

**2007-2011
AGREEMENT**

between

**WRITERS GUILD OF AMERICA, EAST, AFL-CIO
&
PHOENIX COMMUNICATIONS GROUP**

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**SIDELETTER #1
GRANDFATHERING PROVISIONS**

This letter will set forth our understanding reached in our 1999 negotiations between the Writers Guild of America, East, Inc., AFL-CIO, and Westwood One Broadcasting Services, concerning the minimum rates of pay for current Bargaining Unit Employees who were on the Shadow payroll as of June 1, 1995, and additional vacation entitlement for current Bargaining Unit Employees who were on the payroll as of December 31, 1994.

1. Current full-time Bargaining Unit Employees who have been on the Shadow Broadcast Services payroll as of June 1, 1995, will receive a rate of pay of not less than \$11.00 per hour.

2. Current full-time Bargaining Unit Employees who have been on the Shadow Broadcast Services payroll as of December 31, 1994, will receive fifteen (15) vacation days per year for the duration of the 1997-1999 Agreement.

3. Bargaining Unit Employees who have been paid as Bureau Chiefs as of December 7, 1999, shall be paid at the Executive Producer rate for the duration of this Agreement.

Wednesday	Thursday	Friday
FT Bureau Chief	FT Bureau Chief	FT Bureau Chief
PT Mobile Reporter	PT Mobile Reporter	PT Mobile Reporter
PT Mobile Reporter	PT Mobile Reporter	PT Mobile Reporter
PT Bureau Chief	PT Bureau Chief	PT Bureau Chief
PT Bureau Chief	PT Bureau Chief	PT Bureau Chief
PT Production Assistant	PT Production Assistant	PT Production Assistant
FT Producer	FT Producer	FT Producer
PT Production Assistant	PT Production Assistant	PT Production Assistant
Producer	Producer	Producer

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This AGREEMENT is made and entered into as of the sixteenth day of January, 2007, 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, New York, 10019, (hereinafter called "Union"), acting on behalf of itself and the WRITERS GUILD OF AMERICA, WEST, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California having its principle office at 8955 Beverly Boulevard, Los Angeles, California 90048, and affiliated with the Union, and also acting on behalf of the present and future members of the Guild: and THE PHOENIX COMMUNICATIONS GROUP, INC., a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey, whose principal office is at 3 Empire Boulevard, South Hackensack, New Jersey 07606, (hereinafter called the "Company").

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

I. RECOGNITION AND WARRANTY

A. The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all Employees of the Company now or hereafter employed in all classifications included in the "Editorial Bargaining Unit" as hereafter defined in Section B ("Employees"), at its production facilities at 3 Empire Boulevard, South Hackensack, New Jersey 07606, and at such other and further facilities which the Company may obtain, acquire, use, or otherwise occupy during the life of this Agreement; and the Company shall during the term of this Agreement deal exclusively with the Union as the collective bargaining representative of such Employees so long as the Union complies with the warranty contained in paragraph E of this Article I.

B. The "Editorial Bargaining Unit" shall be defined as all Employees employed by the Company at the aforementioned facilities who perform technical and/or creative services for the production of all the Company's programs, products and services in all media (e.g., live, film, tape) whether presently known or unknown, commercial or non-commercial. Performing technical and/or creative services for the production of the Company's programs, products and services shall include, but is not limited to, writing, editing, producing and viewing duties, as well as direct support services including library, research and statistical services, but exclusive of all clerical and sales personnel, guards, managers and supervisors as define by the Act.

C. The "Editorial Bargaining Unit," as hereinbefore defined, includes, as of the first effective date of this agreement, the following classifications: Senior Producer, Producer/Writer, Producer, Associate Producer, Assistant Producer, Writer, Senior On-Line Editor, Junior On-Line Editor, Studio/CG Operator, Artist, Production Coordinator, Camera Operator, Statistician/Researcher, Librarian, Assistant Librarian, Stock Footage Librarian, Technician, Viewer, Audio Engineer, and CBS Coordinator. The foregoing classifications comprise the "Editorial Bargaining Unit" classifications in existence at the Company's production facilities as of the first effective date of this Agreement.

Exhibit A

	Monday	Tuesday
3:30PM — 7:00 PM LI BUREAU	FT Bureau Chief	FT Bureau Chief
3:30PM — 7:00 PM LI MOBILE	PT Mobile Reporter	PT Mobile Reporter
3:30PM — 7:00 PM WC MOBILE	PT Mobile Reporter	PT Mobile Reporter
3:30PM — 7:00 PM CNJ BUREAU	PT Bureau Chief	PT Bureau Chief
3:30PM — 7:00 PM SNJ BUREAU	PT Bureau Chief	PT Bureau Chief
	PT Production Assistant	PT Production Assistant
EVENINGS		
7:00 — 11:00 PM	FT Producer	FT Producer
7:00 — 11:00 PM	PT Production Assistant	PT Production Assistant
11:00 — 5:00 PM	Producer	Producer
WEEKENDS		
7:00 — 3:00 PM	Producer	Producer
8:00 — 3:00 PM	Production Assistant	Production Assistant
3:00 — 11:00 PM	Producer	Producer
3:00 — 10:00 PM	Production Assistant	Production Assistant
11:00 — 7:00 PM	Producer	Producer

Wednesday	Thursday	Friday
FT EP	FT EP	FT EP
FT Producer	FT Producer	FT Producer
FT Producer	FT Producer	FT Producer
FT Producer	FT Producer	FT Producer
PT Writer	PT Writer	PT Writer
PT Production Assistant	PT Production Assistant	PT Production Assistant
FT Bureau Chief	FT Bureau Chief	FT Bureau Chief
PT Mobile Reporter	PT Mobile Reporter	PT Mobile Reporter
PT Mobile Reporter	PT Mobile Reporter	PT Mobile Reporter
PT Bureau Chief	PT Bureau Chief	PT Bureau Chief
PT Bureau Chief	PT Bureau Chief	PT Bureau Chief
FT Producer	FT Producer	FT Producer
FT EP	FT EP	FT EP
FT Production Assistant/ Producer	FT Production Assistant/ Producer	FT Production Assistant/ Producer
FT EP	FT EP	FT EP
FT Producer	FT Producer	FT Producer
FT Production Assistant/ Producer	FT Production Assistant/ Producer	FT Production Assistant/ Producer
FT EP	FT EP	FT EP
FT Producer	FT Producer	FT Producer
FT Producer	FT Producer	FT Producer
FT Producer	FT Producer	FT Producer
PT Production Assistant	PT Production Assistant	PT Production Assistant
PT Production Assistant	PT Production Assistant	PT Production Assistant

D. The Company will not interfere with the right of any person employed by it within the bargaining unit to become a member of the union and it will not discriminate against, interfere with, or coerce any member of the Union because of such membership.

