

**AGREEMENT BY AND BETWEEN
EDUCATIONAL BROADCASTING CORPORATION
AND
WRITERS GUILD OF AMERICA, EAST, INC.
EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2011**

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Agreement (hereinafter referred to as the "Agreement") made and entered into as of the 1st day of July 2008, by and between the WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 555 West 57th Street, New York 10019 (hereinafter called the "Guild"), acting on behalf of itself and on behalf of the present and future members of the Guild and EDUCATIONAL BROADCASTING CORPORATION, whose principal office is at 450 West 33rd Street, 6th Floor, New York, New York 10001(hereinafter called the "Company").

In consideration of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I

SCOPE

A. The Guild has exclusive jurisdiction over the employees and functions specified below in this Article of those employees performing services at Thirteen/WNET (i.e., the primary program stream of Channel Thirteen) located at 450 West 33rd Street, 6th Floor, New York, New York 10001: Scheduling and Acquisitions; On-Air Continuity; On-Air Promotions; and On-Air Production; but not including employees who are supervisors as defined in the National Labor Relations Act. In no event shall any employees of the Company other than those covered by the bargaining unit perform the following functions: filler material (except as stated below); services in connection with on-air fund raising (except that in connection with Thirteen/WNET Auction, services may

continue); promotional production; on-air continuity; scheduling; and local acquisitions. The term "acquisition" includes packaging and the term "scheduling" includes researching and screening for scheduling.

B. In addition to bargaining unit work, employees may be assigned related professional duties. Employees may be assigned to any related professional duties not within the exclusive jurisdiction of another union. Such assignment shall not be interpreted to confer jurisdiction over the work.

C. Nothing shall preclude: (1) the Company from engaging an independent third party to provide a portion but not all of the total of the services set forth in (A) above, provided that (a) such engagement shall not as a consequence result in a reduction in staff, and, (b) such engagement shall not be undertaken for cost reasons, it being understood that since the Company frequently is the beneficiary of barter arrangements and full and partial *pro bono* work, the definition of cost reasons shall be the regular commercial charge of the third-party and not the cost to the Company; (2) the Company from utilizing independent third parties to provide services in the case where in its reasonable judgment it determines to do so because of the unique requirements or nature of the material being produced; (3) professional on-air Thirteen/WNET employees from writing their own script material; (4) *bonafide* supervisory employees of bargaining unit personnel from performing bargaining unit work as part of their supervisory duties, and senior management, executive producers, senior producers and coordinating producers from performing bargaining unit work as part of their duties, provided that such work shall not be the primary

responsibility of a manager, executive producer, senior producer or coordinating producer assigned such work; and (5) non-unit staff employees from performing services in connection with filler material insofar as ideas and/or concepts for filler material originate outside the bargaining unit. Except as otherwise provided, services in connection with ideas and/or concepts which originate with the bargaining unit shall be performed solely by members of the bargaining unit. Filler material (which includes material which may also be identified as "bridges") are self-contained units of any nature, ranging in length from thirty (30) seconds to eight (8) minutes.

D. In the event the Company transfers responsibility, or any part thereof, for management of the functions covered by this Agreement to any other party or to any other places, or changes its operations, in whole or in part, including but not limited to a departmental change involving title(s), location(s), and/or organization, the change shall not adversely affect the Guild's jurisdiction. This section shall not be interpreted to confer jurisdiction upon the Guild over work or for entities which has not been covered work.

ARTICLE II

RECOGNITION OF UNION AND WARRANTY OF REPRESENTATION

A. The Company hereby recognizes the Guild as the sole and exclusive collective bargaining agent for all persons employed by the Company in the following divisions or departments: Scheduling and Acquisition; On-Air Continuity; On-Air Promotions; On-Air Production; and shall, during the term of this Agreement, deal exclusively with the Guild as the collective bargaining

representative of such employees so long as the Guild complies with the warranty contained in Paragraph C of this Article II.

B. The Company shall not interfere with the right of any person employed by it to become a member of the Guild and shall not discriminate against, interfere with or coerce any member of the Guild because of such membership.

C. The Guild warrants that it represents for collective bargaining purposes a majority of employees as specified in Paragraph A above, and shall continue to represent a majority for such purposes for the duration of this Agreement.

ARTICLE III

UNION SECURITY

A. The Company shall not continue any individual in its employ unless he/she is a member in good standing of the Guild or has made application for membership in the Guild within thirty (30) work days following the beginning of his/her employment. Said thirty (30) days shall be computed cumulatively from the commencement of each employee's employment with the Company in a position covered hereunder.

B. The failure of any employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initial fees or periodic dues uniformly required shall obligate the Company to discharge such person upon written notice to such effect by the Guild unless such

dues and/or initial fees are tendered within five (5) days after the mailing of such notice to the Company and to the employee.

C. Nothing in this Article shall be construed to require the Company to cease employing any individual if the Company has reasonable ground for believing that: (1) membership in the Guild was not available to such employee on the same terms and conditions generally applicable to other members; or (2) such employee's membership in the Guild was denied or terminated for reasons other than failure of the employee to tender periodic dues and initiation fees uniformly required by the Guild as a condition of acquiring or retaining membership.

ARTICLE IV

CHECK-OFF

A. The Company shall deduct initiation fees, membership dues and assessments, uniformly required as designated by the Guild, upon receipt from each employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law. The Company shall be obligated to the individual employee if, by reason of Company error or failure, monies checked off are in error.

B. WRITERS GUILD OF AMERICA

“I, the undersigned, hereby authorize and direct Educational Broadcasting Corporation to check-off from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve (12) week period) as

promulgated by the Guild according to the procedure set forth in the Constitution of the WGAE and pay same to the Writers Guild of America, east, Inc., 555 West 57th Street, New York, New York 10019.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Company or, for a period of one (1) year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract periods, whichever is sooner, unless and until I give written notice to terminate to the Company and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one (1) year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one (1) year thereafter with the same privilege or revocation at the end of each such period."

