

AGREEMENT BETWEEN

NABET-CWA, AFL-CIO

And

WOIO, LLC ~~AWUAB/UAB PRODUCTIONS~~

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1. AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January ~~2004~~ 2013 by and between ~~RAYCOM NATIONAL, INC. d/b/a WOIO-TV/WUAB-TV and UAB PRODUCTIONS~~ **WOIO, LLC** (hereinafter referred to as the “Company”), or its successors, licensees and assigns, and the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the “Union”), with offices located at 501 Third Street, N.W., Suite 880, Washington, D.C. 20001. **Unless indicated to the contrary, all terms and conditions of the Agreement apply to both full time and part time employees.**

2. RECOGNITION

The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for all Employees employed in the following described bargaining unit as certified by the National Labor Relations Board in Case Number 8-RC-16027 and 8-RC-16403.

a. Included:

All full-time and regular part-time Employees employed by the Company at its 1717 East 12th Street, Cleveland, Ohio facility in the following classifications: **operations technicians, maintenance engineers, and carpenter in the Engineering Department; videographers, Chief Videographer, news video editors, news directors, studio crew/robotics operators, audio operators, news writers/producers, associate producers/assignment editors, web producers/assignment editors, program editors, production editors, production assistants and multimedia journalists in the News Department; and producers/writers/directors and graphics in the Marketing Department;** excluding all office clerical employees and all professional employees, guards and supervisors as defined in the Act, all other employees, all Freelancers, and all Stringers.

3. NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination as to age, sex, marital status, or race, color, creed, religion, non-disqualifying handicap, national origin, political affiliation, weight, height, and sexual preference.

The Company will not interfere with, restrain or coerce any Employee covered by this Agreement nor discriminate in respect to hiring, tenure of employment or any term or condition of employment against any Employee covered by this Agreement because of membership in or legal activity on behalf of the Union.

The Company may utilize surveillance equipment for the sole purpose of security. Security is defined to include, but is not limited to, theft, fraud, destruction of property, access to premises, trespass, illegal activity, etc.

4. UNION SECURITY

The Company agrees that, as a condition of employment, all Employees covered by this Agreement shall, thirty (30) days after execution of this Agreement, or in the case of new Employees, thirty (30) days after commencement of their employment, whichever is later, become and remain members of the Union in good standing.

The Company will, within five (5) business days after receipt of notice from the Union, give notice to any Employee who is not in good standing in the Union that his employment will be terminated within two (2) weeks, if he does not comply with this provision.

The Company will, within ten (10) business days, give notice to the Union of all new hires in the unit.

5. DUES CHECKOFF

Upon receipt of a signed authorization of the Employee involved in the form set forth herein, the Company will deduct from the Employee's pay check the dues payable by the Employee to the Union during the period provided for in said authorization. Deductions for Union dues shall be remitted to the Sector Office of the Union (501 Third Street, N.W., Washington, D.C. 20001) no later than the tenth (10th) day of the month following the deductions and shall include all deductions made in the previous month. The Company will furnish the Sector Office and the Local Union, at that time, with an alphabetical record of those for whom deductions have been made, gross earnings of each Employee for the period, and the total amount of each deduction.

6. DUES AND INITIATION FEE CHECK OFF AUTHORIZATION

The Company and the Union agree that the check off authorization shall be in the following form:

TO:

I hereby authorize WOIO/WUAB to deduct once each payday from my wages a sum equal to one and two-thirds (1 2/3%) of my total earnings from the previous monthly period including all overtime and penalty payments on account of membership dues in NABET-CWA. In addition, I authorize the deduction of local dues and the initiation fee as set forth in the by-laws of the Union to be deducted from my wages in equal amounts as set forth below. The sums thus to be deducted are hereby assigned by me to NABET-CWA, and are to be remitted by the Company to the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO.

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 WOIO/WUAB and NABET-CWA, 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 with ten (10) days prior to the expiration of any irrevocable period thereof. Such revocations shall be affected by written notice by Registered Mail to the Company and the Union within such ten (10) day period.

INITIATION FEE \$____ per pay period

LOCAL DUES \$_____ per pay period

TOTAL INITIATION FEE \$__

DATE:

SIGNED:_____

PRINT NAME:_____

SOCIAL SECURITY NUMBER:_____

WITNESS: _____

7. PROBATION

All new Employees will be placed on probation for a period of **one hundred twenty (120) ~~ninety (90)~~** calendar days from the date he begins employment. During this period, the Employee will be considered temporary and may be discharged at the sole discretion of the Company, and such discharge shall not be subject to the grievance and arbitration procedure of this Agreement. After this period of time, Employees will be considered regular Employees and their seniority shall date from the beginning of said **one hundred twenty (120) ~~ninety (90)~~**-day period.

8. HOURS OF WORK

1. All ~~non-production~~ **non-Marketing** work schedules will be prepared and posted two (2) weeks in advance of the commencement of the work week. **Marketing** ~~Production~~ work schedules will be prepared and posted on Thursday for the following week. The Company has the right to make necessary changes in the work schedule due to unique and/or compelling circumstances. In the event that an Employee's schedule is changed to require the Employee to work ten (10) consecutive days, the Company will provide two (2) days off (to make up for two (2) days off lost). This Section shall not restrict the Company's right to schedule overtime based upon business needs (which shall not be considered a schedule change).

2. **The regular work week for full-time employees will begin 12:01 AM on Monday and end Sunday night at 12 midnight.** The regular work **schedule** for full-time Employees will be five (5) consecutive days of eight (8) consecutive hours.

Lunch:

a. Working Lunch

An Employee who is scheduled at least eight (8) hours will, as in the past, be allowed adequate time for lunch. All efforts will be made to give the Employee this time. If lunch is not taken, no penalty will be assessed. (~~Studio crew/tags~~, program editors, **web producers**/assignment editors, associate producers/**assignment editors**, operations technicians **in** master control, news directors, ~~tag~~ **directors, producers, news writers**/producers, ~~news~~ videographers, **and multimedia journalists**).

b. Non-Working Lunch

An Employee who is regularly scheduled more than eight (8) hours and no more than nine (9) hours will be given the extra time (over eight (8) hours) as unpaid lunch. All effort will be made to give the Employee this time. No lunch can be taken earlier than the end of the second hour and must be completed by the end of the sixth hour. If lunch is not taken, no penalty will be assessed **against the Company**. Employees, by mutual agreement, **and with prior approval**, may work through lunch without penalty. (Production assistants, **studio crew/robotics operator**, production editors, graphics, ~~lighting/CG designer~~, news **video** editors, operations technicians in video shading, **marketing** directors/producers/**writers**, maintenance engineers, **and** carpenter. ~~transmitter supervisor, CG supervisor, writers/producers, creative services producers~~).

