Union, shall be furnished by the staff Employee. The staff Employee must apply for reinstatement within thirty (30) days after leaving the employment of the Union.

Section 13.3(a)

A staff Employee who is compelled to be absent from work temporarily due to legitimate illness or disability and who has had at least ninety (90) days of continuous service as of the date of such illness or disability, shall receive full pay for the period of illness or disability not to exceed ~~ten (10)~~seven (7) days in any calendar year. The Corporation may, at its discretion require satisfactory medical evidence or a physician's certification as to the existence or continuance of the Employee's illness or disability beyond the first three

(3) days of such absence. Satisfactory medical evidence or a physician's certification shall be provided in the event an individual claims sick pay and has either exceeded the average number of sick days for an employee of the station or there is other evidence of abuse. The Company may waive this provision and the employee will have reasonable time to provide medical evidence.

Section 13.3(b)

~~In addition to the ten (10) working days of paid sick leave credited to the Employee in the current calendar year, an eligible staff Employee shall accumulate credit from year to year for paid sick leave accrued in any prior calendar year or years to a total of twenty (20) days of accrual. The maximum paid sick leave, including the current year credit, for an eligible staff Employee is thirty (30) days in any calendar year. The Corporation shall keep the Employee's position open and consider seniority for all purposes to be uninterrupted for one (1) year.~~

Section 13.3(c)

An Employee whose spouse, child or parent has a serious illness (defined as an illness requiring hospitalization or one that is life threatening) may utilize unused or accrued vacation time, day-at-a-time vacation days, or the three (3) paid personal leave days outlined in Section 13.1(b) above for such serious illness leave.

Section 13.4(a)

In the event of a death in the Employee's immediate family, a staff Employee shall be granted a leave of absence, with pay and without loss of seniority, for a period of three (3) days. For the purpose of this section, immediate family is defined as spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, step children and the Employee's grandparents or grandchildren. The Corporation may request verification of the Employee's relationship to the deceased.

Section 13.4(b)

The Corporation reserves the right to consider individual cases of absence in excess of three (3) days where such is occasioned by the death of a member of the immediate family of the Employee, on their merits, and if a particular situation warrants granting such time off or excess time off without reduction of pay, the Corporation may do so without such action constituting a precedent to govern its action in the future with respect to the same or any similar situation. Upon each such occasion, the Union agrees that if it is requested by the Corporation, it will indicate in writing that such action constitutes no precedent.

Section 13.5

In the event an Employee is required to be excused from work to serve on a jury of any

court of law or equity, there shall be no loss of base pay to the individual; the Corporation agrees to pay said Employee during any period of compulsory jury duty. The Corporation may request the court to excuse any Employee from jury duty if, in the Corporation's opinion, such duty would cause the Corporation undue hardship.

Section 13.6

In the event a national emergency is proclaimed, any staff Employee who enters or has entered the Armed Forces of the United States, shall upon honorable discharge, be entitled to be re-employed by the Corporation upon thirty (30) days notice, provided application for reemployment is made in person within ninety (90) days after such honorable discharge. When any staff Employee is so re-employed, the period of service with the Armed Services as specified in this section shall be included in determining seniority rights.

ARTICLE XIV **LAYOFFS - RECALL**

Section 14.1(a)

Should it become necessary for the Corporation to lay off a staff Employee for any reason, such as, but not limited to, reduction in live programming or reduction of air time, the Corporation, in its sole discretion, shall determine the number of Employees to be laid off. If such layoff shall be confined solely to temporary employees, the Corporation shall have the absolute right of selection among such Employees, If such layoff involves both temporary and staff Employees, the Corporation shall lay off all temporary Employees and then lay off staff Employees by group in inverse order of seniority as defined elsewhere in this Agreement.

Section 14.1 (b)

When layoffs of Employees are to be made, the Corporation may offer layoff status to more senior Employees on a voluntary basis. Employees will be advised as to the nature of the layoff, the expected duration of the layoff whether permanent or temporary and the number of layoffs available. The Corporation shall retain the right to limit the number of voluntary layoffs so offered.

Section 14.1(c)

The Corporation shall give any staff Employee ~~four (4)~~ two (2) weeks notice in writing of any such layoff or ~~four (4)~~ two (2) weeks pay at the Employee's normal rate in lieu thereof, and on the effective date of layoff, grant the Employee a service letter and severance pay in consistent with severance or post-termination pay allowed at the time for non-bargaining unit employees, accordance with the following schedule, in addition

~~to any accrued and unused vacation
pay~~

0 – 6 months	1 week's pay
6 months to 12 months	2 weeks' pay
12 months to 18 months	3 weeks' pay
18 months to 24 months	4 weeks' pay
24 months to 30 months	5 weeks' pay
30 months to 36 months	6 weeks' pay
36 months to 42 months	7 weeks' pay
42 months to 48 months	8 weeks' pay
48 months to 60 months	14 weeks' pay
60 months to 72 months	16 weeks' pay
72 months to 84 months	18 weeks' pay
84 months to 96 months	20 weeks' pay
96 months to 108 months	22 weeks' pay
108 months to 120 months	24 weeks' pay
120 months to 180 months	26 weeks' pay

Section 14.1(d)

In the event of anticipated layoffs, the Corporation may negotiate with the Union an incentive over and above regular severance pay to be given to any Employee the Corporation selects in consideration of the Employee's accepting a voluntary layoff out of seniority. The Employee shall have the right to be present at the negotiations and to be informed of the status of such negotiations and any offers made by either party. The Union will not reject an incentive offer which the Employee is willing to accept.

Section 14.1(e)

If, pursuant to the provisions of this Section(s) 14.1, a layoff is dealt with as a grievance and it is subsequently determined that the Employee has been unjustly laid off, the Corporation shall reinstate such Employee. Upon reinstatement, such Employee shall be paid straight time wages at the applicable rate for the period of time the Employee was removed from the payroll. However, the amount of such back pay shall be reduced by the amount of any dismissal/severance pay such Employee may have received, and if the dismissal/severance pay exceeds the back pay, the Corporation may apply the excess against the Employee's subsequent earnings.