WITNESS: _____

SIGNATURE: _____

DATE: _____

C. The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any form of liability as a result of making any deduction in accordance with the foregoing authorization and assignments.

D. The Company shall provide the Guild a monthly earnings report containing the names, social security numbers, gross earnings from all sources and dues deducted from those earnings for each employee in the bargaining unit. The Company shall provide such report within thirty (30) calendar days after the close of each month.

E. On July 1st of each year and upon reasonable request by the Guild, the Company agrees to provide the Guild with an updated employment list, which shall include each covered employee's full name, job classification,

employment status (full time or temporary), address, phone number, weekly salary along with any special salary arrangements, and date of hire.

ARTICLE V

VACATIONS AND HOLIDAYS

A. VACATIONS

1. Vacations will be scheduled year-round.

2. The Company shall consider the preferences of the individual employees affected regardless of time of year or special event or holiday, and said preferences shall be considered on the basis of seniority within the employee's grade. Nonetheless, vacation requests are subject to the Company's approval, which shall not be unreasonably withheld.

3. Vacations shall be scheduled to commence the day following the employee's regularly scheduled days off.

4. Employees shall be granted vacation with pay each year in accordance with the following schedules:

Service

Vacation Entitlement

First year

Two (2) Weeks

Second–Fourth Years

Three (3) Weeks

Fifth–Nineteenth Years

Four (4) Weeks

Twentieth and Succeeding Years

Five (5) Weeks

<u>Date of Hire</u>	<u>First Year's Vacation</u>	<u>Second Year's Vacation</u>
First Quarter	Entire First Year's Vacation	Entire Second Year's Vacation
Second Quarter	Half of First Year's Vacation	Entire Second Year's Vacation
Third Quarter	No Vacation	Entire Second Year's Vacation
Fourth Quarter	No Vacation	Entire Second Year's Vacation

No employee shall lose any vacation benefits accrued as of December 31, 2008 as a result of the application of Company Policy, however, vacation benefits accrued on or after January 1, 2009 are subject to being forfeited, in accord with the then prevailing Company policy concerning carry-over of unused vacation benefits from one calendar year to the next.

5. The Company may not require an employee entitled to more than one (1) week's vacation to take such vacation in separate units of less than one (1) week at a time. However, employees shall be free to do so.

6. An employee who is severed from the Company for any reason before having taken his/her vacation shall receive the full salary equivalent of any vacation to which he/she is entitled under this Agreement, and his/her entitlement to vacation shall be prorated according to the number of months or fractions thereof which he/she worked during the year in which his/her employment is severed.

7. Upon the request of the Guild, an appropriate Company official shall meet with the Guild shop steward or other Guild representative to

discuss the Company's plans for the scheduling of vacations for the employees covered by this Agreement or any other vacation issues.

8. An employee called back from a scheduled vacation shall receive his/her regular pay. In addition, the Company shall reimburse the employee from any financial loss incurred by him/her by reason of such Company request as well as any additional costs which may result from the rescheduling of his/her vacation. Further, the employee shall receive one (1) additional day of vacation for each day he/she is required to work during the scheduled period of his/her vacation.

9. The Company shall issue, in advance of vacation, a vacation pay check to which the employee is entitled.

10. Any employee who receives additional compensation for working in any higher paid classification, or who receives any other payments (excluding overtime under Article XXX) for one hundred twenty-five (125) or more cumulative days or in times during the twelve (12) month period preceding any vacation, shall receive, in addition to his/her then current regular pay, such additional compensation for working in the higher paid classification, at the then current regular pay, such additional compensation for working in the higher paid classification, at the then current rate for such work, and such other payments (excluding overtime under Article XXX) referred to herein, when on vacation, holiday or compensatory day off.

B. HOLIDAYS

1. The following days shall be holidays:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Thanksgiving Day
President's Day	Friday following Thanksgiving
Memorial Day	Christmas Day
Independence Day	Four (4) Personal Days
Labor Day	

A holiday falling on a Saturday is observed on the previous Friday.

A holiday falling on a Sunday is observed on the following Monday.

2. In the event any of said holidays shall fall on an employee's scheduled day off or during his/her vacation, such employee shall be given a compensatory day off which shall be taken at a mutually agreed time between Company and employee.

3. If any employee is required to work on any holiday listed in Paragraph 1 of this Article, he/she shall be compensated at time-and-one-half for all hours worked for a minimum eight (8) hour day, provided that an employee required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, shall be compensated at double-time for all hours worked for a minimum eight (8) hour day. At the employee's option, he/she may be compensated at straight time for working on a holiday and shall, in addition, receive four (4) hours' compensatory time for working on the holiday. The employee may take such compensatory time off in individual days or in combination with his/her vacation time.

4. In the event that during the term of the Agreement, New York State should enact a statute governing holidays or amend a current statute in order to conform to the United States Public Law 90-363, Holiday Act, either party, Guild or Company, may upon written notice to the other negotiate with respect to such terms in this Agreement which are the subject of the Statute.

ARTICLE VI

TRAVELING EXPENSES

Traveling expenses shall be provided in accordance with the then prevailing Company Policy.

ARTICLE VII

LEAVES

A. SICKLEAVE

1. The Company shall grant employees sick leave in accordance with the then prevailing Company Policy. However, unused sick days may be accrued to a maximum of fifty (50) days which may be added to the ten (10) paid sick days granted in a calendar year for a maximum paid sick leave in one (1) calendar year of sixty (60) days.

2. Any employee who receives additional compensation for working in any higher paid classification, or who receives other payments (excluding overtime under Article XXX) for one hundred twenty-five (125) or more cumulative days or times during the twelve (12) month period preceding a sick leave, and who is entitled to receive such sick leave as a paid sick leave, shall

receive, in addition to his/her then current regular pay, such additional compensation for working in the higher paid classification at the then current rate for such work when on sick leave, and any other payments (excluding overtime under Article XXX) referred to herein.