3. All hours worked in excess of either eight (8) consecutive hours in any one (1) work day or in excess of forty (40) hours in a **work** week, shall be paid at the rate of time and one-half the regular rate of pay. All hours worked from the beginning of the thirteenth (13th) hour in any one (1) work day shall be paid at the rate of double (2 times) the regular rate of pay. ~~There shall be no pyramiding of overtime.~~ **Employees are not permitted to work overtime (daily or weekly) unless it is pre-approved by their approval manager. Employees who do so may be subject to disciplinary action,**

Employees are not to perform station-related work during unscheduled work times without prior express authorization from the Employee's supervisor. This includes work performed before or after the employee's scheduled work hours (including work from home or elsewhere off-property).

4. A **full-time** Employee's day off shall not be changed on less than seven (7) days notice from that of the posted schedule and upon payment of time and one half (1/2) for all hours worked on the previously scheduled day off. The Employee and management may mutually agree to another day off during the same work week in lieu of payment of time and a half provided for in this Section.

5. All hours of work on a Employee's sixth (6th) consecutive day of actual work shall be paid for at the rate of time and one-half, provided the Employee has worked over forty (40) hours in the work week in which the sixth (6th) day falls. All hours worked on the Employee's seventh (7th) consecutive day of actual work until he receives a day off shall be paid at the rate of double time, provided the Employee has worked over forty (40) hours in the work week in which the seventh (7th) consecutive day falls. Overtime shall be computed in one-quarter (1/4) hour segments. **It is not the Company's intention to schedule back-to-back five (5) consecutive day work schedules. In such case, the provisions of this section shall apply regardless of whether the scheduled consecutive 6th through 10th day(s) fall in the same work week.**

6. If a **full-time** Employee is called upon to perform work, except work commencing prior to and extending into a regular shift or immediately following a scheduled shift, the Employee shall receive not less than four (4) hours pay at time and one half (1/2) the regular rate of pay **and he/she will be paid time and one half (1.5) the regular rate of pay for the first four (4) hours worked. Employee will be paid the regular rate (straight time) for hours ~~work~~ worked over four (4) and up to**

eight (8) in that day. If premium pay for call-in work is provided for elsewhere in this Agreement, the employee shall receive the greater of the premium pay provided for, but shall not be allowed to pyramid premium payments.

7. It is recognized that a rest period of at least twelve (12) hours shall intervene between the conclusion of one shift and the commencement of the next (subject to waiver by mutual agreement). Should an Employee be assigned with less than the minimum rest period, he will be paid an additional straight time hour for all hours worked less than the minimum rest period plus his/her regular pay.

8. For purpose of computing overtime pay in an Employee's work week, vacation, holiday, ~~jury-duty~~ and bereavement time which an Employee does not work, but for which he receives pay shall be counted as time worked.

9. An Employee's posted work week shall not have more than three (3) different start times in one (1) week and there shall be no more than five (5) hours difference in start time within the same posted work week. It is agreed that a one (1) hour difference in the start time from the employee's first shift of the week shall not constitute a different start time. It is agreed that the five (5) hour difference shall be measured from the first shift of the week.

Upon mutual agreement, the Company, the Union, and the affected employee(s) agree to waive a portion of Article 8.9 regarding start times within the same **work** week that differ by more than five (5) hours. The Company will pay a ~~20~~ **10%** increase in the base pay plus any applicable overtime pay (based upon ~~420~~ **110%** of base pay increase) for all hours worked on any work day which has a starting time of more than five (5) hours difference from the employee's regularly scheduled start time in the same work week as measured from the employee's first shift of the work week.

In order to receive shift differential pay, eligible Employees must complete the corresponding time sheet, and submit to their approval manager in their normal weekly time sheet at the appropriate time (Normally by 5pm on Monday in the next work week). The Company shall not be responsible for non-payment of any shift differential which is not submitted within thirty (30) days from the due date of the time sheet in which the shift differential

pay should have been submitted, and such non-payment for late submission will not be subject to the grievance procedure.

Full-time employees assigned to weekend on call shall receive one-half (½) a comp day for each weekend on call. If an employee is called in, he shall receive overtime for all hours worked, in addition to the on call comp time. On call is defined as being available to cover shifts for employees that call in sick.

10. There will be no pyramiding of overtime.

11. Employee may receive only one (1) penalty pay (e.g., call back, short turn around, five (5) hour schedule change). The greater penalty shall apply.

EXAMPLE: An employee who has a posted schedule of and works (with no lunch) 3pm-11pm Monday through Thursday, and 9 am-6pm Friday. He would receive 34 hours straight time, 2 hours short-turnaround penalty at base pay, 6 hours of base pay @ 110%, 1 hour overtime pay at 1.5x the 110% base pay.

12. All time worked must be reported correctly and accurately on the employee's time sheet each week, which will be relied upon by the Company as an accurate record of time worked, and will be paid accordingly.

9. GRIEVANCE AND ABRITRATION

Step One

In the event any grievance or dispute arises as to the interpretation or claimed violation of this Agreement, the matter shall be taken up by the Employee involved, if any, or the Union and the supervisor involved, within seven (7) calendar days of the event giving rise to the grievance. An Employee may request Union representation.

Step Two

If a grievance is not resolved at Step One within fourteen (14) calendar days **of the Step One meeting**, then the grievance may be reduced to writing and presented to the General Manager of the Company or his designee. Grievances not presented in writing within fourteen (14) days of the **Step One meeting** ~~events giving rise to the grievance~~ are waived.