Section 14.2

In the event a vacancy exists in a workgroup at the time of a lay off, any Staff Employee who is otherwise to be laid off and who, in the opinion of the Company, is competent to perform the duties of the open position, shall be offered employment in the open position. If more than one such person to be laid off is competent to perform the duties of an open position, offers shall be made by overall company seniority.

In the event any vacancy occurs in a workgroup, any staff Employee previously laid off by the Corporation in that work group shall be offered reemployment in the order of seniority within his work group. Additionally, the Company can offer reemployment to a different workgroup, if in the opinion of the company, the employee is capable of performing the duties of the new workgroup.

Decisions made by the company on employee competencies and capabilities shall not arbitrary or capricious.

Upon reemployment, such Employee shall be considered a new Employee for all purposes except Sections 13.3(a) and 13.3(b). The laid off staff Employee shall be offered reemployment to fill the vacancy by letter addressed to the Employee's last known address by registered mail, a copy of which shall also be mailed to the Union. Failure of the laid-off Employee to accept such reemployment within a period of two (2) weeks after mailing and to report to work within two (2) weeks thereafter shall relieve the Corporation of further obligation to offer reemployment to the Employee.

ARTICLE XV **GENERAL - WORKING CONDITIONS**

Section 15.1

In scheduling watches and in assigning work tasks, the Corporation will refrain from imposing an unreasonable work burden on any Employee. If an Employee believes an unreasonable work burden is being imposed, the Employee may take this up as a grievance under the provisions of Article XVI, Grievance and Arbitration.

Section 15.2

~~Errors resulting from an Employee functioning in a dual capacity while on duty shall not be charged against the Employee's record.~~

Section 15.3

The Corporation shall furnish all tools and equipment necessary for the installation, repair and/or maintenance of all equipment.

Section 15.4

The Corporation recognizes the right of Employees to relief periods.

Section 15.5

In the event the Corporation institutes technological changes in the operation because of the introduction of new processes, equipment, devices or the remote control of any transmitter, affected staff Employees shall be given opportunity to advance their skills through training or further education provided by the Corporation.

Section 15.6

For the purpose of this Agreement, an Emergency shall be defined as a condition that is not controllable by the Corporation.

Section 15.7

A training committee will be established which will be composed of two (2) Union appointed representatives and two (2) Company appointed representatives which will plan and implement training opportunities for unit seniority Technicians. The committee will meet on a regular basis at the request of either party.

ARTICLE XVI **GRIEVANCE - ARBITRATION**

Section 16.1

A grievance is any dispute, complaint or question involving the interpretation, application or performance of the terms and provisions of this Agreement initiated by either the Union or the Corporation. The parties shall attempt to resolve all grievances with the grievance procedure contained in this Article.

Section 16.2(a)

The parties shall attempt to resolve all grievances at an informal conference between a representative of the Corporation and a representative of the Local Union. Any grievance resolved at any informal conference shall be reduced to writing and submitted to both parties for approval or further process.

Section 16.2(b)

Any grievance not resolved at such informal conference shall be reduced to writing and presented to the receiving party within thirty (30) calendar days of the date of the alleged violation, unless the grieving party could not have reasonably discovered the alleged violation within such period. Such grievance shall state the known particulars and details of the grievance including the provision(s) alleged to have been violated and the remedy requested, together with a request for a formal grievance conference.

Section 16.2(c)

Within ten (10) calendar days of the presentation of the written grievance, the parties shall meet in a formal grievance conference between representatives of the Corporation and the designated Union Steward or other authorized designee of the Local Union. Results of this Section 16.2 (c) formal conference shall be reduced to writing and attested to by both the Corporation and the Union Representative.

Section 16.2(d)

If any grievance is not resolved in the formal grievance conference as outlined in Section 16.2 (c), a representative of the grieving party may make a written request to the other party of its desire to mutually select an impartial arbitrator within fifteen (15) days following the last day of their conference for the purpose of resolving the grievance.

Section 16.2(d)(i)

Saturdays, Sundays and holidays shall be excluded from meeting and appeal periods specified in Section 16.2(c) and Section 16.2(d) of this grievance procedure. Meeting and appeal periods of these two (2) sections may be extended by mutual agreement of the parties.

Section 16.2(e)

In the event a grievance is processed to arbitration, the award of the arbitrator upon any grievance subject to arbitration as herein provided shall be final and binding upon the parties, provided that no arbitrator shall have the authority to add to, detract from, or in any way alter the provisions of this Agreement.

Section 16.2(e)(i)

If the parties are unable to agree on an arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of names from the Service's panel from which an arbitrator may be chosen. No arbitrator shall be appointed by the Service who has not been approved by both parties.

Section 16.2(e)(ii)

Should the parties be unable to agree on an arbitrator from the list supplied by the Federal Mediation and Conciliation Service, each party, beginning with the Union, shall alternately strike one name off the list until such time as only one name remains. The remaining arbitrator shall be deemed the selected arbitrator and shall decide the grievance.

Section 16.2(e)(iii)

Cost of any arbitration expense including the arbitrator's fee and other administrative fees shall be borne equally by the parties. The cost of the witnesses and other expenses shall be borne individually by the parties.

Section 16.2(f)

In no event shall the Corporation be liable for back pay for any period in excess of thirty (30) days prior to the time a grievance is presented to the Corporation, or prior to the date the grieving party could have reasonably discovered the alleged violation, as provided in Section 16.2(b) of this Article.

Section 16.3

Authorized representatives of the Union shall be allowed access at reasonable hours to the premises of the Corporation or to any remote site where members of the Union are employed under this Agreement in order to inspect or investigate operations of the Corporation for compliance with the terms and conditions hereof. This provision is not to be construed so as to permit investigation of the Employer's financial or confidential records.