E. The Union warrants that it represents for collective bargaining purposes a majority of the Employees of the Company employed in the unit described in Sections A and B and C of this Article and will continue to represent a majority for such purposes for the duration of the Agreement.

F. The Company will notify the Union promptly, in writing, of the employment, severance, promotion, resignation, or transfer out of the unit of any Employee covered hereunder. The Company shall notify the Union within seven (7) days of the hiring of any new Employee, and include therein the Employee's name, home address, home telephone number, classification and rate of pay. Unless otherwise provided the Company shall notify the Union within seven (7) days of transfers, promotions, or severances from employment.

II. SCOPE

A. Only Employees covered by this Agreement as hereinbefore set forth shall perform the duties hereafter specified.

B. The exclusive duties of Producers employed hereunder shall include without limitation: (i) all such duties as Producers employed by the Company have normally, traditionally, and customarily performed heretofore; (ii) field producing; plotting and editing show segments; working on show pilot with Executive Producer and/or Senior Producer and/or Writer; and hands-on participation in studio edit and sound mix in production of the Company's programs, products and services in all media, commercial and non-commercial; and (iii) such other additional duties as might from time-to-time normally be assigned to the Producers.

In addition, the exclusive duties of Producers (formerly SNS Senior Producers) employed hereunder shall include without limitation: (i) all such duties as Producers assigned to the News Division employed by the Company have normally, traditionally, and customarily performed heretofore; (ii) exercising final editorial judgment and responsibility for overall content and technical quality of feeds and other news products; immediate direction of on-duty staff; handling daily affiliate and client relations, including acquisitions and distribution of game and news footage; and (iii) such other additional duties as might from time-to-time normally be assigned to such Producers.

C. The exclusive duties of Associate Producers employed hereunder shall include without limitation: (i) all such duties as Associate Producers employed by the Company have normally, traditionally and customarily performed heretofore; (ii) editing show segments, usually according to a Producer's plot or direction; assisting the Producer in the overall direction of a project; researching and tape searching; and production of location shoots in production of the Company's programs, products and services in all media, commercial and non-commercial; and (iii) such other additional duties as might from time-to-time normally be assigned to Associate Producers.

In addition, the exclusive duties of Associate Producers employed hereunder shall include without limitation: (i) all such duties as Associate Producers or Producers assigned to the News Division employed by the Company have normally, traditionally, and customarily performed heretofore; (ii) producing highlight, feature and musical pieces for daily feeds; exercising editorial, creative and technical judgment in editing, writing and voice materials for feeds and other news products; field producing, including interviewing, and producing uplink feeds; and (iii) such other additional duties as might from time-to-time normally be assigned to Associate Producers or Producers assigned to the News Division.

D. The exclusive duties of Assistant Producers employed hereunder shall include without limitation: (i) all such duties as Assistant Producers employed by the company have normally, traditionally and customarily performed heretofore; (ii) some viewing responsibilities; assisting Producers and Associate Producers on location shoots and by laying off shots, doing research, tape searches, and tape cueing, and retrieving and returning tapes to library and shelves; and editing on a limited basis for training purposes in production of the Company's programs, products and services in all media, commercial and non-commercial; and (iii) such other additional duties as might from time-to-time normally be assigned to Assistant Producers.

E. The exclusive duties of Viewers employed hereunder shall include without limitation: (i) all such duties as Viewers employed by the Company have normally, traditionally, and customarily performed heretofore; (ii) viewing and logging game, library, shoot, and all other incoming tapes and laying off footage in production of the Company's programs, products and services in all media, commercial and non-commercial; and (iii) such other additional duties as might form time-to-time normally be assigned to Viewers.

F. The exclusive duties of Writers employed hereunder shall include without limitation: (i) all such duties as Writers employed by the Company have normally, traditionally and customarily performed heretofore; (ii) writing, rewriting, condensing, processing, editing and/or otherwise treating literary material for the Company's programs, products and services in all media, commercial and non-commercial, including without limitation, treatments, scripts and promotional spots, working with Producers on show plots; and hands-on participation in sound records, if needed, and (iii) such other additional duties as might from time-to-time normally be assigned to Writers.

G. The exclusive duties of Librarians and Assistant Librarians employed hereunder shall include without limitation: (i) all such duties as Librarians and Assistant Librarians employed by the Company have normally, traditionally and customarily performed heretofore; (ii) managing all incoming game tapes, incoming feed tapes, game highlight edit masters, news and feature edit masters, incoming video news releases, etc., and assure that each tape is properly labeled, accounted for, shelved, and, for tapes kept permanently, entered into the computer database; creating compilation tapes of certain feeds and shot categories; and keeping active tapes in an organized and efficient state; (iii) organizing all library, archival, and production footage, including one-inch protection and masters; working directly with production staff in locating and using archival footage; and (iv) such other additional duties as might from time-to-time be assigned to Librarians and Assistant Librarians.