Step Three

If the grievance is not resolved at Step Two within thirty (30) calendar days of the written grievance, then either the Company or Union may file a written Demand for Arbitration with the American Arbitration Association within an additional thirty (30) calendar days. The arbitration will take place in accordance with the Voluntary Labor Arbitration Rules of the AAA. The decision of the Arbitrator will be final and binding. Grievances not moved to arbitration within the time limits provided in this Paragraph are considered waived.

Union Representation

Union agents shall have access to the Company's premises at any time during working hours for the purpose of adjusting grievances and ascertaining compliance with this Agreement, provided that said agents exercise normal courtesies toward the Company and do not interfere with the Company's operations. Union agents will give advance notice to management of visits.

10. DUTIES AND JURISDICTION

1. The work covered by this Agreement includes all work associated with the installation, operation, maintenance and repair of all equipment used to create, record, play back, distribute, edit, manipulate, or view all formats of audio, video and graphics used by the Company for its product's signal, for promotion, or for products produced for commercial clients. The work covered by this Agreement also includes directing of all Company programming and commercial production and the design, construction, installation and maintenance of commercial sets. The work covered in this Agreement also includes the work currently being performed by producers, associate producers/[assignment editors](#), and [web producers/assignment editors](#). This applies whether the work is performed on or off premises within the counties of Cuyahoga, Lake, Medina, Geauga, Summit, Lorain, Stark, Portage, Erie, Huron, Wayne, Richland, [Sandusky](#), [Ashtabula](#), [Tuscarawas](#), [Ottawa](#), and Ashland.

~~2. Each Employee will be assigned to one (1) of the four (4) classifications listed under Wages.~~ Each employee will be classified within a job group (group 1, 2, 3, 4, or 5) and will, subject to the following, primarily perform the customary duties of his/her respective job within the group. ~~classification.~~ Employees will not be permanently classified outside of their job group without their permission. ~~No Employee may be permanently reclassified without his/her permission, i.e., for more than six (6) months.~~ Employees may be assigned to perform duties in another job group by the Company as needed, provided that the employee will not be assigned to such work on a full-time basis for more than six (6) months. This limitation will not apply to work assigned within their job group. This provision does not limit temporary transfers. No Employee will receive a decrease in wages if the employee is temporarily transferred or temporarily reclassified by the Company.

3. Non-unit personnel may continue to perform work covered by this Agreement as performed in the past and as may be performed in connection with new equipment, technology and/or methods introduced by the Company. Work in connection with new equipment, technology and/or methods introduced by the Company that is covered by Paragraph 1 will not be removed from the Bargaining Unit, for example, editing performed on equipment by Non-Bargaining employees does not mean all editing is removed from the Bargaining Unit.

This Section does not give the Company any contractual basis for excluding Bargaining Unit members from performing this work.

When in-station training is offered on new equipment to Non-Bargaining Unit employees, the Company will offer training to Bargaining Unit Employees on a one-to-one basis.

~~———— In the event of a layoff caused by the result of technical improvements, the following procedure will apply:~~

~~a) ——— The Company will give any Employee to be laid off thereafter not less than four (4) weeks notice of such layoff, or pay to such extent such notice is less than four (4) weeks.~~

4. The Production and Broadcast ~~programming work done~~ **not solicited by the Company**, done by outside production companies ~~of sports programming (including related programming) that is performed by outside production companies~~ is excluded from this Agreement.

5. Freelance personnel may be used for vacation and other fill-in needs, and to cover staffing requirements of a limited duration. There shall be no permanent Freelance personnel in any budgeted bargaining unit positions, nor shall they permanently replace a terminated Bargaining Unit Employee. Consistent with past practice, the Company will attempt to give Bargaining Unit Employees reasonable opportunities to perform fill-in work. The Company may continue to follow past practice regarding the use of Freelance personnel for production work where Bargaining Unit Employees are unavailable. A Freelancer will be required to pay the Union (part-time) initiation fee and Union dues after the Freelancer has actually worked thirty (30) days within a twelve (12) month period. The Freelancer shall sign a Dues and Initiation Fee Check Off Authorization authorizing the deduction of initiation fee and dues from payments made to the Freelancer.

6. There is no restriction on the use of Stringers, provided that Stringers will not replace Bargaining Unit Employees who are already on the assignment, **nor will they be assigned to cover any event.**

7. The Company can employ up to as many as six (6) multimedia journalists (video-journalists or one-man-bands) who are assigned to shoot, edit and report in the field, including field transmissions (subject to the same training, safety certification, and operational

policies/procedures as other bargaining unit employees – including the exclusion of live vehicle operation while simultaneously appearing live on camera), and will be covered by the Agreement. The Company shall have the right to enter into employment agreements (personal service contracts) with such employees with wages and benefits (insurance, vacation, holidays, etc.) not less than those set forth in the Agreement. Such employees may be terminated by the Company in accordance with the terms of their employment agreement and will not be subject to Section 11.2, provided they are paid at least ten percent (10%) above the minimum hire rate for their job group in the Agreement. Termination of such employees under the terms and conditions of the personal employment agreement shall constitute just and sufficient cause for Section 13 of the Agreement and shall not be subject to Section 9 of the Agreement. In addition, performance of reporting duties by multimedia journalists does not create a claim that reporting is deemed as covered work or that reporting performed by non-bargaining unit employees is deemed as covered work. Similarly, multimedia journalists who perform temporary anchor duties will not create a claim that such anchor duties are covered work. Multimedia journalists will be employed in a separate job group, and will not be eligible to bump/replace employees in other job groups, or be subject to being bumped/replaced by employees laid off from another job group. The employer may lay off multimedia journalists without regard to seniority, in management's sole discretion, within the multimedia group. In the event of a layoff within the multimedia journalists group, management shall have the right to choose the multimedia journalist(s) to be laid off, which shall not be subject to the grievance and arbitration provisions of this Agreement.

8. Without excluding jurisdiction the Company and Union agree that the Company can utilize on any of its screens (broadcast, website, mobile, etc.) any video, audio, and/or still photography gathered by mobile hand-held devices and external fixed cameras (including but not limited to phones, smart phones, tablet, lap-top, etc.) by any non-employee or a non-unit employee for non-assigned events.

9. The Company and the Union agree that work (including securing, development, writing, editing, preparing, processing, posting, removing, updating, etc) related to the Company's websites, mobile applications, and social networking platforms are non-exclusive and will be performed by non-bargaining personnel.