B. LEAVES OF ABSENCE

Leaves of absence with pay shall be granted in accordance with the prevailing Company Policy.

C. MATERNITY, PATERNITY, ADOPTIVE AND FAMILY CARE LEAVES

Maternity, paternity, adoptive and family care leaves shall be granted in accordance with the Family and Medical Leave Act or such more beneficial provisions as the prevailing Company Policy, if any, provides.

D. MILITARY LEAVE

Military leave shall be provided in accordance with the then prevailing Company Policy.

E. JURY DUTY

Employees shall be granted leave to serve on a jury in accordance with the then prevailing Company Policy. In addition, if an employee who is on jury duty Monday through Friday returns to work on such days, or works on Saturday and/or Sunday, such employee's hours at jury duty shall be included in

determining any additional payment pursuant to Article XXX ("Work Week, Work Day and Overtime").

F. FUNERAL LEAVE

Funeral leave shall be granted in accordance with the then prevailing Company Policy.

ARTICLE VIII

MEAL ALLOWANCE

Employees shall be given a meal allowance of ten dollars (\$10.00) whenever they are required for work for a period of ten (10) or more consecutive hours (including a paid lunch hour) on a regular work day or for a period of four (4) or more consecutive hours on a sixth or seventh day, provided however, that meal allowances hereunder shall be payable only if a written request therefor is submitted by the employee within thirty (30) days of the day on which he/she performed work qualifying him/her for a meal allowance.

ARTICLE IX

OUT OF AREA ASSIGNMENTS

A. If an employee is assigned by the Company to perform work outside the geographic jurisdiction of this Agreement, such employee's wages and working conditions shall be governed by the terms of this Agreement.

B. Any employee who receives days off while working at an out-of-area assignment shall be paid for those days off at his/her straight time

rate of pay (one-fifth of employee's weekly salary for each such day off). Such days off shall count toward the application of Article XXX.

C. For all purposes, an employee's shift and/or work day while on an out-of-area assignment shall begin when he/she leaves his/her lodging and shall include all traveling time between this lodging and the site of the out-of-area assignment in both directions.

ARTICLE X

MODIFICATION OF EXISTING AGREEMENTS: TRANSFER OF RESPONSIBILITY

A. The Company shall and hereby does modify all existing contracts and arrangements with employees to bring the same into conformity with the provisions of this Agreement with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any employee which terms are more favorable to such employee than the terms of this Agreement.

B. The Company shall not enter into a contract with, or employ, any employee on terms and conditions less favorable to him/her than those set forth in this Agreement. Only the Guild and the Company shall have the right to waive any of the provisions of this Agreement by mutual consent. The terms of this Agreement are minimum and nothing herein contained shall prevent an employee from negotiating or obtaining better terms than the minimums here provided.

C. In the event that the Company transfers an employee and such transfer involves relocation, the Company's then prevailing relocation expense policy shall apply.

ARTICLE XI

LAYOFFS

A. Prior to all "layoffs" (severance of employment without the intent to replace the employee dismissed), the Company shall notify the Guild before officially notifying the employee concerned, of the proposed layoff. At the Guild's request, the Company shall meet immediately with the Guild to discuss the situation. The employee(s) may not be laid off sooner than fourteen (14) calendar days from the date the employee was first notified, unless the Guild consents to an earlier layoff, but may be laid off at any time on or after the end of such fourteen (14) calendar days unless the Company has occasioned the delay in meeting beyond such fourteen (14) calendar days.

B. The Company shall lay-off employees by job classification in reverse order of the employee's seniority. However, the Company may layoff out of seniority when (1) an employee is performing a unique job function or is less than fully assignable; (2) an employee has significantly different job responsibilities; or (3) an employee has performed a function exclusively for a substantial period of time. For the purposes of this Paragraph B, the employees seniority date shall be his/her date of hire with the Company.

C. If the Guild should arbitrate the question of whether the Company correctly effectuated a layoff, the Company need not retain any such

employee in its employ during the period of arbitration, but in the event the employee has not been retained and the arbitration award is in his/her favor, he/she shall be entitled to receive the wages lost by him/her during such period. Such employee shall on his/her reinstatement be credited for all seniority purposes under this Agreement.

D. In the event of the layoff of an employee, if at any time within eighteen (18) months of the date of said layoff a vacancy occurs in said employee's job classification, the employee so laid off shall be re-employed in that classification in order of seniority prior to layoffs unless the Company can affirmatively demonstrate that there is a superior internal or external candidate. If such employee is re-employed, he/she shall be restored to the seniority he/she had as of the date of the layoff and shall be credited with his/her previous service for vacation purposes.

E. Acceptance by an employee of severance pay shall not constitute an estoppel.

F. In the event an employee, who the Company intends to lay off in accordance with this Article, accepts a transfer to a position not covered by this Agreement, or in the event an employee volunteers to transfer to a position not covered by this Agreement, the employee shall not be entitled to the severance pay otherwise provided for in this Agreement. An employee who accepts such a transfer in lieu of layoff shall retain his/ her recall rights under

Paragraph D of this Article and shall be eligible for severance pay under this Agreement if recalled to the bargaining unit and thereafter laid off therefrom.

ARTICLE XII

SEVERANCE PAY

Severance pay shall be in accordance with the then prevailing Company Policy.

ARTICLE XIII

DISCIPLINE

A. The Company shall notify the Guild before disciplining any employee and meet with the Guild immediately upon its request to discuss the discipline. Notwithstanding the foregoing, if the Company is of the opinion that it must act quickly because of the nature of the circumstances, it may proceed with the discipline and notify the Guild promptly thereafter.