Exhibit A

	Monday	Tuesday
MORNING RUSH		
5:30 — 9:00 AM	FT EP	FT EP
5:00 — 9:00 AM	FT Producer	FT Producer
5:00 — 9:00 AM	FT Producer	FT Producer
5:30 — 9:00 AM	FT Producer	FT Producer
5:30 — 9:00 AM	PT Writer	PT Writer
6:00 — 9:00 AM	PT Production Assistant	PT Production Assistant
5:00 — 9:00 AM LI BUREAU	FT Bureau Chief	FT Bureau Chief
5:30 — 9:00 AM LI MOBILE	PT Mobile Reporter	PT Mobile Reporter
5:30 — 9:00 AM WC MOBILE	PT Mobile Reporter	PT Mobile Reporter
5:00 — 9:00 AM CNJ BUREAU	PT Bureau Chief	PT Bureau Chief
5:00 — 9:00 AM SNJ BUREAU	PT Bureau Chief	PT Bureau Chief
MIDDAY		
9:00—12:30 PM	FT Producer	FT Producer
9:00—1:30 PM	FT EP	FT EP
9:00—12:30 PM	FT Production Assistant/ Producer	FT Production Assistant/ Producer
11:30—3:30 PM	FT EP	FT EP
12:00—3:30 PM	FT Producer	FT Producer
12:00—3:30 PM	FT Production Assistant/ Producer	FT Production Assistant/ Producer
AFTERNOON RUSH		
3:30 — 7:00 PM	FT EP	FT EP
3:00 — 6:30 PM	FT Producer	FT Producer
3:30 — 7:30 PM	FT Producer	FT Producer
3:30 — 7:30 PM	FT Producer	FT Producer
3:30 — 7:00 PM	PT Production Assistant	PT Production Assistant
3:30 — 7:00 PM	PT Production Assistant	PT Production Assistant

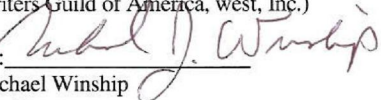
**ARTICLE XXVI
OUTSIDE EMPLOYMENT**

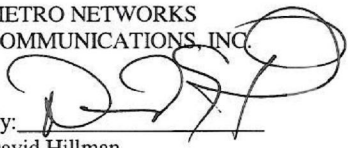
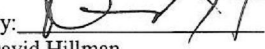
A. No bargaining unit Employee shall perform work, paid or unpaid for any competitive business related to traffic, without first notifying the Company of his/her intention to do so. The unit Employee may perform such work unless the Company, within five (5) business days of receiving such notice, denies the Employee based on conflicts of interest, permission to accept such work. The Company's denial will be final, binding and not subject to the grievance and arbitration provision set forth herein. Moreover, if for any reason permission is granted, said permission may be withdrawn upon reasonable notice.

B. For purposes of avoiding conflicts of interest, a bargaining unit Employee must notify the Company of his /her intention to write or publish an article, book, periodical or screenplay if such article, book, periodical or screenplay is related to the Company's business and the Company may not unreasonably deny permission to perform such work.

**ARTICLE XXVII
DURATION OF THE AGREEMENT**

This Agreement shall be effective as of March 1, 2007 and shall continue to and including December 31, 2011. The parties agree that at least sixty (60) days prior to December 31, 2011, they shall in good faith negotiate with respect to a new Agreement to take effect upon termination of this Agreement.

WRITERS GUILD OF AMERICA, EAST,
(On behalf of itself and its affiliate,
Writers Guild of America, west, Inc.)
By: 
Michael Winship
President

METRO NETWORKS
COMMUNICATIONS, INC.

By: 
David Hillman
CAO and General Counsel

H. The exclusive duties of Stock Footage Librarians employed hereunder shall include without limitation: (i) all such duties as Stock Footage Librarians employed by the Company have normally, traditionally and customarily performed heretofore; (ii) viewing and logging incoming footage and updating file cards; filling stock footage orders; assisting Producers in locating and using archival footage; and (iii) such other additional duties as might from time-to-time be assigned to Stock Footage Librarians.

I. The exclusive duties of Artists employed hereunder shall include without limitation: (i) all such duties as Artists employed by the Company have normally, traditionally and customarily performed heretofore; (ii) creating artistic material for the Company's programs, products and services, in all media, commercial or non-commercial, either by hand or by mechanical/electronic and/or computerized equipment; and (iii) such other additional duties as might from time-to-time normally be assigned to Artists.

J. The exclusive duties of Researchers/Statisticians employed hereunder shall include without limitation: (i) all such duties as Researchers/Statisticians employed by the Company have normally, traditionally and customarily performed heretofore; (ii) performing research and/or statistical duties for the Company's programs, products and services in all media, commercial or non-commercial; and (iii) such other additional duties as might from time-to-time normally be assigned to such Employees.

K. The exclusive duties of Senior Camera Operators employed hereunder shall include without limitation: (i) all duties that such employees have normally, traditionally and customarily performed heretofore in the production of the Company's programs, products and services in all media, commercial or non-commercial; (ii) supervision and training of all camera operators; (iii) management of equipment; (iv) such other additional duties as might from time-to-time normally be assigned to such Employees, including without limitation, the duties of Associate Producer.

L. The exclusive duties of Camera Operators employed hereunder shall include without limitation: (i) all duties that such Employees have normally, traditionally and customarily performed heretofore in the production of the Company's programs, products and services in all media, commercial or non-commercial; and (ii) such other additional duties as might from time-to-time normally be assigned to such Employees, including, without limitation, the duties of Associate Producer.

M. The exclusive duties of Senior Producers employed hereunder shall include without limitation: (i) all duties as Senior Producers employed by the Company have normally, traditionally and customarily performed heretofore in the production of the Company's programs, products and services in all media, commercial or non-commercial; and (ii) such other additional duties as might from time-to-time normally be assigned to such Employees.