11. SENIORITY AND SENIORITY RIGHTS

1. Seniority will be measured from the Employee's most recent date of hire in the Bargaining Unit. The agreed upon seniority dates of current employees is set forth in Exhibit A.

2. Layoffs. Employees will be laid off from their classification based upon inverse station seniority within the work group, provided the Employee with greater seniority is qualified to perform the remaining work without additional training other than a brief refamiliarization period (maximum forty (40) hours). An Employee will be considered qualified to perform the work if the Employee has successfully performed the remaining work previously on a regular and continuous basis. Employees who are laid off from a classification may perform work of a lesser senior employee in another classification provided the Employee is qualified to perform the work as provided for above. An Employee who bumps to a lower rated classification will maintain his/her higher rate of pay for up to six (6) months and then the Employee's pay rate will change to the average rate for all Employees in the lower classification. **The provisions of this section are not applicable to multimedia journalists.**

3. For purposes of layoff and recall, news producers, associate producers/**assignment editors** and **web producer/assignment editors** will be treated as a separate work group of Employees. **In addition, multimedia journalists will also be treated as a separate work group of Employees.** As such, Employees in the separate work groups would not be eligible to bump/replace or be bumped/replaced by Employees in other work groups covered by this Agreement.

4. Seniority shall terminate when 1) a layoff exceeds ~~three (3)~~ **six (6)** months (**for employees with more than six (6) months of service**) or when the Employee takes severance, if earlier **in the event the Employee waives recall**; 2) an Employee is discharged for just cause and not reinstated through the Grievance and Arbitration procedure; 3) an Employee quits; 4) an Employee is absent without proper reporting to the Company for three (3) consecutive work days; 5) an Employee fails to immediately return upon expiration of a leave of absence or layoff without prior written approval.

Laid off Employees shall have recall rights for ~~three (3)~~ **six (6)** months to any vacant unit job they are entitled to claim based upon seniority and qualification. The Company will notify the laid off Employee and the Union by certified mail or other verifiable notice of the opening and the employee will have five (5) calendar days from the Company's notice to accept re-employment.

5. Severance. If employment is terminated because of layoff, the Employee shall be entitled to severance in an amount equal to one (1) week pay for each year of service with a minimum payment of two (2) weeks pay. Partial years of service will be rounded to the nearest whole year of service (less than six (6) months rounded down). **Severance payment shall not be issued until the end of the employee recall period.**

In the event of a layoff caused by the result of technical improvements, the following procedure will apply - The Company will give any Employee to be laid off thereafter not less than four (4) weeks notice of such layoff, or pay to such extent such notice is less than four (4) weeks.

12. TRANSFER AND TEMPORARY UPGRADING

In the event ~~and~~ an Employee is temporarily transferred by the Company to a higher work group or relieves an Employee in a higher work group than which he is regularly assigned, then such Employee shall be paid an upgrade fee of \$12.50 (twelve dollars and fifty cents) for higher classification work performed for at least forty-five minutes (45) but less than two (2) hours. Employees assigned to higher classification for work for two (2) hours or more shall receive an upgrade fee of \$25 (twenty-five dollars) per day for such day. Employee assigned to perform work in a higher classification for less than forty-five (45) minutes are not eligible for upgrade fee for such day. Hours of work in a higher classification shall be calculated on a cumulative per day basis and need not be consecutive in order to receive upgrade fee (Example: Employee works higher class work for thirty (30) minutes at the beginning of his tour and thirty (30) minutes at the end of his tour shall be deemed to have worked one (1) hour of higher classification work and is eligible for \$12.50 (twelve dollars and fifty cent) upgrade fee for such day.

The parties acknowledge and agree that employees from a lower classification assigned as a News Director or News Producer shall be eligible for \$25 (twenty-five dollar) per day upgrade fee regardless of the number of hours spent performing such duties in his tour of duty.

When an Employee returns to his/her permanent job after a temporary upgrade, the Company will make a reasonable effort to return the Employee to Employee's prior work schedule. Employees temporarily (up to six (6) months) scheduled by the Company to a lower job classification will continue to receive their regular wage rate.

The parties agree that employees may be assigned to train in a higher classification position for a period of not more than 160 hours (one hundred sixty) without receiving upgrade fee for such work. Once an employee is performing the higher classification position in a solo operation setting without supervision of a trainer, whether the trainee has completed 160 (one hundred sixty) training hours or not, the employee shall be deemed qualified to perform higher classification work and shall be eligible for upgrade fees on the same basis as any other employee.

The parties agree that this understanding is based on the mutual good-faith agreement that neither party will engage in activity to avoid payment of an upgrade fee (such as the purposeful assignment of higher classification work for only forty-four (44) minutes in order to avoid upgrade fee), or to cause the other to purposefully incur an unwarranted upgrade fee (such as needless performance of higher classification work beyond the prescribed time limit in order to receive upgrade fee).

In order to receive such pay, eligible Employees must complete the corresponding time sheet, and submit to their approval manager in their normal weekly time sheet at the appropriate time (Normally by 5pm on Monday in the next work week) The Company shall not be responsible for non-payment of any shift differential which is not submitted within thirty (30) days from the due date of the time sheet in which the shift differential pay should have been submitted, and such non-payment for late submission will not be subject to the grievance procedure.

13. DISCIPLINE AND DISCHARGE

Employees may be disciplined or discharged only for just cause. In the event an Employee is disciplined or discharged by the Company, and the Employee believes it is without just cause, this matter may be handled as a grievance under the **GRIEVANCE AND ARBITRATION** Section of this Agreement.

If employment is terminated for any reason, earned but unused vacations and holidays will be paid.

When an Employee is given any written discipline, the Company will furnish a copy to the Employee and the Union.

14. EQUIPMENT AND SUPPLIES

1. The Company agrees to furnish such equipment or supplies as it deems necessary for the performance of the duties of any classification. The Company may determine the manner in which the equipment is used.
2. The Company will provide Bargaining Unit Employees the same parking as provided the non-Bargaining Unit employees.
3. The Company will reimburse employee(s) up to 50% of the cost of one (1) level 3A bulletproof vest, maximum reimbursement by Company is \$300 per vest. Employee will pay the difference in the cost of the vest and may keep the vest.