ARTICLE XVII
SAFETY

Section 17.1(a)

The Corporation shall take all steps necessary to reduce potential safety problems.

Section 17.1(b)

The Corporation and the Union, recognizing their vested interest in the safety of all employees, agree to investigate safety problems raised by Employees.

Section 17.2(a)

The Corporation acknowledges that in the course of covering the news, situations may arise where conditions become potentially injurious or life threatening. In such cases the Corporation will carefully assess any potential risks involved in covering the news and will not require any Employee to cover news if there is a clear and apparent danger to the Employee's life or safety.

Section 17.2(b)

The Corporation also acknowledges that in the course of covering the news, Employees may be required to use methods of transportation other than automobiles, trains and commercial aircraft. In such cases, the Corporation will carefully assess any potential risks involved in such transport and will not require any Employee to use such transport if there is a clear and apparent danger to safety.

Section 17.3(a)

For reasons of safety, no Employee at any transmitter of one (1) KW or over will be permitted to do any transmitter work or after-hour testing, remodeling or maintenance, or

do any work during operating hours which requires working inside the transmitter enclosure unless in each case another Employee is present. In no case shall an Employee be assigned to work beyond the interlock of the protective relay system if such work requires the Employee to bypass the normal interlock function unless another Employee is present. During emergencies when trying to re-establish the on-air signal or during periods of testing or tower relamping, the other employee present may be the Chief Engineer or his/her designee.

Section 17.3(b)

If any Employee covered hereunder is requested and agrees to climb a tower, whether it be a radio or television tower, the Employee shall, in addition to any and all other compensation as provided for in this Agreement, receive twenty-five dollars (\$25.00) per day as hazardous duty pay. Nothing contained herein shall constitute a waiver by any Employee covered herein of any right or privilege provided by any applicable Workman's Compensation Laws.

ARTICLE XVIII
TRAVEL TIME - USE OF EMPLOYEE'S CAR

Section 18.1(a)

When an out-of-town assignment requires an Employee to remain away overnight, the Employee shall be credited with a minimum of one, eight (8) hour shift each day away. If the actual work in any one day exceeds eight (8) hours, the overtime provisions of Article X apply. If regular days off occur while the Employee is on an extended out-of-town assignment and no actual work is required on the days off, the Employee shall receive four (4) hours straight-time pay for the days off.

Section 18.1(b)

Employees shall not be credited for time used in reporting to and from work at any Location except as set forth. Thereafter they shall be credited with all time used during the day's assignments such as traveling between studios, remotes and other assignments. In the event an employee is called to at home and instructed to report to a spot news scene immediately, the employees will be "on the clock" as soon as he or she notifies the desk that they are in the news vehicle and rolling. In other than spot news situations if an employee is instructed to report to work at a remote location the employee will be "on the clock" for all travel time more than thirty minutes from the employee's home.

Section 18.2(a)

When travel is required by the Corporation, each Employee will be reimbursed for all travel and reasonable and necessary living expenses. No traveling expenses shall be allowed for reporting to or from work at the Employee's regular working place.

Section 18.2(b)

When the Corporation requests an Employee to use a personal car for transportation in connection with an assignment, the Employee shall be reimbursed for mileage per current Corporation Policy (IRS allowable limits) for travel necessitated, plus tolls and parking expenses. The minimum allowance for any day in which an Employee uses a personal car shall be \$4.00 exclusive of parking expenses and tolls.

Section 18.2(c)

~~No Employee shall~~ Employees may be obligated to use a personal car.

Section 18.2(d)

Employees will be reimbursed for expenses promptly upon submitting an expense report in form prescribed by the Corporation.

Section 18.2(e)

The Company may limit the practice of employees taking company vehicles home.

ARTICLE XIX
CLASSIFICATIONS - WAGES

Section 19.1 (a)

Wages will be paid on a bi-weekly basis.

Section 19.1 (b)

The rates of pay set forth in this Agreement are minimum rates and shall in no way be construed to mean that the Corporation cannot pay rates exceeding these minimum rates of pay if it so desires.

Section 19.1 (c)

Except in the case of temporary or part-time Employees, and supervisors, the rates of pay hereinafter set forth shall be based on length of service from the Employee's unit seniority date.

Section 19.2 (a)

Merit pay will be suspended for the term of this agreement.

~~Wages: All regular full-time bargaining unit employees who have received an overall rating of 2 (on a scale of 5) or higher shall receive a merit raise on their Unit Date in 2006, 2007, 2008, 2009, 2010 and until June 1, 2011. For employees rated 2 (on a scale of 5), said merit raise shall not be less than 1%. For employees rated 3 or higher (on a scale of 5), said merit raise shall be not less than 2%. For those employees rated 4 or higher (on a scale of 5), said merit raise shall not be less than 2 ½%. The Corporation shall continue to notify a steward designated by NABET of merit raises when they are approved.~~

~~**Temporary and Part-Time Employees:** All temporary and part-time employees who have received an overall rating of 2 (on a scale of 5) or higher shall receive a merit raise on the anniversary of their date of hire in 2006, 2007, 2008, 2009, 2010, and until June 1, 2011. For such employees rated 2 (on a scale of 5), said merit raise shall be not less than 1%. For employees rated 3 or higher, said merit raise shall be not less than 2%. For those employees rated 4 or higher (on a scale of 5), said merit raise shall not be less than 2 ½%. The Corporation shall continue to notify a steward designated by NABET of merit raises when they are authorized.~~

Minimum: Employees hired before June 13, 1999 shall be paid not less than the wage scale set forth in Sideletter #7. Employees hired after June 13, 1999 shall be paid not less than the rates set forth below. Employees shall be classified for pay purposes in the following classifications and the minimums for each classification shall be as follows:

Group I:
Camera

Videotape
Sat Acquisition
Audio
Robo \$600 per week

Group II:

MCR (Includes Ingest and Video)
Tech Director (switcher)/Director \$800 per week

Group III:

Photographer/Editor \$600 per week

Group IV:

News Editor/Rm 1 \$600 per week

Group V:

Maintenance \$800 per week

Group VI:

NABET MMJ \$600 per week

Current part-time and temporary employees will be paid the same which will be not less than the minimum above.