N. The exclusive duties of Technicians employed hereunder shall include without limitation: (i) all duties that such Employees have normally, traditionally and customarily performed heretofore; (ii) assist in SNS and other satellite operations; playback operations; in-house signal routing trough routing switcher and

ARTICLE V

NO STRIKES - NO LOCKOUTS

A. The Company agrees that, during the term of this Agreement and so long as the Union performs its obligations hereunder, it will not lock out any of the Employees covered by the terms hereof, unless and until the Union fails or refuses to comply with a final arbitration award or with any preliminary arbitration award, so long as such preliminary arbitration award is in effect.

B. The Union agrees that, during the term of this Agreement and so long as the Company performs its obligations hereunder, and unless and until the Company fails or refuses to comply with a final arbitration award or with any preliminary arbitration award, so long as such preliminary arbitration award is in effect: (1) it will not strike against including any sympathy strike against, picket, or boycott the Company, or directly or indirectly interfere with any of the Company's operations as to the Employees covered by this Agreement with respect to services rendered hereunder; (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet, or participate in any such strike, sympathy strike, picketing, boycott, or interference with any of the Company's operations; (3) it will instruct its members to perform their contracts with the Company and it will at the same time instruct them not to strike against, picket, or boycott the Company.

C. The Company shall not discipline any Employee because of his or her refusal as an individual to cross any duly authorized WGAE picket line against the Company. In the event of any strike by any other Union concerning members or matters not covered by this Agreement, the parties agree that Employees shall perform their scheduled assignments but shall not be required to perform duties not ordinarily performed by such Employees prior to said strike. In the event that the Company desires to have an Employee perform work not ordinarily performed by said Employee, the Company retains the right to request such services from an Employee; provided that the Company acknowledges that the Employee may decline to perform such services at the Employee's sole discretion.

**ARTICLE XXI
UPGRADES**

Employees who are temporarily assigned to the duties of a higher job classification to cover for another Employee's vacation or for periods of one week or more shall be paid at the rate for the higher job classification for all hours worked in an upgraded capacity.

**ARTICLE XXII
OPENINGS/AVAILABLE POSITIONS**

A. The Company shall post notices of openings and/or available positions in the unit on the Union Bulletin Board and fax all notices to all bureaus and/or other locations at which covered Employees work at least ten (10) business days prior to filling such position, and members of the Bargaining Unit shall have the opportunity to apply for such openings or positions during such ten (10) day period.

B. The Company shall use reasonable efforts to fill open/available positions from within the Bargaining Unit.

**ARTICLE XXIII
DEDUCTIONS**

The Employer shall not make any deductions from Employee's wages or other compensation due without notification to the Employee, except that such deductions required by federal and/or local regulations or laws. A pay stub shall be included with each paycheck showing the computation of wages earned and all deductions.

**ARTICLE XXIV
REVIEW PERIOD**

All newly hired Employees and newly promoted Employees shall be subject to a probationary period of 90 calendar days, during which such Employee may be discharged at the Company's sole and exclusive determination. The probationary period may be extended with the consent of the Union. Probationary Employees may be employed in any job classification.

**ARTICLE XXV
SAVINGS CLAUSE**

If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, valid government regulation or order, or decree of a court of competent jurisdiction, the invalidation of that part of this Agreement shall not affect or invalidate any of the remaining parts hereof and the same shall continue in full force and effect.

2. Great West Life Insurance/Death Benefit.

B. The Company shall have the right to modify the paragraph A benefits during the term of this Agreement providing the contemplated changes are applicable to all of the Company's East Coast employees. The Company represents that in the event it modifies any of the Paragraph A benefits on the basis of cost containment, a good faith effort will be made to preserve the current level of benefits at a reduced cost to the Employer, and the Company will not seek such modifications for the purpose of providing lesser benefits for its Employees.

**ARTICLE XIX
OTHER BENEFITS**

A. Expense Reimbursement. The Company shall reimburse expenses incurred by an Employee as a result of authorized business for the Company in accordance with Company policy. All reimbursements for pre-approved expenses incurred by Employees will be paid within thirty (30) days after the Company has been notified of the expense by the Employee. The Employee must notify the Company by submitting completed expense report forms to the Director of Operations or his/her designee. Expense report forms can be obtained from the Director of Operations.

B. Tuition Assistance. If at the request of the Company, Employees take courses to acquire and/or improve their job related skills, they will receive reimbursement for 100% of the tuition for such classes.

C. Bulletin Board. The Company agrees to provide a bulletin board suitably placed for Union business.

D. Dinner Allowance. In the event an Employee is required to work ten (10) hours or more in any workday, he/she shall be provided with a meal.

E. 401(k). The Company agrees to amend its non-contributory 401(k) plan to allow for the Employees to participate in said Plan; subject to the standard Plan enrollment period restrictions and all other Plan terms and conditions. The Plan may be amended by the Company at its discretion.

**ARTICLE XX
NOTICE**

A. The Company agrees to notify the Union in writing within seven (7) days after the employment, transfer, permanent promotion, or termination of any Employee covered under the terms of the Agreement, and will notify the Union, in writing, as to the name, address, social security number, employment date and classification of each Employee when he/she is hired, within fourteen days after such hiring.

B. The Company agrees to notify the Union of over scale agreements entered into between the Company and an Employee, if such over scale agreement covers bargaining unit work done by the Employees. Such notification shall include the placement of the Employee on the salary escalator.

**ARTICLE VI
WAGES**

A. No Employee shall be paid less than the following rates for his/her classification:

	Effective 01/01/08	01/01/09	01/01/10	01/01/11
Production Assistant				
0-1 Year	9.75	9.95	10.15	10.35
1-2 Years	10.03	10.23	10.43	10.64
Field Reporter				
0-1 Year	10.63	10.84	11.06	11.28
1-2 Years	11.09	11.31	11.54	11.77
2+ Years	11.40	11.63	11.86	12.10
Associate Producer				
0-1 Year	11.80	12.04	12.28	12.53
1-2 Years	12.29	12.54	12.79	13.05
2+ Years	12.58	12.83	13.09	13.35
Writer				
0-1 Year	12.41	12.66	12.91	13.17
1-2 Years	12.87	13.13	13.39	13.66
2+ Years	13.24	13.50	13.77	14.05
Producer				
0-1 Year	13.82	14.10	14.38	14.67
1-2 Years	14.83	15.13	15.43	15.74
2+ Years	16.92	17.26	17.61	17.96
Bureau Chief				
0-1 Year	14.76	15.06	15.36	15.67
1-2 Years	16.05	16.37	16.70	17.03
2+ Years	17.78	18.14	18.50	18.87
Executive Producer*				
0-1 Year	14.91	15.21	15.51	15.82
1-2 Years	16.40	16.73	17.06	17.40
2+ Years	18.06	18.42	18.79	19.17

* See Sideletter #1

B. For part-time Employees, the rates contained herein shall be deemed to include 3% in lieu of pro-rated vacation benefits.