B. The Company shall make available, during regular business hours, to the Guild and employee involved copies of all written appraisals of an employee's job performance (which written appraisals constitute an employee's "file"). An employee shall have the right to meet with the manager(s) who issued the written appraisal in order to discuss the matter, as well as submit a written response to any criticism contained in any such written appraisal, which shall be included in the employee's file. The Company's failure to comply with the above provisions shall preclude it from later using said written appraisal as the basis for any disciplinary action.

C. In any event, any disciplinary letter or memo or notation in any form whatsoever shall, after a period of three (3) years during which time no other incident occurred, be removed from the employee's file and destroyed and such may not be introduced as evidence in any subsequent hearing, grievance, and/or arbitration.

ARTICLE XIV

DISCHARGE

A. For all discharges the Company shall notify the Guild before officially notifying the employee. Notwithstanding the foregoing, if the Company is of the opinion that it must act quickly with respect to a discharge because of the nature of the circumstances, it may proceed with the discharge and notify the Guild promptly thereafter. When such notification to the Guild has been oral, it will be confirmed in writing. At the Guild's request, the Company shall meet immediately with the Guild to discuss the situation.

B. The Company shall have the right to discharge an employee for cause. Discharges of Writer/Senior Producers with less than six (6) months Company service and discharges of employees in other classifications with less than three (3) months Company service shall not be arbitrable. The Guild may seek, and if the decision of the Arbitrator is in the Guild's and/or the employee's favor, the Arbitrator may fashion, such remedy as he/she deems proper under the individual set of circumstances.

C. With respect to Writer/Senior Producers with six (6) or more months of Company service, cause shall include the Company's judgment

relating to the employee's ability to perform the required work. Before any discharge under this Paragraph C, the Company shall give good faith consideration to transferring the employee to another area within the Company where the talents and experience of the employee might be utilized. Upon a termination under this Paragraph C, the Writer/Senior Producer shall receive, in lieu of any other payment, double the severance pay set forth in Article XII, Severance. An arbitration over a discharge under this Paragraph C shall be limited to whether the Company's judgment was exercised arbitrarily or capriciously.

ARTICLE XV

GRIEVANCE MACHINERY

For the purpose of resolving any differences of interpretation arising out of this Agreement or application of any of the provisions of this Agreement, either party may file a grievance under this procedure. A grievance must be filed within sixty (60) days of when the grieving party became aware of the event, act or omission giving rise to the alleged violation of this Agreement. The party against whom the grievance is filed, the Company or the Guild as the case may be, shall have twenty-one (21) days to respond to the grievance following its receipt of the grievance, after which the parties shall confer, upon the request of either.

ARTICLE XVI

ARBITRATION

A. If a grievance filed in accord with Article XV is unresolved, either party may submit it to arbitration, provided that it does so within ninety (90) days of (i) the non-grieving party's response to the grievance or (ii) the expiration of the twenty-one (21) days to respond to the grievance where no response has been provided, as referred to in Article XV, whichever is sooner. Such arbitration shall be filed and conducted in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association, subject to the following:

1. A demand for arbitration shall be in writing.
2. There shall be one (1) arbitrator.
3. No arbitrator shall be appointed by the American Arbitration Association who has not been approved by both parties unless and until the parties have had submitted to them at least three (3) lists of arbitrators from the Association's panels and have been unable to select a mutually acceptable arbitrator from those lists.
4. The parties shall equally divide the fees and expenses of the arbitrator except as they may otherwise specifically agree.
5. The arbitrator shall issue a written award.

On mutual consent of the parties, a dispute may be submitted for resolution under the Expedited Procedures of the American Arbitration Association.

B. The Guild may seek whatever remedies it deems necessary and the Arbitrator shall be free to issue such relief as he/she deems appropriate.

C. All arbitrations arising under this Agreement shall be determined under the laws of the State of New York and federal common law and shall be conducted in New York City. The parties shall abide by the award of the arbitrator. Judgment upon the award may be entered in any court of competent jurisdiction.

D. In the Event that either party fails or refuses to put an arbitration award into effect, the arbitrator who rendered the award shall have authority to order appropriate relief, including liquidated damages. This shall be in addition to any other legal or equitable remedies which a party may have.

E. The Company shall not discriminate against any employee because of any claim made by him/her or submitted to grievance or arbitration proceedings by the employee through the Guild respecting the performance of this Agreement by the Company.

ARTICLE XVII

NO STRIKE/NO LOCKOUT

A. During the term of this Agreement, the Guild shall not cause, sanction or take part in any strike, sympathy strike, walkout, or stoppage of work or other interference with the conduct of the Company's operations.

Nothing contained herein shall impair whatever right an individual employee may have under the law. During the term of this Agreement, the Company shall not engage in a lockout.

B. The Guild shall have no financial liability for acts of its members which are unauthorized and which the Guild cannot control. In the event of any such unauthorized action, the Guild shall, upon receiving notice thereof, direct its members to return to work if there should be a work stoppage.

C. In the event of any strike by any other union or by the Guild concerning members or matters not covered by this Agreement, the employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company shall not discipline any employee because of his/her refusal as an individual to cross a WGA picket line against the Company.

ARTICLE XVIII

NO DISCRIMINATION

The Company and the Guild represent that they have not, and shall not discriminate against applicants for employment because of sex, age, race, sexual preference, color, creed or national origin.

The Company represents that it has not entered, and shall not enter into agreements for the establishment in the industry of political criteria as the basis for employment. Any action taken by the Company in the exercise of its independent judgment in connection with the employment of any person by it

shall not be deemed to be an agreement for the establishment in the industry of any such criteria.

The Company and the Guild shall cooperate with and participate in any reasonable and proper efforts on an industry basis to work out methods of preventing injury to the reputation and earning capacity of individuals which would result from charges that an individual is engaging in subversive activities and/or holds certain political beliefs and/or has certain political affiliations where such charges are based on surmise or rumor. Each signatory to this Agreement shall cooperate and participate in the aforesaid efforts and agrees to abide by such methods which have been worked out on an industry basis and agreed to by it.