15. SAFETY

The Company will provide and maintain (and the Employee will comply with) safe working conditions in accordance with applicable health and safety laws and regulations and all Company issued safety manuals and policies.

16. UNION BULLETIN BOARD

The Company will provide a Union bulletin board in a non-work area for notices relative to Union matters. Such notices shall not disparage management. Notices that are, in management's reasonable discretion, disparaging of the Company may be removed by the Company. Management will notify the Union prior to removing notices relative to Union matters.

17. STRIKES AND LOCK-OUTS

1. The Union agrees that there will not be a strike, slow down or suspension of work against the Company during the term of this Agreement. The Company agrees that there shall be no lock-out of its Employees during the term of this Agreement.

2. The Company will not assign, transfer or require Employees to go on any property to perform the duties of Employees who are on strike.

18. CONFLICT WITH APPLICABLE STATUTES

If any provision of this Agreement is in conflict with any applicable statutes, it shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect.

20. TRAVEL

When an assignment requires ~~an a News~~-Employee to remain away overnight, the following provisions will apply:

- a. Regular and overtime pay rates and penalties for the Employee shall remain the same while on assignment (excluding the Employee's normal day off). Travel time is included in the calculation of daily hours worked. A minimum of eight (8) hours will be paid for such assignments.

- b. In the event that the Employee should return from an overnight assignment during the Employee's normally scheduled work day, the Employee shall be credited with travel time to the place of permanent assignment during the Employee's normal work shift or hours. The Employee may be assigned additional work upon his return.

On overnight assignments, the Company will provide cash advances and reimburse Employees for all necessary and reasonable expenses as determined by the Company, ~~however, in no case shall the daily per diem be less than the applicable US General Services rate for the location of the assignment up to a maximum of \$75 per day.~~

For non-work station assignments not designated as an overnight assignment, Employees will be credited for all travel time from home to and from the assignment location.

~~When the assignment requires a Production, Engineering, or Marketing Employee to remain away overnight, the following provisions will apply:~~

- ~~c. Regular and overtime pay rates and penalties for the Employee shall remain the same while on assignment (excluding the Employee's normal day off). Travel time is included in the calculation of daily hours worked, excluding meal breaks.~~

- ~~d. In the event that the Employee should return from an overnight assignment during the Employee's regularly scheduled work shift or hours, and should this credit be less than the Employee's normal shift or hours, the Employee may be assigned additional work upon his return.~~

- ~~e. On overnight assignments, the Company will provide cash advances and/or reimburse Employees for all necessary and reasonable expenses as determined by the Company. The maximum reimbursable per diem for meals is ~~\$75 per day~~. \$50 per day (\$10 Breakfast, \$15 Lunch, \$25 Dinner). The director of the session is responsible for the request, distribution and receipts.~~

For assignments not designated as an overnight, any remote lasting over six (6) continuous hours shall require either the appropriate per diem for the time period (~~\$12 Breakfast, \$17 Lunch, \$27 Dinner~~), or a meal provided or paid for by the Company. The director in charge of the session is responsible for supplying either the meal, to be reimbursed by the Company, or the per diem request and distribution.

~~For assignments not designated as an overnight assignment, Employees will be credited for all travel time to and from the assignment location from the normal workstation.~~

21. INSURANCE BENEFITS

21.1 The Company will provide the same life, disability (short-term and long-term), hospital, medical, surgical, vision and dental insurance for full-time Bargaining Unit Employees as it provides for non-Bargaining Unit full-time employees and their eligible dependents. The premium cost and the Employee premium (as a percentage of the total premium) to Bargaining Unit Employees for such insurance will be the same as charged to non-Bargaining Unit employees of the Company. ~~The Employee premium as a percentage of total premium will remain the same as on the date of ratification.~~

21.2 The Company may change the coverage, carrier, and/or premiums with thirty (30) days prior notice to the Union, provided the Company and the Union will meet upon the Union's request, at least 15 days prior to the intended date of change to discuss viable carrier and/or coverage alternatives.

21.3 Effective January 1, 2002, the Company will provide Bargaining Unit Employees the same 401(k) plan as provided to non-Bargaining Unit employees of the Company.

22. HOLIDAYS

22.1 The Company observes the following Holidays:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

MLK Day (for 2013, to be taken individually on a mutually agreeable date)

In addition to the above Holidays, there are two (2) floating holidays per calendar year, both chosen by the Employee to be taken at a mutually agreeable time. The above listed holidays are celebrated on the Federally observed day.

22.2 Holiday Pay:

Regular full-time and part-time Employees who do not work the holiday are eligible to receive holiday pay ~~based on the straight time hours, excluding overtime, they would have worked had the day not been a holiday.~~ **(eight (8) hours full-time, six (6) hours part-time).**

Other Employees who work on a Holiday (i.e. of the one of ~~6~~ **7** named Holidays) receive one and one-half (1½) times their regular rate of pay for hours worked plus their Holiday pay **(eight (8) hours full-time, six (6) hours part-time)** or an alternative day off **(eight (8) hours full-time, six (6) hours part-time)** – whichever is approved by their Department Manager. Comp time for holiday(s) must be scheduled within thirty (30) days of holiday and requires pre-approval. Employees on unpaid leaves of absence do not receive holiday pay.

In order to receive holiday pay, an Employee must have worked, or been available for work, on the scheduled workdays immediately before and after the holiday, unless excused by the Employee's supervisor. If a holiday falls during an Employee's vacation, the holiday does not count as a day of vacation. If a Company-designated holiday falls on an Employee's normal scheduled off date, the Employee may take another day off **(eight (8) hours full-time, six (6) hours part-time)** at a mutually convenient time **In the event that the day off in lieu of the Thanksgiving and Christmas holiday are unable to be scheduled at a mutually convenient time before the end of the year the Employee may take the day off in the following calendar year provided that it is used by the**

end of the first quarter.

22.3 Religious Observance Days: The Company will make a reasonable accommodation to an Employee who requests a schedule change in order to observe a religious holy day, when the holy day falls on a workday. Vacation, earned comp days, or floating holidays should be used for any such days.