C. Effective January 1, 2008, each Employee shall receive an increase in his/her salary then in effect of 2.5%. Effective January 1, 2009, each Employee shall

receive an increase in his/her salary then in effect of 3%. Effective January 1, 2010, each Employee shall receive an increase in his/her salary then in effect of 3.0%. Effective January 1, 2011, each Employee shall receive an increase in his/her salary then in effect of 2.5%.

All minimums set forth in the grid in Section VI(A) will increase on January 1 of each year at the rate of 2.0% per year.

In lieu of any increase set forth above, each full-time employee shall receive a 5% increase on the first January 1 after his/her fifth anniversary of full-time employment.

ARTICLE VII WORKWEEK, WORKDAY

A. The regular workweek of full-time employees shall consist of forty (40) hours in five eight (8) hour days, provided, however, that the Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, or for more than eight (8) hours in any work day, subject to the payment of overtime as hereinafter provided. Notwithstanding the forgoing, the Company may schedule all full-time employees to work a forty (40) hour workweek over six (6) days or a forty (40) hour workweek that includes a weekend day once every two (2) calendar months. Employees regularly scheduled to work thirty-five (35) or more hours per week for a six-month period will be deemed full-time.

B. 1. An Employee is deemed to be part-time if he/she is employed regularly not more than twenty-five (25) hours.

2. Minimum daily call for part-time employees shall be (4) hours.

3. A part-time employee, subsequently employed on a full-time basis shall, after the effective date of the change in status to full-time, be given cumulative credit for all previous hours worked toward all benefits under this Agreement; subject to any waiting period that might be imposed by the Company's insurance providers.

C. The regular workweek shall begin at 12:01 A.M. Monday and continue to 12 midnight the following Sunday. Each employee shall receive two (2) consecutive days off in each regular workweek. For this purpose, Sunday and Monday, if consecutive, shall be deemed consecutive days off. If, at an Employee's option, a schedule is desired that would not afford two (2) consecutive days off, such agreement shall be committed to writing.

D. The workday of an Employee who works seven and one half (7.5) hours shall include a thirty (30) minute break to be taken outside of drive times (5:30 A.M. to 9:00 A.M. and 3:30 P.M. to 7:00 P.M.) and at the direction of the Executive Producer. On weekends and holidays, Employees who work seven and one half (7.5) hours will be entitled to two (2) fifteen (15) minute breaks. Employees working between five (5) and up to seven and one half (7.5) consecutive hours will be entitled to one (1) fifteen (15) minute break.

E. If an employee is required to report for work on any day sooner than ten (10) hours after the completion of his/her previous shift, he/she shall be paid

than those set forth in this Agreement. Only the Union shall have the right to waive any of the provisions of this Agreement. The terms of this Agreement are minimums and the Company agrees that nothing herein contained shall prevent an Employee from negotiating or obtaining better terms than the minimums herein provided.

ARTICLE XV SUCCESSORS AND ASSIGNS

Should the Company transfer an operation whose Employees are covered hereunder to another location, this Agreement shall continue to apply to the operation at such location. This agreement shall be binding upon the parties, their successors and their assigns.

ARTICLE XVI WORKING CONDITIONS

A. The Company agrees to provide Employees with adequate physical working conditions. Failure to provide adequate physical working conditions shall be a matter which may be taken up under the grievance and arbitration provisions of this Agreement.

If at any time in the opinion of an Employee or the Union the Employee is given an unreasonable workload, the matter shall be taken up first with the Vice President of Operations before proceeding to the grievance and arbitration procedure.

D. A Joint Committee on Quality of Life will meet at the request of the union no more than every three (3) months comprised of four (4) union representatives and four (4) members of management to discuss working conditions and all complaints and/or concerns affecting Employees. Either party may include additional appropriate individuals in the Committee's discussions upon the consent of the other party, such consent not to be unreasonably withheld.

E. The Company shall provide adequate training on new equipment and/or in new methods to assist Employees in acquiring the skills they will be required to use on the job.

ARTICLE XVII NO DISCRIMINATION

The Company and the Union will not discriminate against applicants for employment or Employees because of sex, race, creed, color, national origin, age, religion, sexual orientation, marital status, union activity, or physical handicap (unless the nature and extent of the handicap precludes performance of the particular employment).

ARTICLE XVIII INSURANCE

A. Full-time Employees shall receive the Company's insurance benefits listed below:

1. Great West Health Insurance (which may or may not include dental coverage, vision benefits, etc.).

C. 1. A demand for Arbitration shall be made in writing to the American Arbitration Association and there shall be one arbitrator.

2. The Arbitrator shall be appointed by the American Arbitration Association.

3. The hearing shall be held on reasonable notice, and shall be concluded promptly. The award of the Arbitrator shall be made within thirty (30) days after the close of the submission of evidence. The Arbitrator's decision shall be in writing and shall be final.

D. If a grievance is submitted to arbitration pursuant to this Article, the arbitrator shall have the authority to remedy the grievance by appropriate relief but shall not have the authority to add to, subtract from or modify any term of this Agreement.

E. In the case of the discharge or suspension of an Employee, the parties agree to the following expedited procedures in lieu of the grievance and arbitration procedures specified above.