ARTICLE XIX

BULLETIN BOARDS

The Company shall provide bulletin boards suitably placed for the use of the Guild.

ARTICLE XX

NOTICES

Notices required under this Agreement shall be sent to the Guild at its address in New York, New York, or to the Company at its address in New York, New York.

ARTICLE XXI

NOTICE OF HIRING

The Company shall notify the Guild in writing, promptly, but in no event later than seven (7) days, of the hiring of any employee covered by this Agreement. Such notice shall set forth in detail:

1. the nature of the employment, e.g., regular staff;
2. date of commencement of hire;
3. termination date if applicable;
4. job classification;
5. location;
6. a statement that the employee (if newly employed) has been informed of Guild shop requirements and furnished a checkoff authorization form;
7. salary, including special salary arrangements, if any, e.g., overscale payments; and
8. any other understandings, etc., agreed upon by the Company and employee.

ARTICLE XXII

NOTICE OF CHANGE IN EMPLOYMENT STATUS

The Company shall notify the Guild promptly, but in no event later than seven (7) days after the events of actions involving employee status, such as promotions (whether or not to a position covered by this Agreement), transfer, resignation, severance, etc. Such notification by the Company shall not relieve the Company of any other obligations to report or furnish notice to the Guild as such may appear elsewhere in this Agreement.

ARTICLE XXIII

SHOP STEWARDS

A. A representative of the Guild shall be admitted at all reasonable times to the areas where work by employees covered by this Agreement is performed.

B. The Company shall recognize one (1) employee in each unit to be designated as a Shop Steward and an alternate and to permit either one to engage in legitimate Guild activities.

ARTICLE XXIV

SEVERABILITY

If any provisions of this Agreement or any applicable Supplement violates or requires either party to violate any applicable law, rule or regulation of the federal, state or local government, to that extent, such provision shall be severed from the remainder and shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXV

DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries except for withholdings or deductions which are required by law or are provided for in this Agreement and except for deductions for any employee benefits which are mutually agreed upon between the employee and the Company.

ARTICLE XXVI

COMPENSATION

The minimum annual compensation (“New Pay Tier”) for employees covered by this Agreement shall be as follows:

POSITION	7/1/2008 (3.0%)	7/1/2009 (2.0%)	7/1/2010 (3.0%)
Production Assistant	\$40,084.59	\$40,886.28	\$42,112.87
Writer/Associate Producer	\$48,396.88	\$49,364.82	\$50,845.76
Writer/Coordinator Producer	\$50,265.44	\$51,270.76	\$52,808.87
Writer/Producer	\$56,758.15	\$57,893.31	\$59,630.11
Over 36 months	\$61,532.20	\$62,762.84	\$64,645.73
Writer/Senior Producer	\$74,263.00	\$75,748.26	\$78,020.71
Over 48 months	\$82,750.20	\$84,405.20	\$86,937.36

A. The New Pay Tier shall apply to individuals hired or promoted into the stated positions as of July 1, 2004. Any such staff paid an overscale salary shall not be entitled to the percentage wage increases (3.0% effective 7/1/08, 2.0% effective 7/1/09, and 3.0% effective 7/1/10) provided in the New Pay Tier under this Agreement, provided that they shall not, as a result, be paid less than the applicable minimum in the New Pay Tier.

B. Individual Compensation

1. Salaries shall be paid weekly.

2. (a) An employee who at the Company's direction is working at a higher classification shall be paid at the salary for that classification unless

the individual's then current salary is higher than the minimum salary for the higher classification, in which case the upgraded employee shall receive no less than forty dollars (\$40.00) additional salary for each day he/she is upgraded.

Writer/Senior Producer

- Duties of Writer/Producer plus:
- Initiates intra-and inter-departmental relations as necessary for successful project completion.
- Makes judgment calls which directly affect project content and style.
- Develops and executes specific strategies and projects based on management overview.
- Designs project systems including but not exclusively: tape; data; and facilities.
- Evaluates and recommends staffing needs.
- Establishes project parameters and deadlines.
- Guides the work of Writer/Producers, Writer/Associate Producers and Productions Assistants.

Writer/Producer

- Duties of Writer/Associate Producers plus:
- Develops and executes, based on supervisors final approval, broadcast and non-broadcast projects including but not exclusively: schedules, series content; tape material; promotion; long and short form fundraising; and line production for broadcast events.
- Guides the work of Writer/Associate Producers and Production Assistants, as assigned.

Writer/Coordinating Producer

- Duties of Writer/Associate Producer plus:
- Coordinates activity of a unit under the direction of Writer/Senior Producer or Writer/Producer with more autonomy than Writer/Associate Producer.
- Guides work of Writer/Associate Producers and Production Assistants as assigned.

Writer/Associate Producer

- Duties of Production Assistant plus:
- Implements projects, productions activity and schedules under the direction of Writer/Senior Producer, Writer/Producer and Writer/Coordinating Producer or management.
- Screens, evaluates and researches programs or production related projects as assigned.
- Writes copy as assigned.
- Guides the work of Production Assistants as assigned.

Production Assistant

- Gather project and production related material.
- Provides intra-and inter-departmental liaison as assigned. Generates talent contracts.
- Maintains residual records and database for production materials.
- It is agreed that non-unit employees whose primary responsibilities are not directly related to production or post-production may periodically be assigned Production Assistant duties, including those set forth above, as part of their jobs.

3. If an employee is temporarily assigned to a higher classification for six (6) consecutive months, that employee shall be placed permanently in that higher classification.

4. Notwithstanding the foregoing, if an employee requests or if the Company desires and the employee agrees, he/she shall receive training days, to a maximum of three (3) days per month and eight (8) days per year, at a higher classification without payment of such upgrade. In no event may such training days be on an occasion where the employee would replace a higher classification employee who is absent for any reason, including but not limited to vacation, illness, leave of absence or upgrade to a higher position.