Section 19.2 (b):

~~The Corporation guarantees that it will not utilize the merit pay system to artificially lower the performance ratings of Bargaining Unit employees.~~

~~The Corporation also commits that the overall majority of Unit employees shall receive a merit rating of not less than a three (3).~~

Effective January 1, 2007 the Corporation agrees to conduct job performance appraisals within sixty (60) calendar days of such employee's Unit date, and the substantive, thoughtful completion of such employee's self review, whichever is later. The scheduling of a review "stops the clock." It is understood that a review may need to be rescheduled due to personal exigencies of the employee or the manager. The parties will observe a "common sense extenuating circumstances" exception.

Should the Corporation fail to perform the performance appraisals within the specified period, such employee will be awarded a one-hundred (\$100.00) dollar fee per month until such time as the performance appraisal is completed.

Section 19.3(b)

The appointment of supervisors (who shall be members of the Union) shall be at the discretion of the Chief Engineer and/or the News Director. Supervisors shall receive a fee minimum of \$30.00 per day in addition to their applicable work group rate. It shall

be the responsibility of supervisors to perform and delegate the performance of all engineering duties and to notify Employees of all regulations established by the Employer which are not in conflict with the terms of this Agreement. All other provisions of this Agreement affecting working conditions shall apply to supervisors.

Supervisors shall not have the right to hire or fire, but shall report to the Chief Engineer and/or the News Director, including but not limited to, any regulation infractions by Employees who fail or refuse to perform the work as requested, and any other work or performance related issues. The number of Supervisors shall be six (6); three per day in Air Operations (seven days); one each for Maintenance, EJ Field Operations and EJ Editing (Rm1) (five days).

Section 19.3(c)

Temporary Employees (whether daily or weekly) will receive no benefits except overtime and penalties as described in this Agreement and Article VI.

Section 19.3(d)

Part-time Employees will receive no benefits other than as described in Article VI.

Section 19.4

In addition to the weekly rates of pay provided for in Section 19.2, Employees assigned to work between the hours of one (1) AM and six (6) AM shall receive night shift differential pay in the amount of \$3.00 per hour for all such hours worked.

ARTICLE XX **INSURANCE AND OTHER BENEFITS**

Section 20.1

Regular full-time bargaining unit employees will be covered by the health insurance, life insurance, accidental death and dismemberment insurance, long-term disability insurance, and short-term disability plan on the same basis as employees not represented by a labor organization. Any changes (benefits, providers, and premiums) in such plans shall be on the same basis as for employees not represented by a labor organization. Either party may negotiate changes to any benefits in this Section in any successive collective bargaining agreement, but it is specifically understood that this "same basis as" practice will continue as a dynamic status quo until such time as a change has been made through negotiations.

Section 20.2

Bargaining unit employees will participate in the retirement plan for Multimedia, Inc. in accordance with the terms of the plan. Such plan may be modified or discontinued only to the extent permitted by ERISA. This section has been modified by the Memorandum of

Understanding dated 6/20/08 (Sideletter 14)

Section 20.3

Employees shall be eligible to participate in the Gannett 401(k) Savings Plan in accordance with the terms and conditions of the Plan without a company match. This section has been modified by the Memorandum of Understanding dated 6/20/08 (Sideletter 14)

Section 20.4

Employees shall be eligible for the Gannett Adoption Assistance Program.

Section 20.5

Employees shall be eligible for the Gannett College Tuition Reimbursement program.

Section 20.6

Regular full-time bargaining unit employees may participate in the Gannett Flexible Spending Plan on the same basis as employees not represented by a labor organization, which plan shall be fully compliant with the rules of the IRS.

ARTICLE XXI
MANAGEMENT RIGHTS

Subject to this Agreement, the Corporation reserves and retains exclusively all of its normal and inherent rights with respect to the management of the station whether exercised or not, including but not limited to its rights to determine, and from time to time, re-determine its method of operation; to discontinue conduct of its business or operations in whole or in part; to select and direct all Employees in accordance with the requirements determined by management; to determine whether or not and to what extent work shall be performed by Employees; to establish and change work schedules and assignments; or to layoff, terminate or otherwise relieve Employees from duty for lack of work or other legitimate business reasons; to make and enforce reasonable rules for the maintenance of discipline; to discipline Employees for cause; and otherwise take such other measures as management may determine to be necessary to the orderly, efficient and economical operation of the station.

ARTICLE XXII
GENERAL CONDITIONS

Section 22.1

The parties specifically recognize that compliance with the Americans with Disabilities Act ("ADA") may vary provisions of this Agreement and in such a situation, the

Company and the Union will discuss options for providing reasonable accommodation to disabled employees, provided however, that any final decision for resolution is reserved to the discretion of management.

Section 22.2

All employees who drive in the performance of their duties will be covered by the Company sponsored Vehicle Operator Clearance Policy, as amended.

Section 22.3

WKYC-TV, Inc. believes that providing assistance to any employee who is a user or abuser of drugs and/or alcohol is an important aspect of its policy to eliminate controlled substances from the workplace. The Company maintains health insurance resources and an Employee Assistance Program (EAP) for employees who need assistance in dealing with a drug and/or alcohol problem. In addition, the Company will provide such further assistance as it deems appropriate to further aid employees who are dedicated to putting a drug and/or alcohol problem behind them.

- (a) The Company, in cooperation with the Union, recognizes its obligation to provide an alcohol-free and drug-free work environment in the interest of employee safety, public safety and the preservation of the business. The Union agrees that the Company may require an employee to submit to an alcohol and/or drug test when the Company has a reasonable suspicion that such employee is using or under the influence of alcohol or drugs. Any employee who refuses to submit to an alcohol or drug test or refuses to sign a release for the results of such test may be subject to disciplinary action up to and including discharge. Such tests will be performed at the Company selected certified biomedical lab at Company expense.
- (b) An employee who has been tested for alcohol and/or drugs, and whose tests prove positive, will be provided an option for the first violation to enroll in an approved rehabilitation program or be subject to disciplinary procedure up to and including discharge. If an employee opts to enroll in the rehabilitation program, the employee must successfully complete the program in order to return to work.