1. The Union and the Company shall, upon execution of this Agreement, mutually select a panel of five (5) arbitrators who will have indicated a willingness to arbitrate a case under this section expeditiously.

2. Written notice of the discharge or suspension will be sent by facsimile to the Union.

3. Within three days of receipt of such notice, the Union may notify the Company in writing of its intent to submit the discharge to arbitration. In such case, the parties will select an Arbitrator from the panel who is able to hear the case within ten (10) business days. If no panel Arbitrator is available to hear the case within ten (10) business days, the parties shall immediately seek the assistance of the American Arbitration Association in obtaining an alternate Arbitrator.

4. The Arbitrator shall issue an award within five (5) business days of the close of hearing or receipt of briefs, whichever is later.

5. The Arbitrator's Opinion shall follow within thirty (30) days of the award.

ARTICLE XIV INDIVIDUAL AGREEMENTS

A. Existing Contracts Modified. The Company agrees that it will and does hereby modify all existing contracts and arrangements with Employees to bring them into conformity with the provisions of this Agreement with respect to all work to be performed subsequent to its effective date; 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 are more favorable to the Employee than the terms of this Agreement.

B. Individual Contracts. The Company agrees that it will not enter into a contract with or employ any Employee on terms and conditions less favorable to him/her

penalty pay of half-time for all hours worked within the ten (10) hour period. The penalty pay specified in this paragraph shall not be offset against overtime. Paragraph E. shall not apply to those Employees working split shifts and shall not apply to part-time employees in emergency situations including acts of terrorism and not previously forecasted inclement weather.

F. Overtime shall be compensated for in money at the hourly rate of one-and-one half times the regular hourly rate for work performed in excess of forty (40) hours per week.

G. If a full time Employee is required by the Company to work on any day in excess of five (5) days in any week, he/she shall be credited with a minimum of seven and one-half hours of time worked for the day.

H. 1. The Company will post draft assignment schedules on Tuesdays to cover the following two weeks. Schedules including company holidays, as defined in this Agreement, Article VIII, shall be posted three (3) weeks in advance of the Company holiday. The schedule as attached hereto as Exhibit A is adopted by the Parties as a guiding principle. In preparing the schedule, the Company or its designee will make every reasonable effort to follow the schedule negotiated by the Parties as attached hereto. The Company's schedule will reflect an Executive Producer for each shift from "Morning Rush" through to the end of "Evening Drive." Nothing shall prevent the Company from assigning Executive Producers to other shifts. The Company will use reasonable efforts to notify affected Employees of any change to the posted schedule.

2. Employees may make scheduling requests which shall be submitted in writing at least one week prior to the Tuesday posting of the schedule for which such request is made. Employees shall receive a response to timely submitted schedule requests from the Company in writing within five (5) business days of submission of such request, however, the Company shall use reasonable efforts when requests are submitted by Tuesday, to provide a response to Employees by the end of the week. Where there is a conflict in requests for days off, seniority shall determine which employee is to be granted off.

3. Except as otherwise set forth in Article II, Paragraph N, the Company will fill said schedule with unit Employees.

Payments of overtime, penalties and fees shall be itemized on the Employee's bi-monthly pay stub.

At the Union's request and upon reasonable notice, the Company shall meet with the Union's Shop Steward or his/her designee to discuss the schedule, and the Company will give good faith consideration to proposed schedule changes, provided, however, that approval or rejection of employee recommendations remains at the sole discretion of the Company.

Company shall use reasonable efforts to eliminate telephone calls at home during non-working times.

**ARTICLE VIII
HOLIDAYS**

A. 1. The days identified in the Company's annually published list of holidays shall be paid holidays under this Agreement. A copy of such list shall be provided to the WGAE thirty (30) days prior to the new year. Additionally, each full-time Employee shall be entitled to two (2) days of personal leave with pay each calendar year. Full-time Employees with five or more years of service shall be entitled to three (3) days of personal leave with pay each calendar year. Unused personal days do not accrue and there is no pay-out for unused days may not be carried over after end of calendar year.

2. If a full-time Employee is required to work on any of the above holidays, or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensatory day off with pay which shall be taken at a time mutually agreed upon by the Company and the Employee. In addition, if an Employee is required to work on New Year's Day, Memorial Day, Independence Day, or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional half time pay for all hours so worked.

The above pay shall be in addition to such compensatory day's credit and to any other fees or penalties to which he/she is entitled.

With respect to compensatory days off to which an Employee may become entitled pursuant to the foregoing, the Employee may elect to receive payment of one-fifth (1/5) of the applicable weekly salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment. Compensatory days must be used within twelve (12) months of the day they are earned.

3. Part-time Employees will be paid time and one-half for all holidays worked.

4. Employees who are unable to reach their precinct to vote in a statewide election during non-working time will be granted time off at the beginning or end of their shift for this purpose. Employees must request such time off at least two (2) days prior to the election day. No more than two (2) hours of time will be granted to vote without loss of pay.

**ARTICLE IX
VACATIONS**

A. The Company will grant paid vacations to each full-time Employee as follows:

<u>Length of Continuous Service</u>	<u>Paid Vacation Days</u>	<u>Maximum Accu- mulation</u>
1 year through 5 years	10 days per year	15 days
6 years through 10 years	15 days per year	20 days
11 years through 15 years	20 days per year	25 days
16 years and over	25 days per year	30 days

B. Termination and Severance Pay.

1. Employees shall be given at least two (2) weeks written notice of termination or two (2) weeks pay in lieu of such notice except for termination for just cause as provided herein below and are expected to give two (2) weeks notice of resignation.