C. Merit Increase and Promotions

The Company may, at its discretion, evaluate each employee and may grant such employee such increase, if any, in excess of increases provided in this Article, which the Company is of the opinion the employee is entitled to receive.

ARTICLE XXVII

WORKING CONDITIONS

A. The Company agrees to provide employees with safe physical working conditions.

B. Failure to provide safe physical working conditions shall be a matter which may be taken up under the grievance and arbitration provisions of this Agreement.

C. The Company shall provide employees on travel assignments Travel- Accident Insurance in accordance with the applicable Company Policy.

D. The Company shall cover all employees under Worker's Compensation.

E. The Company shall provide adequate training on all new equipment and/or new methods that employees will be required to use on the job. This training will include hands-on time on the equipment. In the event that an employee is trained on new equipment and/or for new methods, but is not

assigned to or does not work using such equipment or new methods for a period of three (3) months or longer, refresher training including hands-on time and instruction by a skilled operator will be provided. The nature and amount of such training shall not be subject to arbitration except that such limitations shall not apply in the event of a grievance or arbitration of any discipline.

If an employee on staff as of July 1, 1996 is unable to perform duties involving new technical equipment after a good faith effort to do so, the Company shall make a good faith effort to transfer the employee to a comparable position within the Company that does not involve duties on such technical equipment. If such a transfer is not feasible, the employee will be paid severance pay pursuant to Article XII of this Agreement.

F. The Company shall use best efforts to provide ergonomically correct work stations for all employees including, but not limited to, ergonomically correct desks, chairs and computer accessories.

G. The Company shall reimburse the employee for taxi fare between the work location and employee's home only for shifts requiring an employee to leave work at 9 p.m. or later, or begin work at 7 a.m. or earlier. If for such shifts, the employee opts to drive rather than use a taxi, the Company shall reimburse employee for all gas, tolls, and parking fees.

ARTICLE XXVIII

EMPLOYEE BENEFITS

Medical Insurance, Accidental Death and Dismemberment Insurance, Life Insurance, Retirement Plan, Tuition Reimbursement, Travel Accident Insurance and Short and Longer Term Disability shall be provided in accordance with the then prevailing Company Policy. All employees covered by this Agreement shall be classified for payroll purposes in such fashion as to insure that they will receive all applicable employee benefits.

ARTICLE XXIX

VACANCIES

The Company shall provide advance notice of vacancies at the Company in accordance with the then prevailing Company Policy.

ARTICLE XXX

WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week shall be forty (40) hours (inclusive of meal periods). The Company shall have the right to schedule employees to a work week consisting of any five (5) days in a seven (7) day period. The Company shall have the right to change an employee's schedule up to six (6) times each calendar year, upon fourteen (14) days written notice to the employee.

B. All employees who work in excess of forty (40) hours during their work week, whether a consecutive or non-consecutive five day work week, shall be paid time and one-half for all hours worked in excess of forty (40).

C. Employees shall be compensated at the rate of time and one-half for work performed on a sixth or seventh day, only to the extent such hours worked are in excess of forty (40) for their work week.

D. Employees shall have the option of converting overtime earned in accordance with the foregoing schedule to compensatory time off, up to a maximum of five (5) compensatory days per calendar year. Such five (5) compensatory days may be taken as a one (1) week increment and, if the employee wishes, may be added to his/her vacation. No employee shall lose earned compensatory time as a result of his/her inability to schedule such time off. In addition, if an employee has been unable to schedule such time off within three (3) months of the date it is earned, he/she shall thereafter have the option of converting such compensatory time to paid overtime.

E. If at any time in the opinion of an employee and the Guild such employee is required to work an excessive amount of hours, the matter shall be taken up under the grievance and arbitration provisions of this Agreement.

F. An employee who, upon request of his/her supervisor, agrees to be on call or who is required to call in to the Company during the employee's non-working hours regarding Company-related business shall be credited with not less than one (1) hour of work or the length of the call, whichever is greater.

ARTICLE XXXI

TERM AND DURATION

The term of this Agreement shall be from July 1, 2008, to, and including June 30, 2011. The parties shall, at least sixty (60) days prior to June 30, 2011, in good faith commence negotiations for a renewal agreement.

ARTICLE XXXII

CREDITS

A. The Company shall continue to give credit to Guild-covered employees in On-Air Continuity, On-Air Fundraising, and Acquisitions in accordance with past practices as of July 1, 1983, and shall continue the placement of such credits as in the past. In addition, the Company shall give credit to employees in On-Air Promotion in the same manner as it does for On-Air Continuity.

B. The Company shall endeavor to provide video "On-Air Promotion Producer" credit, or some other appropriate Guild-approved credit, to employees in the Promotion Production Department. The Company has not guaranteed to provide such credit and the failure to give credit under Paragraph B shall not be considered a breach of this Agreement.

C. The omission of credit for any reason other than the preference of the employee (but only with the approval of the Guild), shall be subject to grievance and arbitration, and the Guild may seek remedies as provided in Article XV.

ARTICLE XXXIII

INTERNS

The Company shall have the right to assign interns and volunteers who are not in the unit to all bargaining unit work, provided that the Company, shall, on a quarterly basis, inform the Guild of interns and volunteers engaged, and provided that such assignments do not result in the layoff of unit staff.