Section 22.4(a)

Staff Employees may reach a period in their careers when 40 hours weekly employment is no longer desirable. In order for the Company to retain such individuals, and in recognition by the Company of the Employee's desires, job sharing may be an alternative. In this Agreement, job sharing shall be understood to be a form of regular part-time work in which two Employees voluntarily share the responsibilities of one full-time position.

Section 22.4(b)

Potential participants must submit a written proposal to their immediate supervisor which explains the names of the two participants, position affected, the proposed job sharing

schedule (hours & days) and starting date.

Section 22.4(c)

When one participant is on vacation, DATV, personal day or LOA, the remaining partner Employee will fill in. Sick days may be filled with Temporary Employees.

Section 22.4(d)

If one partner chooses to leave the arrangement and another voluntary partner cannot be found, the vacancy may be filled through normal hiring procedures.

Section 22.4(e)

If, after a period of time agreed upon by the remaining partner Employee and the Company, a replacement has not been found, the remaining partner will return to full-time status.

Section 22.4(f)

Acceptance of this program will be at the sole discretion of management. It is understood and agreed by the parties that acceptance or denial into this program is not subject to the provisions of ARTICXLE XVI, Grievance and Arbitration.

**ARTICLE XXIII
DURATION**

Section 23.1(a)

This Agreement supersedes all previous Agreements and understandings between the parties hereto, and constitute the entire contract between the Corporation and the Union.

Section 23.1(b)

Changes in, or amendments to the terms of this Agreement may be made at any time by mutual Agreement of the Corporation and the Union. When amendments or revisions are so made, they shall be reduced to writing and executed in the same manner as this Agreement.

Section 23.2(a)

Unless otherwise specified, this Agreement shall become effective on June 1, 2009 and shall remain in effect up to and including June 1, 2012. ~~except that either party may~~

~~reopen the contract on the second anniversary by giving written notice to the other party at least 60 days prior to said anniversary.~~

Section 23.2(b)

If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) day period prior to its termination.

This instrument contains the full and complete Agreement between the Corporation and the Union, and supersedes and voids all prior agreements, written or unwritten.
In witness thereof;

SIDELETTER #1

~~This is to confirm our understanding regarding NABET-CWA represented employees who on the date of sale were entitled to six (6) weeks of vacation.~~

~~The individuals listed below shall continue to receive six (6) weeks of vacation for as long as they are employed under the terms of the 1995—1998 NABET-CWA/WKYC-TV Agreement. The employees involved are:~~

~~M. D'Amato
J. Marinko
L. Baker
H. Kolbmann~~

SIDELETTER #2

This is to confirm our agreement regarding wage classifications and outlines the application of Article XIX.

~~All Group I Employees (as defined in Article XIX) will be paid at the applicable rate of pay per week, the Group II Employees (as defined in Article XIX) will be paid at the applicable rate of pay per week and the eight "five5 day a week" supervisors will be paid at the applicable Group rate and their supervisor ratefee per weekday for 5 days . The three "two day a week" supervisors will be paid at the applicable Group I rate for three days and thetheir supervisory ratefee for the two days that they work as a supervisor. These weeklysupervisor rates will apply only to the named Employees and not to any temporary replacement(s).~~

All weekly wages, except as outlined in the above paragraph, shall be paid to the Employees listed below solely upon their regular assignment and classification as indicated in this letter.

~~1. Studio Operations The following are the current classifications of Employees:~~

GROUP I **GROUP II**

Carter, Anjanelle	Albert, Gerard
D'Amato, Michael	Betke, Randy
Ermiler Fischer, Dawn	Dungey, James
Gage, Michael	Golston, Dana
Hamilton, Neal	Kubankin, John
Johnson, Jerauld	Kushman, David
Kazlauckas, Alan	Marinko, John
Kemejak, Arlene	Miller, James
McLaurin, Bruce	Schmucki, John
Montano, Jose	Seawall, Gary
Murphy, Carole	Smith, Charles
Naab, Robert	
Peterson, Glen	
Riethmiller, Donald	Ermiler Fischer, Dawn (2 Days)
Turrington, Herm	Riethmiller, Donald (2 Days)
Williams, Torris	

SUPERVISORS

Schmucki, John	(5 Days per terms of Agreement)
Hamilton, Neal	(5 Days)
Kazlauckas, Alan	(5 Days)
Turrington, Herm	(4 Days)
Naab, Robert	(2 Days)

~~Sulzmann, Kimberly~~
~~Zaremba, Michael~~

Group III

~~Coffey, Timothy~~
~~Genovese, Thomas~~
~~Harris, Michael~~
~~Smilor, Mark~~
~~White, Randy~~
~~Wodek, Darlene~~
~~Wolf, Barry~~

Group IV

~~Himmelright, Raleigh~~

Group V Supervisor

~~Edwards, Elwood~~ (5 Days)

Work Groups effective 6/1/09

Group 1:
Camera
VideoTape
Sat Acquisition
Robo
Audio

Bob Keyes 7/23/79
Bruce McLaurin 2/13/81
Mike Gage 11/26/84
Dan Keefe 3/12/90
Brian Behler 10/23/95
Dana Golston 12/6/95
Jose Montano 12/24/95
Mike Zaremba 4/29/96
Raleigh Himmelright 6/28/97
Sean Mulroy 8/26/99
Kim Dorsey 6/23/00

Group 2:
MCR (includes ingest and video)
Tech Director(switcher)/Director

Jim Dungey 4/1/74
Arlene Kemejak 2/4/77
Bob Naab 6/15/78
Jerry Albert 2/19/79
Jerry Johnson 8/20/90
Dawn Ermler 3/9/92
Herman Turrington 8/24/94
Chris Riethmiller 5/1/95
Darlene Wodek 11/1/06
Julia Borkosky 3/26/07
Laura Griggy ~~3/26/07~~ 4/14/07