23. VACATIONS

23.1 Participation: Paid vacation is available to regular full-time Employees only.

23.2 Vacation Year: The Company's vacation year is defined as the calendar year (January 1 through December 31). Subject to approval and scheduling requirements, vacation is to be taken in full at any time between January 1 (except for new Employees as described below) and December 31. Up to five (5) days unused vacation may be carried over and used in the first quarter of the next calendar year.

Vacation eligibility for any one calendar year (except as described herein for new Employees above) is strictly determined by the number of years of **credited full-time service (following their seniority date)** the Employee has completed prior to January 1 of the new year; it does not accrue on any other basis. **Time worked as a part-time employee will not count toward credited service for vacation eligibility purposes.** If an Employee is not actively at work on January 1 (i.e., on leave of absence), vacation eligibility for that calendar year will begin upon the Employee's return to active work.

23.3 Eligibility: In the first calendar year of employment, eligible Employees hired on or before June 30 receive one (1) week of vacation, which may be taken between July 1 and December 31 of that year (except that no vacation may be taken for the first ninety (90) days of service). The normal vacation for such Employees increases to two (2) weeks during the calendar year following the calendar year in which they were hired. Eligible Employees hired on or after July 1 receive two (2) weeks of vacation during the calendar year beginning on January 1 following the date of hire (except that no vacation may be taken during the first ninety (90) days of service).

Assuming continuously active employment and eligibility, vacation continues at the rate of two (2) weeks per calendar year. Beginning with the calendar year following an Employee's fifth (5th) anniversary date of service, the entitlement increases to three (3) weeks per calendar year. Beginning with the calendar year following an Employee's fifteenth (15th) anniversary date of service, the entitlement increases to four (4) weeks per calendar year. (Employees who reach seven (7) years of service on their 2001 anniversary will remain eligible for four weeks of vacation during the calendar year following their 10th anniversary).

23.4 Vacation Pay: One (1) week of vacation is defined as the number of straight-time hours (maximum 40 hours) an Employee is scheduled to work during an ordinary payroll week. Vacation pay is based on each Employee's normal straight-time hours and rate, excluding overtime.

23.5 Scheduling: Vacations only are to be scheduled with the approval of the Employee's department head. Consistent with work requirements, every effort is made to give the time off the Employee prefers. However, business demands may prevent the Company from honoring a request to take vacation at a particular time. Vacation request(s) submitted after January 31st will be approved or denied within three (3) weeks of submission of request. The minimum vacation time that may be taken at any one time is one-half (½) day, if approved by the department head.

In the event that two (2) Employees select the same time for vacation and both cannot be off at the same time, length of service will be the determining factor. Vacation requests must be submitted by January 31st or 30 days in advance, whichever occurs first. The Company will approve and post the vacation schedule by March 1st. If an Employee has not submitted his/her vacation requests by January 31st, selection priority will be forfeited.

23.6 Vacation Allowance for Terminated Employees: A vacation eligible Employee who was hired before July 1, 2001 and leaves the Company for any reason is entitled to pay for vacation time that had been earned as of the preceding January 1, but not taken as of the date of termination.

For vacation eligible Employees hired on or after July 1, 2001, pay for vacation time at termination would be in accordance with the following schedule (less any taken since January 1):

ANNUAL ELIGIBILITY			
Month Of Termination	Two Weeks	Three Weeks	Four Weeks
January	1 day	1 day	2 days
February	2 days	2 days	3 days
March	3 days	4 days	5 days
April	3 days	5 days	7 days

May	4 days	6 days	8 days
June	5 days	8 days	10 days
July	6 days	9 days	12 days
August	7 days	10 days	13 days
September	8 days	11 days	15 days
October	8 days	12 days	17 days
November	9 days	14 days	18 days
December	10 days	15 days	20 days

If vacation time already taken exceeds the above vacation payment entitlement, the pay equivalent of the excessive vacation days previously taken will be deducted from the final paycheck, or will be repaid by the Employee.

24. LEAVES OF ABSENCE

The Company will comply with the provisions of the Family and Medical Leave Act.

24.1 Sick Pay

Effective on ratification, Sick pay is available to regular full-time Employees only (except that sick pay is not paid during the first ninety (90) days of regular full-time service). Regular part-time Employees and persons in non-regular assignments do not receive sick pay.

In the calendar year of hire (or change to full-time status), regular full-time Employees earn one (1) day of sick pay, to a maximum of eight (8) days, for each full calendar month worked beginning with the first month following ninety (90) days of regular full-time service, and continuing through December of that calendar year.

EXAMPLE: If hired May 15, eligibility in the first calendar year would be four (4) days; the ninety (90) day waiting period would end on August 15, and one day would be earned for each remaining full calendar month worked - September through December.

After the first year of employment, in future calendar years (January through December), regular full-time Employees are eligible for up to eight (8) days of sick pay during any one (1) calendar year. The eight-day eligibility is effective on January 1; however, Employees not actively at work on January 1 must return to work before becoming eligible for sick pay for a new calendar year. Unused sick pay days may not be carried over to future years. The minimum amount of sick pay granted at one time is two (2) hours, and is not counted as time worked for the purpose of computing overtime pay. The number of unused or "banked" sick days will be limited to twenty (20). Employees may use these if they have no available sick days in the future. For each banked sick day taken as a personal day, five banked sick days will be deducted from the Employee's bank.

The amount of sick pay is based on the Employee's normally scheduled hours and straight-time earnings, excluding overtime for eligible paid sick days. Benefits are reduced by any form of disability insurance or workers' compensation benefits to which an Employee is entitled. No

payment is made for unused sick pay if an Employee resigns or employment is terminated for any reason.

Eligibility for sick pay requires notification of absence in accordance with established attendance policies. Failure to make proper notification, or to supply an acceptable certification from a health care provider if requested, may result in the Employee being ineligible for benefits and/or subject to disciplinary action up to and including discharge.