ARTICLE XXXIV

TEMPORARY EMPLOYEES

- A. The Company shall have the right to employ temporary employees for a period of not less than one (1) week and not more than twenty-six (26) weeks.
- B. The reason(s) for hiring the temporary employee shall be solely vacation, illness, leaves of absence, special assignment of another employee or workload of a temporary nature, e.g., On-Air Fundraising drives, and special projects.
- C. A temporary employee shall be entitled to all the benefits of this Agreement to which he/she would be otherwise entitled were he/she not a temporary employee except the provisions of the Articles relating to severance, sick leave, leaves of absence, savings and investment, tuition reimbursement, life insurance or hospitalization benefits.
- D. A temporary employee shall receive a premium equal to 10% of the applicable base rate set forth in this Agreement. Any temporary

employee receiving a premium in excess of 10% shall have such premium automatically adjusted to 10% upon ratification of this Agreement. This provision, however, in no way precludes the Company from awarding a temporary employee a premium over 10% at its discretion.

E. A temporary employee may be upgraded to a higher position from that which he/she was originally employed only for the purpose of filling in for someone who is out ill or on vacation.

F. In the event that a temporary employee is retained in the employ of the Company beyond fifteen (15) weeks without written Guild approval, he/she shall automatically become a staff employee and seniority and service credit shall be adjusted to the first date of employment with the Company.

G. In the event that an employee who has been employed as a temporary employee is employed as a staff employee, other than by operation of subsection F above, his/her seniority and service credit shall be adjusted to include his/her employment as a temporary employee; except that any service preceding an interval of twelve (12) calendar months of no service shall not be included in the adjustment.

H. In the Company's notice of employment to the Guild, the Company shall specify:

1. The name and address of the temporary employee;

2. The period for which the temporary employee is being employed; and
3. The name of the staff employee temporarily unavailable to perform his/her normal assignments.

ARTICLE XXXV

CHANGES IN COMPANY POLICY

Numerous Articles herein, particularly including, but not limited to, those concerning Company-provided benefits, refer to or have been drafted so as to incorporate "Company Policy." The Company shall have the right to change Company Policy, provided that any such change which might diminish benefits provided to, or which otherwise adversely affects employees, shall not become effective with respect to any employee until the Guild has received prior written notice of the change in Company Policy. Should Company Policy, or Company-provided benefits, as interpreted by the Guild, improve during the term of this Agreement, such improvements shall inure to Guild-covered employees immediately after such improvements take effect for any represented or non-represented employee.

ARTICLE XXXVI

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and

discretion and without bargaining: to combine positions, assign work, and introduce new technology, methods, equipment and automation.

ARTICLE XXXVII

SUCCESSORS

This Agreement shall be binding upon the parties, their successors and their assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures as of the 1st day of July, 2008.

ACCEPTED AND AGREED TO:
**EDUCATIONAL BROADCASTING
CORPORATION**

ACCEPTED AND AGREED TO:
**WRITERS GUILD OF
AMERICA, EAST, INC.**

By: _____
Kenneth Devine

By: _____
Lowell Peterson

SIDELETTER A

July 1, 2008

Writers Guild of America, east, Inc.
555 West 57th Street, Suite 1230
New York, New York 10019

Re: Labor-Management Committee

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between the Educational Broadcasting Corporation (the "Company") and the Writers Guild of America, east, Inc. (the "Guild") effective July 1, 2008 (the "Agreement").

This will confirm that a Labor-Management Committee shall be comprised of the shop stewards representing each unit, a Guild representative, senior management representatives and such other person(s) as the parties may agree, on an ad hoc basis, to be appropriate. The committee shall meet bi-monthly at the request of either party to discuss any matters of concern to either party regarding the operations of Thirteen/WNET. The committee shall not be empowered to adjust contractual grievances.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

**EDUCATIONAL
BROADCASTING
CORPORATION**

By: _____
Kenneth Devine

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Lowell Peterson

SIDELETTER B

July 1, 2008

Writers Guild of America, east, Inc.
555 West 57th Street, Suite 1230
New York, New York 10019

Re: Child Care

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between the Educational Broadcasting Corporation (the "Company") and the Writers Guild of America, east, Inc. (the "Guild") effective July 1, 2008 (the "Agreement").

This will confirm the Company's commitment to explore methods by which the Company may provide child care for its employees.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

**EDUCATIONAL
BROADCASTING
CORPORATION**

By: _____
Kenneth Devine

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Lowell Peterson

SIDELETTER C

July 1, 2008

Writers Guild of America, east, Inc.
555 West 57th Street, Suite 1230
New York, New York 10019

Re: Tuition Reimbursement

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between the Educational Broadcasting Corporation (the "Company") and the Writers Guild of America, east, Inc. (the "Guild") effective July 1, 2008 (the "Agreement").

To augment the Company's tuition reimbursement program, the Company recognizes that Writers/Senior Producers and Writers/Producers would benefit from attendance at certain industry recognized conferences and writing or editing programs. Accordingly, the Company shall give good faith consideration to such attendance from time to time, on a rotating basis, which would be fully paid for by the Company and maybe, depending on the conference or program, partially or fully occurring during otherwise working time. Nothing herein shall be subject to Article XV, Grievance Machinery or Article XVI, Arbitration.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

**EDUCATIONAL
BROADCASTING
CORPORATION**

By: _____
Kenneth Devine

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Lowell Peterson

July 1, 2008

SIDELETTER D

Writers Guild of America, East, Inc.
555 West 57th Street, Suite 1230
New York, New York 10019

Re: Non-Exclusive Jurisdiction

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between the Educational Broadcasting Corporation (the "Company") and the Writers Guild of America, east, Inc. (the "Guild") effective July 1, 2008 (the "Agreement").

Notwithstanding anything to the contrary in the Agreement, including in Article I of the Agreement, the Company shall have the right to assign "On-Air Continuity" and "Scheduling and Acquisitions" work, including but not limited to work encompassed by the terms "acquisition" and "scheduling" as defined in the last sentence of Article I, Section A (collectively, "Scheduling/Acquisitions"), to non unit employees as part of their duties. Such work shall not be the primary responsibility of a non-unit employee to whom such work is assigned, and such assignments shall not be intended to result in the transfer of all such work out of the unit.