Group 3:
Photographer/Editor

Dan Medsker 5/6/74
Mike Greene 3/5/84
Steve Pullen 6/18/84
George Payamgis 5/11/92
Chris Kunz 8/9/93
Mike Leonard 6/13/94
Brian Johnson 8/22/94
Dan Bowman 10/24/94
Derek LaBeaud 7/10/95
Pat Halsey 2/26/96
Craig Roberson 4/14/97
Shane Snider 1/19/98
Chris Mizell 3/19/98
Mark Smilor 4/26/00
Tim Coffey 5/16/01
Elwood Edwards 5/27/01
Barry Wolf 7/30/03
Randy White 5/3/05

Group 4:
Editor/Rm1

Hugh Kolbmann 7/8/78

Donna Meyers 5/2/83
Cathy Watkins 8/19/85
Michelle Decker 7/1/96
Pat Woodside 7/13/98

Group 5:
Maintenance

Dave Kushman 4/24/67
Gary Seawall 9/12/77
Jim Miller 1/9/84
Randy Betke 12/3/84
John Kubankin 7/26/93
Carl Marks – ~~Signing Date~~ Ratification Date

Group 6:
NABET MMJ

Larry Baker 8/2/65
Carl Bachtel 11/18/96
Sarah Montgomery 1/12/01
Matt Hein 12/3/01
Brandi Paulson 7/12/04

SIDELETTER #3

Those groups of Employees who, in the past (prior to December 26, 1990), worked on a shift rotation basis, shall be able to continue such rotation if they so desire.

This continuation of concept shall be by mutual agreement of the Union, Corporation and affected Employees. The Union agrees that the Corporation shall not be forced into added cost factor to accommodate said groups of Employees, or limit the Company's competitive newsgathering ability. Any such issues will be discussed with the Union Representatives and any affected Employees in advance.

Within such groups a simple majority vote of those in respective groups shall determine whether shift rotation shall be requested.

SIDELETTER #5

Photographers may ask questions of news subjects provided it does not violate the jurisdiction of any other union.

SIDELETTER #6

Absent legitimate safety concerns no employee who has not prior to this contract expressed an unwillingness to fly will refuse to fly in a helicopter or fixed wing aircraft.

SIDELETTER #7

	<u>Salary Range</u>	<u>% Reduction</u>		
<u>Immediate, Non-retroactive Reduction</u>	35 - 50	8%	Total Savings	(548,715)
	50 - 65	10%	Avg Salary Before	65,975
	65 - 72	15%	Avg Salary After	56,176
	72 - +	18%		15%

Employees hired before June 13, 1999 shall be paid wage rates as follows:

	Effective	6/1/98	6/1/99	6/1/00
		Per Week	Per Week	Per Week
<u>Group I</u>				
Temporary		462.77	475.49	487.37
0 - 1 Year		462.77	475.49	487.37
1 - 2 Years		529.42	543.98	557.57
2 - 3 Years		586.07	602.18	617.23
3 - 4 Years		651.99	669.91	686.65
4 - 5 Years		726.15	746.11	764.75
5 - 6 Years		810.70	832.99	853.81
6 - 7 Years		916.70	941.90	965.44
7 Years and over		952.75	978.95	1,003.42

	Effective	6/1/98	6/1/99	6/1/00
		Per Week	Per Week	Per Week
<u>Group II</u>				
Temporary		462.77	475.49	487.37
0 - 1 Year		529.42	543.98	557.57
1 - 2 Years		586.07	602.18	617.23
2 - 3 Years		641.69	659.33	675.81
3 - 4 Years		708.64	728.12	746.32
4 - 5 Years		781.77	803.26	823.34
5 - 6 Years		867.26	891.10	913.37
6 - 7 Years		974.38	1,001.17	1,026.19
7 Years and over		1,023.82	1,051.95	1,078.24
<u>TD/Supervisor</u>		1,075.32	1,104.89	1,132.51

Employee classifications shall be as follows:

~~Group I Employees may be assigned to any operating position not covered by Group II Employees.~~

~~Group II Employees may be assigned to Maintenance, ENG Field Operations, news~~

~~Technical Directors, or CMX editing in the off-line production edit suite.~~

SIDELETTER #8

Performance evaluations may be used for any business purpose.

MOTOR VEHICLE RECORD CRITERIA FOR NEW EMPLOYEES

All drivers must have a valid driver's license and should have been licensed for at least 2 years. Violations, which are agreed to mean convictions of violations listed below, fall into five categories.

1. **Capital Violations** - Generally, applicants should not be hired or current drivers should be relieved of driving responsibilities if they have had any of the following violations in the last three years:
 - Driving while employed by the Company after a driver's license has been suspended.
 - Murder or assault (negligent or willful) with a motor vehicle.
 - Theft of a motor vehicle.
 - Hit and run.
 - Negligent vehicular homicide.
 - Driving under the influence of illegal or unauthorized drugs.
2. **Major Violations** - Generally, applicants should not be hired or current drivers should be relieved from driving responsibilities if they have had more than one of the following violations in the last 18 months:
 - Driving under the influence of alcohol.
 - Reckless driving resulting in bodily injury or property damage.
 - Chargeable (at-fault) accident.
 - Suspended rivers license for minor violations.
3. **Speeding Violations** - Generally, applicants should not be hired or current drivers should be relieved of driving responsibilities if they have had more than three speeding tickets in 18 months.
4. **Other Violations** - Generally, applicants should not be hired or current drivers should be relieved of driving responsibilities if they have had more than three of the following violations in 18 months.
 - Unsafe movements, failure to obey road signs or stoplights, etc.
5. **Multiple Violations** - Any combination of the above violations should be

reviewed by management and a reasonable interpretation should be made of the applicant's or the employees.