24.2 Short-Term Disability Benefits.

Effective upon ratification, beginning on the first of the month following ninety (90) calendar days of continuous employment, regular full-time Employees qualify for participation in the Short-Term Disability Benefit Plan. The plan is designed to assist in bridging the gap between the time sick pay is exhausted and the beginning of benefits under the long-term disability insurance plan. Benefits are limited to absence due to one's personal illness (including pregnancy) or injury; they are not available for care of a dependent family member. Benefits begin after eight (8) workdays of absence. This eight (8) workday period is covered by unused sick pay days if available. Employees may also elect to use vacation days if sick pay days are exhausted. If not, all or a portion of the eight (8) workdays would be unpaid. Partial-day benefits are not paid under this plan.

Time taken off as Short-Term Disability will be counted as Family Medical Leave.

The cumulative maximum short-term disability benefits available in any twelve-month period (measured backward from the beginning date of any occurrence of absence) is ninety (90) calendar days less sick pay (or certain other time off taken in conjunction with the absence). All absence reporting and leave of absence approval requirements of the Company apply. Following the first eight (8) workdays of absence, compensation for the balance of the first thirty (30) calendar days of short-term disability benefits is equal to one's sick pay rate. Compensation for the remaining sixty (60) calendar days is 60% of the sick pay rate.

Benefits ordinarily are reduced by any form of disability insurance or workers' compensation benefits to which an Employee is entitled. No payment is made for unused short-term disability benefits if any Employee resigns or employment is terminated for any reason.

Regular part-time Employees do not participate in the short-term disability benefit plan.

In the case of pregnancy or maternity related leaves, disability ceases when the physician releases Employee to return to work. At this time, Short-Term Disability benefits will also terminate. Should an Employee who is eligible under FMLA desire additional time off, it will be without Short-Term Disability benefits,

24.2(a) The Employees are eligible to participate in the Company long-term disability plan.

24.3 Bereavement Leave

Regular full-time Employees may be granted up to three (3) days off with pay in the event of the death of a spouse, child, parent, parent-in-law, grandparent, grandchild, brother/sister, legal guardian, or live-in domestic partner (prior notification to Company required). Employee must make proper notification of his/her absence in order to receive pay for time off.

If additional time off is needed and approved, if Employee does not qualify for paid bereavement leave, or if time off is requested to attend the funeral of a relative or person other than those defined above, the Employee may use vacation if available, or (at the discretion of local management), may be given approval to take the time off without pay.

24.4 Jury Duty

In the event an Employee is called for jury duty and required to serve, time off will be granted as necessitated by the schedule of the court. The Company reserves the right to request postponement or rescheduling of jury duty based upon business needs. Regular full-time Employees may be eligible to receive pay for the time served up to ten (10) days per year, even in the event the court compensates the Employee as well. In order to receive jury duty pay, the Employee will be required to give advance notice and supply a time verification slip from the clerk of the court as evidence of having served.

24.5 Active Military And Reserve Duty

Employees who enter active service in the Armed Forces of the United States, or who are absent because of duty as a member of a reserve component of the Armed

Forces of the United States or the National Guard, will be granted leave of absence and reinstatement privileges in compliance with applicable federal and/or state law. In order to protect these benefits, return to work must be timely as required by law.

24.6 Union Activity Leave (not applicable to contract negotiations with the Company)

Upon three (3) weeks notice by the Union, the Company may grant an unpaid leave of absence for Union activity, up to three (3) Employees at a time per department, not during Sweeps and subject to the Company's scheduling needs. Union leave is limited to thirty (30) work days per year.

25. CLASSIFICATIONS

Minimum Hire Rate

Group 1 January 1, 2013, 2014, 2015

\$24,313

Production Assistants
~~Studio Crew/Robotics Operators~~
~~Robotics Operators~~

Group 2

\$28,254

~~News Video~~ Tape Editors
Operations Technicians
Program Editors
Associate Producers/~~Assignment Editors~~
~~Web Producer/Assignment Editors~~
~~Studio Crew (Audio)~~ Audio Operator

Group 3

\$37,584

Videographers
Production editors
Graphics
~~Chyron/Lighting Designer~~

Group 4

\$38,000

Multimedia Journalists

Group 5

\$41,397

News Directors
~~Marketing~~ Directors/Producers/~~Writers~~
~~Tag Director~~
Maintenance Engineers
Carpenter
~~Transmitter Supervisor~~
~~Chyron Supervisor~~
News Writer/Producers
~~Producers~~
Chief Videographer

26. MANAGEMENT'S RIGHTS

The Company shall have the sole and exclusive right to control and direct its Employees. This right shall include, but not be limited to, the right to hire, promote, layoff, transfer, discipline, discharge, refuse to hire, set work schedules, make work assignments, direct the workforce, direct and control its operations, perform the work in the manner and location deemed most efficient by the Company, subcontract any work, continue or discontinue any operation, pay wages above minimum rates, determine the product to be produced, methods, processes, locations, and assignment and scheduling of work and otherwise fully operate the business provided such operation is not subject to an express and specific limitation contained in this Agreement.

27. TERM OF AGREEMENT

27.1 This Agreement shall become effective upon ratification and shall continue in full force and effect until **December 31, 2015** and from year to year thereafter unless written notice shall be sent by either party to the other party not later than sixty (60) days prior to **December 31, 2015**, or the end of any such year thereafter, requesting amendments or changes.

IN WITNESS WHEREOF, the Company and the Union have caused this Agreement to be duly executed on their behalf by their respective officers on the dates indicated next to their signature.

FOR THE COMPANY

Bill Applegate, VP/General Manager

FOR NABET

Eric Seggi, Staff Representative

William Wachenschwanz
Local 42 President

APPROVED:

James C. Joyce, President

WAGES

1. Bargaining Unit Employees will receive the following wage increases:

January 1, 2013	January 1 , 2014	January 1, 2015
0%	1.5%	1.75%

- ~~2. Bargaining Unit Employees, employed as of December 31, 2008 of the ratification date, will receive a one time ratification bonus of ¼% of one percent of base pay as of December 31, 2008 the ratification date, payable on the first paycheck in January 2009. Part-time will be paid based on 20 hours per week.~~
- ~~3. Edit Coordinators will receive an additional 1½ hours pay per day.~~

Where a personal services contract and the collective bargaining agreement (CBA) conflict on a term covered by the CBA, the CBA will govern. The applicable percentage wage increase provided for in the CBA shall be the minimum percentage wage an Employee will receive. However, under a personal services agreement, the wage increase(s) will be paid on the date provided for in the personal services contract. For example, if the CBA provides for a wage increase on January 1, 2013 and the personal services contract provides for a wage increase on March 1, 2013 the Employee will get the wage increase provided for in the personal services contract on March 1, 2013.