Further, the Company and the Guild agree that upon Kathy Dobkin's separation from employment with the Company, due to the management responsibilities she currently performs, the Company shall have, in addition to the rights set forth above, the right to assign Scheduling/Acquisitions work, and all other work performed by Dobkin, to a (non-bargaining unit) manager whose responsibilities shall include Scheduling/Acquisitions. EBC shall have no obligation to replace Dobkin with a bargaining unit employee. The assignment of such unit work to a manager shall not convert the manager to a unit employee. Further, the manager shall have the right to seek input and assistance from any other EBC employees, in the unit and outside the unit, as well as (non-EBC) third parties, concerning Scheduling/Acquisitions.

The Guild and the Company also agree that the Company shall have no obligation to replace Noreen Bonner with a bargaining unit employee upon her separation from employment with the Company; provided that if the Guild notifies the Company in writing of a claim, following Bonner's separation, that On-Air Continuity work has become the primary responsibility of a non-unit employee, and the Company does not within a reasonable time of such notification adjust the work assignment of such employee to address the Guild's claim, the Guild may pursue a claim that such employee be included in the unit.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

EDUCATIONAL BROADCASTING CORPORATION

By: _____
Kenneth Devine

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA EAST, INC.

By: _____
Lowell Peterson

July 1, 2008

SIDELETTER E

Writers Guild of America, East, Inc.
555 West 57th Street, Suite 1230
New York, New York 10019

Re: Jurisdiction Regarding Producing/Writing Promotional Material

Ladies and Gentlemen:

Regarding the grievance filed by the Writers Guild of America, East (the "Union") on February 21st, 2008, asserting that the Educational Broadcasting Corporation (the "Company") was refusing to utilize appropriate bargaining unit staff to perform bargaining unit promotional work, and which the Company has denied and concerning which it admits no wrong doing and has disputed all claims by the Union, the parties agreed to the following settlement terms and hereby supplement the Collective Bargaining Agreement by and between the Union and the Company effective July 1, 2008 (the "Agreement"):

- The Company is permitted and may continue to use appropriate, non-bargaining unit staff to produce and write promotional material for: "Nature," "Religion & Ethics Newsweekly," and "Secrets of the Dead," and special projects and new series where appropriate.
- Bargaining unit members in accordance with the Agreement will continue to be assigned to produce and write the majority of on-air promotional materials for the following programs: "Cyberchase," "Celebration of Teaching and Learning," "Wide Angle," and "Sunday Arts," in addition to the programs to which they are currently assigned. The parties agree that before any long term changes can be made with respect to producing and writing covered on-air promotional materials for the above programs the Company must contact the Union. If the two parties cannot agree on such changes, then the Union may exercise its right to grieve the matter under Article XV of the Agreement should the Company implement the changes.
- Neal Shapiro or his successor (and any other person at his/her discretion and under his/her supervision) in accordance with the Agreement is permitted and may continue to write promotional material for "Reel Thirteen." Bargaining unit members in accordance with the Agreement will continue to be assigned all covered work done subsequent to such writing. The parties agree that before any long term changes can be made with respect to covered post-writing work on the above program the Company must contact the Union. If the two parties cannot agree on such changes, then the Union may exercise its right to grieve the matter under Article XV of the Agreement should the Employer implement the changes.

- Whereas the Company has elected to add a fulltime Production Assistant position into the bargaining unit. The Company has identified the person who will fill the position and it shall do so promptly.
- Upon request of the Union, the Company shall provide reporting on which staff are being assigned to perform promotional work on the covered work produced by the Company.
- The Company in accordance with its HR policy has and will continue to offer training and extend where appropriate additional production opportunities to bargaining unit staff when new covered work becomes available.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very Truly Yours,

EDUCATIONAL BROADCASTING CORPORATION

By: _____
Kenneth Devine

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA EAST, INC.

By: _____
Lowell Peterson

July 1, 2008

SIDELETTER F

Writers Guild of America, East, Inc.
555 West 57th Street, Suite 1230
New York, New York 10019

Re: Grandfathered Pay Tier/Overscale Employees

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between the Educational Broadcasting Corporation (the "Company") and the Writers Guild of America, east, Inc. (the "Guild") effective July 1, 2008 (the "Agreement").

Staff employed prior to July 1, 2004 shall be grandfathered into the "old pay tier" set forth below, for the term of the Agreement.

	<u>7/1/08 (3.0%)</u>	<u>7/1/09 (2.0%)</u>	<u>7/1/10 (3.0%)</u>
Production Assistant	\$40,093.10	\$40,894.96	\$42,121.81
Writer Assoc. Prod I	\$46,434.21	\$47,362.90	\$48,783.78
Writer Assoc. Prod II	\$51,294.85	\$52,320.74	\$53,890.36
Writer/Prod. I	\$58,829.30	\$60,005.88	\$61,806.06
Writer/Prod. II	\$67,578.36	\$68,929.93	\$70,997.83
Writer/Senior Prod. I	\$76,807.16	\$78,343.30	\$80,693.60
Writer/Senior Prod. II	\$91,387.72	\$93,215.47	\$96,011.94

Staff who upon execution of the Agreement are receiving overscale salaries (Ana Ramos and Phil Seldis) shall receive wage increases equal to those set forth in the grandfathered pay tier above for "Writer/Senior Producer II," *i.e.*, based upon application of the agreed upon percentage wage increases (3.0%/2.0%/3.0%) to the salaries set forth in the tier and not their overscale salaries.

Other staff paid an overscale salary shall not be entitled to percentage wage increases provided under this Agreement, as set forth in the grandfathered old pay tier or the new pay tier in the Agreement, provided that they shall not, as a result, be paid less than the applicable minimum in the applicable tier. Overscale employees shall be eligible for merit increases in accord with Article XXVI, Section C of the Agreement.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

EDUCATIONAL BROADCASTING CORPORATION

By: _____
Kenneth Devine

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA EAST, INC.

By: _____
Lowell Peterson