2. Employees covered by this Agreement may be terminated for general incompetence, which is defined as an unwillingness or inability to perform the work required by the Company. If so terminated, full-time Employees with less than a year's employment will be entitled to one (1) week's severance pay and full-time Employees with more than a year's employment will be entitled to two (2) week's severance pay for each year of employment up to a maximum of nine (9) weeks total severance pay inclusive of any payment in lieu of notice. Part-time Employees who are terminated pursuant to this paragraph will be entitled to one (1) week's severance pay for each year of employment up to a maximum of five (5) week's total severance pay inclusive of any payment in lieu of notice. Employees so terminated will have the option of waiving their right to arbitrate the discharge for incompetence in exchange for one (1) additional week's severance pay for each year of employment up to four (4) additional weeks.

3. There shall be no requirement of prior notice or warning for terminations for just cause, nor shall there be any entitlement to severance pay. Just cause shall consist of gross insubordination, gross misconduct, any commission of a crime involving moral turpitude, which must be proven beyond a reasonable doubt, drinking on the job or being on the job under the influence of alcohol or possession of or under the influence of illegal drugs.

4. Accrued vacation and unused compensation days shall be payable in the event of any termination.

5. Complaints that the Company has violated the terms of paragraph B, above, may be taken up through the Grievance and Arbitration procedures.

**ARTICLE XIII
GRIEVANCE & ARBITRATION PROCEDURE**

A. In the event of any dispute, controversy, or claim between the Union and the Company or between an Employee and the Company, arising out of the interpretation or breach of this Agreement (hereinafter referred to as a "grievance"), the parties agree promptly and in good faith to attempt to settle the matter between them amicably no later than 45 business days after either the date the dispute has arisen or the date on which the dispute became known or should have been known.

B. If a grievance cannot be settled by the parties through the grievance committee, either party may submit it to arbitration under the voluntary labor arbitration rules then obtaining of the American Arbitration Association, provided that such arbitration is submitted no later than 90 business days from the expiration of the 45 day grievance period referred to in Paragraph A herein. The parties agree to abide by the award and judgment upon the award may be entered in any court having jurisdiction thereof. In no event shall an arbitration be filed later than 135 business days after the dispute arose or became known or should have become known to the parties unless by mutual agreement an extension of these deadlines is agreed to in writing by the parties.

Employee who, at the time of the layoff has completed two (2) or more full years of employment with the Company will receive two (2) weeks of pay for each year of employment. Any fractional year of employment shall be compensated at one-twelfth (1/12) of the Employee's respective entitlement for each full month of employment. Under no circumstances shall a full-time Employee be entitled to more than twenty-six (26) weeks of severance, inclusive of any payment in lieu of notice.

2. A part-time Employee who is laid off shall be entitled to receive severance pay equal to one weeks pay at his/her average weekly rate of compensation for each full year of employment. Average weekly rate is determined by multiplying the Employee's hourly rate by the average weekly hours worked during the three (3) month period prior to the date of notice of the layoff. Any fractional year of employment shall be compensated at one-twelfth (1/12) of the Employee's respective entitlement for each full month of employment. Under no circumstances shall a part-time Employee be entitled to more than sixteen (16) weeks of severance, inclusive of any payment in lieu of notice.

F. Offsets Against Severance Pay. Any Employee who is rehired after having received a severance allowance from the Company shall be entitled to retain the severance allowance received by him/her, but if he/she shall thereafter have the right to receive a further severance allowance pursuant to this Article and is credited with all prior Company service, then the second severance allowance shall be reduced by the amount of the first severance payment.

ARTICLE XII DISCIPLINE, TERMINATION & DISCIPLINARY SEVERANCE

A. Management and Discipline of Employees.

1. The Company retains the sole right to discipline and discharge Employees for cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement. Complaints that the Company has violated this paragraph may be taken up through the Grievance and Arbitration procedures.

2. Except as set forth below, the Company may impose a disciplinary layoff without pay, not to exceed five (5) working days, upon an Employee for cause. The Company shall exercise the foregoing right through the following progressive steps, all related to the commission by the Employee of the same offense, e.g., disobedience to a lawful management directive, tardiness, etc.: first time = written warning; second time = final written warning; third time = suspension of termination for cause. In each instance, the warning, or suspension or termination notice shall be communicated not only to the Employee but to the Shop Steward and/or the Guild. The Guild may protest the Company's disciplinary action if it so wishes, through the Grievance and Arbitration procedure provided for in the Agreement.

3. Notwithstanding the foregoing, and in addition to other disciplinary rights herein, the Company may suspend, for a period not to exceed three (3) days, an Employee who has missed or reported late for his/her shift. Such suspension may be taken up through the Grievance and Arbitration procedure provided for in the Agreement.

service provided, however, that part-time Employees that work a regular schedule of at least five (5) days of twenty (20) hours per week shall be entitled to pro-rated vacation beginning with the sixth (6th) year of service.

C. After the first six (6) months of employment with the Company, an Employee will be eligible to use the vacation time accrued to date.

D. Unused vacation time will accrue from year to year up to the maximum accumulation as defined in Paragraph A above.

E. Requests for vacation should be submitted in writing to an Employee's supervisor no less than two (2) weeks prior to the first day of the requested vacation.

F. Where a requested vacation is in conflict with the operational needs of the Company, an Employee may be asked to choose alternative dates. Requested vacations in conflict with the request of another bargaining unit Employee, shall be granted based on seniority.

G. Should the Company postpone or reschedule an employee's scheduled vacation, or recall an employee already on vacation, in order to accept an assignment by the Company, the Company shall reimburse the employee for all reasonable and necessary expenses incurred by the employee due to such interruption or change, e.g., non-refundable deposits, non-cancelable reservations. Further, the Employee shall be compensated at the rate of time and one-half for shifts worked during the Employee's scheduled vacation and the Employee shall receive a day of vacation for each day of vacation lost as a result of the Company's direction to return to work. Only the President and the Vice President of Operations may cancel a vacation or require the return from vacation.

H. Upon termination of employment, an Employee shall be entitled to receive the full salary equivalent of any vacation to which he/she was entitled as of the start of the vacation year and which he/she has not taken, plus any vacation and holiday credit which has accrued subsequent to the beginning of the vacation year, computed as provided herein. Accrual from the beginning of the vacation year shall be on a pro rata basis computed in units of one month or substantial portion thereof.