6. The provisions of this policy are applicable for violations following this CBA's effective date. In addition, should an Employee lose their job-related driving privileges, WKYC-TV will make a good faith effort to assign the Employee to a non-driving position until such time as their Motor Vehicle Record complies with the criteria.
7. The Company and the Union agree that the current applicable Vehicle Operator's Authorization and Acknowledgement form will be used.

SIDELETTER #9

This letter defines the terms under which John Schmucki may work as an exempt (salaried) employee in a management role at WKYC-TV. It is intended to address where the company wishes to acknowledge and utilize a union member's unique leadership and management skills, without sacrificing that member's unique technical services which fall under the Jurisdiction of the contract. Any such elevation of a NABET member to management status will be voluntary on the part of that member, and will not preclude their return to non-exempt (hourly) status in the future.

It is agreed that said employee covered by this side letter will receive as a minimum, a salary that is ten percent above the yearly compensation paid by the company to the highest paid subordinate being supervised, and that the employee's union dues will be based on that number.

It is further acknowledged that salaried compensation is based on broad objectives and responsibilities and the investment of those hours necessary to get the job done. Therefore overtime, work rule penalties, and other such provisions of the contract are waived for this employee, with the understanding that the minimum salary defined herein compensates for any extra hours worked.

As a member of station management, it is agreed that Mr. Schmucki will be exempt from participating in any union action that constitutes a conflict of interest between the union and the company.

Vacation amounts will be based on the contract and Mr. Schmucki's tenure, but scheduling will not be.

All other provisions of the contract relating to this employee will be waived, with insurance benefits, etc. being determined by normal company policy for management personnel.

In summary, this side agreement is intended to facilitate the promotion of John Schmucki, a union member, to management while retaining that person's services from time to time in a role covered by union jurisdiction. It is intended that such a role will be minor compared to Mr. Schmucki's management duties.

SIDELETTER #10

This side letter defines the understanding between WKYC-TV and NABET regarding the terms under which a NABET employee may be assigned to work a ten-hour four-day workweek. Any such agreement would be mutually beneficial and amenable to both the station and the union member. Neither accepting nor declining the assignment would be a condition of continued employment or is the period of the assignment guaranteed.

It is agreed that not all positions and duties can withstand the constraints of a ten-hour workday and that only mutually beneficial situations will qualify for these assignments. The station will not be obligated to provide such schedule to other employees unless it is beneficial. The station and the employee must mutually agree to the three off days, which may or may not be consecutive.

It is also agreed that vacation, sick, personal and day-at-a-time days shall be converted to hours instead of days for employees working approved ten-hour four-day schedules. For example, a one-week vacation for a ten-hour employee would actually be four days off in lieu of five days; a personal day (paid or non-paid) or sick day will consist of ten hours. In addition, straight time will continue to be paid for all time worked on a holiday.

It is further agreed that overtime for such employees begin after a ten-hour day. For eight-hour shift employees who have to cover an approved ten-hour shift for vacation, illness or other time off purposes, eight-hour workday NABET contractual rules will apply. Eight-hour employees covering a ten-hour shift, who normally work a five-day week, could trade the two-hour overtime for a six-hour day elsewhere in their schedule upon mutual agreement with the station.

It is agreed with regards to other penalties, including meal and short turnaround, that all other NABET contractual agreements will remain in effect.

SIDELETTER #11

WKYC-TV recognizes and appreciates the important contributions its NABET-CWA represented workforce has made on a daily basis in gathering news material for the Station, and is committed to use its NABET-CWA represented workforce in the future for such work.

However, the parties recognized that due to technological advances, it is desirable for the Station to assign other than NABET-CWA represented employees to perform work heretofore within the exclusive jurisdiction of the Union, and the parties recognize the Station's right to do so.

1. Nothing herein shall prohibit the Station from assigning any or all of such work to bargaining unit employees.
2. NABET-CWA represented employees may in combination with their normal work functions, be assigned to perform other production duties. Where such production duties are in connection with work contracted with another company, penalty provisions of the collective bargaining agreement shall be waived, other than overtime compensation at the rate of time and one half, when applicable.
3. No bargaining unit member on regular staff as of June 1, 2006 shall be laid off during the term of this Agreement as a direct result of the use of such non-unit employees in accordance with the terms of this Sideletter.

In the event that there should be any conflict between the terms of Article V of the collective bargaining agreement and this Sideletter, the terms of this Sideletter shall control.

SIDELETTER #12

It continues to be a condition of employment for all employees to competently perform all of the duties set forth in the job description for their position.

SIDELETTER #13

The Station agrees in principle to participate in the NABET BURST training program for the mutual benefit of the parties.

Sideletter #14
Memorandum of Understanding between

WKYC-TV

and

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND
TEHCNICIANS-COMMUNICATION WORKERS OF AMERICA**

June 20, 2008

The parties agree to revise the Agreement between NABET-CWA, AFL-CIO and WKYC-TV as follows:

1. "The Gannett Pension Plan has been made available to employees covered by this Agreement on exactly the same basis as it is offered to employees not included within a bargaining unit. This Gannett Pension Plan will be frozen, in accordance with ERISA provisions, effective August 1, 2008, for non-represented as well as many represented employees. The Pension will be frozen for employees in the bargaining unit on the first day of the month that begins more than ninety days following the execution of this Agreement."
2. "The Gannett 401(k) Plan shall be made available to employees covered by this Agreement on exactly the same basis as it is offered to employees not included within a bargaining unit. This 401(k) Plan may be modified, replaced, added to, discontinued or otherwise changed by the Company, it being understood that any such change shall be on the same basis, at the same time and to the same extent as applicable to employees not covered by a collective bargaining agreement or represented by a labor organization. Either party may negotiate changes to this benefit in any successor collective bargaining agreement, but it is understood that this "same basis as" practice will continue until such time as a change has been made through negotiation. The 401(k) shall be effective for the employees in the bargaining unit on the first day of the month that begins more than ninety days following the execution of this Agreement."