LETTER OF UNDERSTANDING 1

The following Letter of Understanding was agreed between the Company and the Union during the collective bargaining negotiations for the current collective bargaining agreement:

Dated: January 1, 2013:

The Company will endeavor to resolve Employee concerns regarding (alleged) unfair overtime distribution within a classification. An Employee who believes he/she is not receiving fair opportunity for overtime will immediately notify management.

LETTER OF UNDERSTANDING 2

The following Letter of Understanding was agreed between the Company and the Union during the collective bargaining negotiations for the current collective bargaining agreement:

Dated: January 1, 2013:

The Company will endeavor to resolve Employee concerns regarding (alleged) unfair overnight travel assignment(s) within a job classification. An Employee who believes he/she is not receiving fair opportunity for overnight travel assignment(s) will immediately notify management.

LETTER OF UNDERSTANDING 3

The following Letter of Understanding was agreed between the Company and the Union during the collective bargaining negotiations for the current collective bargaining agreement:

Dated: January 1, 2013:

The Company, at its option, may have helicopter photography/video work performed by the helicopter service provider. The photographer/videographer provided by the helicopter service provider will not edit video. All scheduled helicopter photography/video work shall be performed by bargaining unit employees, unless all qualified bargaining unit members have refused the work offer. The Company may assign anyone to perform helicopter photography/video work for breaking news coverage.

LETTER OF UNDERSTANDING

~~———— The following Letter of Understanding was agreed between the Company and the Union during the collective bargaining negotiations for the current collective bargaining agreement:~~

~~———— Dated: January 1, 2013:~~

~~———— The Company may, at its option, reclassify an Edit Coordinator position to an Edit Supervisor position and remove it from the Bargaining Unit. The Company will not be required to replace the reclassified Edit Coordinator position.~~

~~This letter will sunset 12/31/08 if Edit Supervisor position is not filled before 12/31/08.~~

LETTER OF UNDERSTANDING

~~The following Letter of Understanding was agreed between the Company and the Union during the collective bargaining negotiations for the current collective bargaining agreement:~~

~~———— Dated: January 1, 2013:~~

~~The Company may use non-unit employees, referred to as Video Journalist or VJ's, who may perform work under the jurisdiction of NABET-CWA, subject to the following conditions:~~

- ~~1. ——— VJ's will not be used as photographers for other reporters or other VJ's.~~
- ~~2. ——— The Company may not use VJ's to replace bargaining unit personnel on sick leave, vacation or any other leave of absence, or perform any other work within the jurisdiction of NABET-CWA, unless otherwise permitted under the terms of the collective bargaining agreement.~~
- ~~3. ——— Bargaining unit employees shall not be required to provide, or be responsible for, any VJ training.~~

~~The Company may have under its employ non-unit reporters, referred to Video Journalists or VJs (up to a maximum total of 2 VJs in 2008, up to a maximum total of 4 VJs in 2009 and after a maximum total of 4 VJs in each year thereafter) who can perform news shooting and news editing, provided there are no bargaining unit layoffs in the news department. If there is a layoff in the news department, the VJs shall cease news shooting and news editing during the layoff. This provision shall not be precedent setting for Article 10.3. No VJ shall operate eng or sng live trucks. Reduction(s) due to attrition shall not constitute a layoff and shall not affect VJs shooting/editing.~~

~~The VJs will be designated individuals. VJs will not be used as photographers to photograph other reporters or other VJs. Rules governing VJs performing other bargaining unit work will be the same as for other non-bargaining unit personnel (including as may be assigned in case of emergency).~~

~~Layoffs within the bargaining unit will be in accordance with the seniority provisions of this~~

Agreement

LETTER OF UNDERSTANDING 4

The following Letter of Understanding was agreed between the Company and the Union during the collective bargaining negotiations for the current collective bargaining agreement:

Dated: January 1, 2013

The Company may assign a non-bargaining employee to operate a camera via any IP-based technology (including but not limited to Skype, smart phone, lap top, tablet, "back-pack" technology, etc.) when an employee is reporting LIVE from a moving vehicle, provided the Company also assigns a photographer to operate (drive) the vehicle.

In a time-sensitive or sudden situation where the Company cannot do so, such assignment or utilization of a photographer is not required. For example, a non-bargaining Employee may be sent out to cover a natural disaster, but continuous coverage of such an event, following the initial breaking news story, shall require the assignment of a photographer as soon as possible.

This letter of understanding is limited to IP based technology and does not set a precedent as to the Company's use of other technology, or the Union's ability to challenge the Company's use of other technology. The Company will not use this letter to avoid overtime or reduce the number of photographers.

Letter of Understanding 5

The following Letter of Understanding was agreed between the Company and the Union during the collective bargaining negotiations for the current collective bargaining agreement:

Dated: January 1, 2013

The parties agree to remove the listed positions from the recognition language in Article [Section 2](#) and job classifications in Article 25 of the Agreement because the positions no longer exist.

The positions include:

1. Group 3 Chryon/Lighting Designer
2. Group 5 Tag Director
3. Group 5 Transmitter Supervisor
4. Group 5 Chyron Supervisor
5. Group 5 Producer

In the event the above positions are reinstated, the parties agree that the positions will be included in Article 2 and Article 25 in the same manner as the 2008 through 2012 Agreement. Further, the parties agree that the appropriate job descriptions and minimum wage scales (outlined in 2008-2012 Agreement), will be applicable until such time as the parties negotiate a change in terms.

TENTATIVE AGREEMENT SUBJECT TO RATIFICATION

The attached Collective Bargaining Agreement has been tentatively agreed to by WOIO, LLC
~~AWUAB/UAB Productions~~ and NABET-CWA, AFL-CIO subject to ratification by the Bargaining
Unit.

The undersigned recommend this Agreement for ratification by the Bargaining Unit.

Executed this _____ day of _____, 201__.

Company
Bargaining Committee

Union
Bargaining Committee