I. Part-time employees shall be entitled to pro-rated vacation beginning with the eleventh (11th) year of service, provided, however, that part-time employees that work a regular schedule of at least five (5) days and/pr twenty (20) hours per week shall be entitled to prorated vacation beginning with the sixth (6th) year of service.

ARTICLE X LEAVES

A. Full-time Employees shall be entitled to an unlimited number of paid days of sick leave during each calendar year of employment, not to exceed five (5) consecutive days in any one three (3) month period, nor more than ten (10) intermittent days in any one three (3) month period. Sick leave absences in excess of the foregoing will be unpaid. Employees will provide the Company with a doctor's note in the event that they are away from work on sick leave for five (5) consecutive days. In the event of sick leave absences of ten (10) consecutive days or more, the Employee will be deemed temporarily disabled and the Company will complete any State Disability forms submitted by the Employee. Employee abuses of the sick leave policy will be subject to disciplinary action by the Company.

B. Part-time Employees shall be entitled to five (5) sick days per year, which days do not accumulate or accrue. Up to three (3) of these sick days may be used as personal days pursuant to Article VIII, Paragraph A(1). Part-time Employees with five years or more of service shall be entitled to six (6) sick days per year, which days do not accumulate or accrue. Up to three (3) of these sick days may be used as personal days pursuant to Article VIII, Paragraph A(1).

C. General Leave. The Company may, in its discretion, grant leaves of absence without pay to Employees requesting such leaves. If, in the opinion of an Employee and the Union, a requested leave has not been granted where justifiable reason exists, the matter may be taken up under the grievance and arbitration procedure. Employees who have been granted a leave of absence shall have the right to return to their former position, upon expiration of such leave. Upon resumption of employment after a leave of absence, an Employee's period of service prior to the leave of absence shall be included in determining his length of service for the purposes of vacation, sick leave, severance, and severance pay.

D. Jury Duty. Employees shall be entitled to jury duty leave for up to two (2) weeks at the Employee's regular straight-time daily rate of pay for each day of actual jury duty service, less amounts received for jury duty service. The Employee shall notify the Company of jury duty service as soon as the Employee receives notification of such service.

E. Union Leave. Employees who are elected to the Guild's Council or to the position of Shop Steward shall be excused from job duties to attend scheduled Council and/or Shop Steward meetings for up to three hours of unpaid leave per month providing such leave does not interfere with the Company's operation.

F. Child Care Leave.

1. Upon the request of an Employee, a leave of absence of twelve (12) weeks without pay shall be granted by the Company for maternity/paternity leave and/or for leave to care for a newborn or adopted child. Such leave shall not terminate or interrupt continuous employment and all time spent on such leave shall be considered as service time in the computation of all benefits. The Employee must provide the Company with a minimum of four (4) weeks notice prior to said leave

2. The Company will comply with all of the provisions and requirements set forth in the Family and Medical Leave Act. To the extent that the first paragraph in this Article may be inconsistent with the statute, the provisions of the statute shall prevail.

G. Military Leave. Employees who are members of any branch of the U.S. armed forces, including the National Guard, will be granted a leave of absence of up to seventeen (17) calendar days each year for purposes of training, encampment and exercises, as required. During such absence, the Company will pay the Employee the difference between his/her regular pay and any payment received for military duty.

Employees who leave the Company to serve in the military are entitled to an unpaid leave consistent with applicable state and federal laws. Veterans, reservists and members of the National Guard are entitled to reemployment consistent with applicable state and federal laws.

H. Bereavement Leave. The company shall grant five (5) days off with pay to Employees in the event of the death of immediate family members (spouse, spousal equivalent, child, parent, mother and father-in-law, sister, brother, grandparent, guardian).

ARTICLE XI LAYOFF & SEVERANCE PAY

A. Seniority shall be based on service with the Company from the date of first employment. Seniority for part-time service will be pro-rated.

B. For all layoffs (severance of employment without the intent to replace the Employee(s) dismissed), the Company shall notify both the Union and the Employee(s) involved in writing at least four (4) weeks in advance of the proposed layoff(s) of full-time Employees and at least two (2) weeks in advance of the proposed layoff(s) of part-time Employees. At the Union's request, the Company agrees to meet immediately with the Union to discuss the proposed layoff provided that such meeting is held not later than fourteen (14) calendar days from the date the Union has been notified of the proposed layoff of the full-time Employee and not later than seven (7) calendar days from the date the Union has been notified of the proposed layoff of a part-time Employee. A full-time Employee may not be severed from the payroll sooner than thirty (30) calendar days from the date the Union was first notified and a part-time Employee may not be severed from the payroll sooner than two (2) weeks from the date the Union was first notified.

C. Each layoff shall be made in reverse order of seniority except in circumstance where the Company can demonstrate that a less senior Employee has an appreciable and increased ability to perform the duties required by the Company.

D. In the event of a layoff, if the Employee laid off had been, prior to his/her layoff, in the employ of the Company for a period of two (2) years and if at any time within one (1) year for full-time Employees and within six (6) months for part-time Employees of the date of said layoff a vacancy occurs for the same position said Employee held at the time of the layoff, the Employee so laid off shall be re-employed or if more than one Employee is laid off, such Employees shall be employed in order of their seniority as Employees prior to their layoff. This provision shall not apply if such Employee is unavailable. Such Employee shall be deemed unavailable if within five (5) business days after written notice by the Company of the availability of the vacancy he/she does not respond to such notification or does not accept such offer of re-employment. Said Employees response must indicate that he/she is available to report to work no later than three (3) weeks from the date of notice by the Company. In the event that an Employee does not accept an offer of re-employment, he/she shall no longer be considered to have any right of re-employment under this paragraph.

E. Severance Pay.

1. A full-time Employee who is laid off shall be entitled to receive severance pay equal to one weeks pay at his/her individual weekly rate of compensation for each full year of employment; provided that a full-time