The parties have agreed to this Memorandum of Understanding on the dates shown by their signatures.

NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS-COMMUNICATION

WORKERS OF AMERICA, AFL-CIO

By: signed
Louis Fallot
NABET-CWA Staff Representative

Date: 6/20/08

WKYC-TV, INC.

By: signed
Brooke Sectorsky
President/General Manager

Date: 6/24/08

NABET-CWA/WKYC-TV SENIORITY LIST

	<u>Unit</u>	<u>Company</u>
	<u>Date</u>	<u>Date</u>
Marinko, John	12/1/62	-
D'Amato, Michael	12/3/62	-
Baker, Lawrence	8/2/65	-
Kushman, David	4/24/67	-
Kazlauskas, Alan	4/28/69	-
Peterson, Glen	8/23/71	-
Welch, Jerry	1/28/73	-
Smith, Charles	9/3/73	-
Williams, Torris	9/17/73	-
Hamilton, Neal	3/25/74	-
Dungey, James	4/1/74	-
Medsker, Daniel	5/6/74	-
Kemejak, Arlene	2/4/77	-
Schmucki, John	4/9/77	9/23/74
Seawall, Gary	9/12/77	-
NaabNabb, Robert	6/15/78	-
Butano, Joseph	6/17/78	3/31/69
Kolbmann, Hugh	7/8/78	8/7/65
Carter, Anjanelle	8/7/78	-
Samolis, Bernard	9/18/78	3/19/68
Murphy, Carole Sue	12/18/78	-
Albert, Gerard	2/19/79	-
Keyes, Robert	7/23/79	-
McLaurin, Bruce	2/13/81	-
Meyers, Donna	5/2/83	-
Miller, James	1/9/84	-
Greene, Michael	3/5/84	-
Pullen, Steven	6/18/84	-
Gage, Michael	11/26/84	11/7/83
Betke, Randy	12/3/84	-
Watkins, Cathy Sue	8/19/85	-
Keefe, Daniel	3/12/90	6/5/93
Johnson, Jerauld	8/20/90	8/6/94
	3/9/92	7/25/94

Ermler-Fischer, Dawn		
Payamgis, George	5/11/92	7/11/94
Kubankin, John	7/26/93	-
Kunz, Christopher	8/9/93	-
Leonard, Michael	6/13/94	9/19/94
Johnson, Brian	8/22/94	-
Turrington Jr., Herman	8/24/94	3/2/96
Bowman, Daniel	10/24/94	-
Riethmiller, Donald	5/1/95	-
Labeaud, Derek	7/10/95	-
Behler, Brian	10/23/95	1/26/98
Golston, Dana	12/6/95	-
Montano, Jose	12/24/95	3/4/96
Halsey, Patrick	2/26/96	8/14/78
Zaremba, Michael	4/29/96	12/4/99
Decker, Michelle	7/1/96	12/30/96
Bachtel, Carl	11/18/96	3/15/97
Roberson, Craig	4/14/97	-
Himmelright, Raleigh	6/28/97	5/1/00
Snider, Shane	1/19/98	2/21/96
Mizell, Chris	3/19/98	12/6/99
Woodside, Patrick	7/13/98	-
Mulroy, Sean	8/26/99	2/26/00
Golya, Gregory	1/31/00	-
Smilor, Mark	4/26/00	1/27/01
Sulzmann, Kimberly <u>Dorsey, Kim</u>	6/23/00	11/1/04
Montgomery, Sarah	1/12/01	9/4/06
Coffey, Timothy	5/16/01	-
Edwards, Elwood	5/27/01	1/22/02
Hein, Matthew	12/3/01	7/1/02
Genovese, Tom	2/16/02	1/18/03
Harris, Michael	1/27/03	-
Wolf, Barry	7/30/03	5/1/04
Paulson, Brandi	7/12/04	-
White, Randy	5/3/05	4/15/96
Wodek, Darlene	11/1/06	-
<u>Borkosky, Julia</u>	<u>3/26/07</u>	-
<u>Griggy, Laura</u>	<u>4/14/07</u>	<u>10/22/07</u>
<u>Olszowy, Lynn</u>	<u>11/28/07</u>	-
Carl Marks	<u>Signing Date</u>	<u>Ratification Date</u>

~~Part-Time and Temporary NABET-Represented Employee Hire Dates~~

_____	_____
_____	_____
_____	_____
Bassett, Randall	08/07/00
Becher, Michael	09/18/06
Dowdell, Eileen	08/01/95
Hall, Katrina	08/16/93
Kendall, Jr., Douglas	11/30/01
Kula, Theresa	04/02/99
Lindauer, Craig	09/18/04 (part time date per agreement)
Oliver, Roosevelt	03/28/01
Sapienza, Gail	04/07/97
Sartsev, Julie	07/09/04
Tarsitano, Ralph	07/15/04
White, William	07/01/02

SideLetter 15

Multi Media Journalists (MMJ) shall be represented employees and may perform work that was historically within the exclusive jurisdiction of either AFTRA or NABET. With respect to MMJ's covered under NABET, AFTRA recognizes that those individuals may perform news gathering functions, such as writing, shooting, editing, posting and producing, but being seen or heard on the air shall only be on an occasional basis other than in a breaking news emergency. With respect to MMJ's covered under AFTRA, NABET recognizes that those individuals may perform news gathering functions such as writing, shooting, editing, posting and producing, in addition to on-air duties without limitation. The Company agrees in principle that individuals hired to perform traditional NABET work will be represented by NABET. Individuals hired as predominately off air content providers who perform AFTRA on air duties only on an occasional basis will be represented by NABET. Individuals hired to perform predominately AFTRA duties will be represented by AFTRA. AFTRA and NABET shall have the right to grieve any situation in which they feel this language is being abused. Until agreement with AFTRA is signed, or until December 31, 2009 whichever occurs first, AFTRA and NABET shall represent newly hired MMJs on an alternate basis.