

This Agreement is made and entered into as of August 15, 2014 by and between **WITF, INC.**, owner and operator of television/radio station, its successors and assigns (hereinafter referred to as the Company), and the **NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**, a labor organization, its successors and assigns (hereinafter referred to as the Union.)

This Agreement and all letters, attachments, related schedules and grievance settlements and/or awards pertaining thereto, shall, upon transfer of ownership or control of the station, including properties and/or FCC licenses, continue in full force and effect and shall be transferred to such new owner or controlling party who shall then assume the full responsibility as the "Company" referred to herein.

ARTICLE 1

Intent

- 1.1 It is the purpose of the parties hereto to set forth herein the agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, and to provide a procedure for prompt and equitable adjustments of grievances to the end that there shall be no interruptions or impeding of work, work stoppages or strikes or other interferences with television and/or radio broadcasting at its facilities during the life of the Agreement.
- 1.2 The Company will not discriminate in matters of transferring Employees, working hours or the assignment against any Employee because of anything said, written or done in furtherance of the policies and aims of the Union. Nor shall the Union discriminate against any Employee in any manner by virtue of his furtherance of the policies and aims of the Company.
- 1.3 Neither the Company nor the Union will discriminate against any Employee in violation of any applicable local, state and/or federal law.
- 1.4 The masculine, feminine and neuter import one another.

ARTICLE II

Recognition

- 2.1 As certified by the National Labor Relations Board, in Case No. 4-RC- 13430, the Union is the exclusive bargaining representative for Employees in the unit described below and the Company recognizes the Union as said exclusive bargaining representative.
- 2.2 Definitions: The term "Employee" means any person employed by the Company as defined by the NLRB in Case No. 4-RC-13430.
- 2.3 The Unit is all full-time and regular part-time Employees employed by WITF, Inc., of Harrisburg, Pennsylvania, employed as engineers, technical and directorial Employees at its facilities located in Harrisburg, Pennsylvania; but excluding all other employees, including clerical employees, professional employees, traffic department employees, guards and supervisors as defined in the Act.

ARTICLE III
Management Rights

- 3.1 Except as provided herein the Union recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by Employees, including the right to initiate any technical change as well as any form or type of method or procedures; to establish new facilities, departments, divisions or subdivisions thereof; to determine programs to be produced, distributed, or sold or services to be rendered or supplied; to determine the size of the working force; to determine policy affecting the selection or training of new Employees.
- 3.2 The Company reserves the right to utilize student trainees as part of an oral or written agreement with an educational institution or as part of an understanding reached with an intern. Such utilization may not exceed a maximum period of three (3) consecutive months and must be of an educational nature only. Interns will not be utilized to perform bargaining unit work for broadcast or distribution unless they are directly supervised by a member of the Bargaining Unit.

ARTICLE IV
Union Membership and Checkoff

- 4.1 All Employees shall be required to apply for membership in the Union thirty (30) days after the beginning of their employment. The Company agrees not to continue in its employ Employees who have not applied for membership in the Union or who shall not remain members of the Union in good standing. The Union shall not request the discharge of any Employee for lack of good standing unless such Employee has failed to tender his periodic dues and initiation fees.
- 4.2 The Union will promptly admit to membership in the Union any person whom the Company may desire to employ as an Employee, upon the same terms and conditions as those which are requisite to membership in the Union on the date of the proposed admission of such person to membership. Nothing herein contained shall limit the right of the Union to suspend, expel, or refuse to re-admit a member for non-payment of dues and/or initiation fee. A bona fide offer by the Employee to pay the same shall satisfy this requirement.
- 4.3 The Company shall make a checkoff of Union dues and initiation fee from each pay check, provided that the Company shall receive from the Employee concerned, a written assignment which shall be irrevocable for a period of more than one (1) year, or beyond the termination date of this contract, whichever occurs sooner. The checkoff authorization shall be in the form as stated in the Addendum.

- 4.4 The Union shall save the Company harmless against any and all claims that may arise from action taken on any authorization and assignment furnished to the Company by the Union for the purposes of complying with the provisions of this Article.

ARTICLE V
Probationary Period

- 5.1 A full-time Employee with no prior experience shall be on probation for six (6) months.

Part-time Employees shall be on probation seven hundred and fifty (750) hours or nine (9) months, whichever occurs first.

During the probationary period, the Employee shall receive the benefits, working conditions and wage scales provided herein, but such Employee may be transferred or discharged at the discretion of the Company and without notice. Upon the completion of said period of probation, the Employee shall be deemed to be on a regular basis and all provisions of this Agreement shall apply.

- 5.2 All job openings for positions covered by this Agreement shall be posted on a designated bulletin board located in the TV work area and a designated bulletin board located in the FM work area by the Company for at least three (3) business days before public announcement of the opening. The Company will give consideration to qualified NABET-CWA Technicians for all job openings covered by this Agreement.
- 5.3 An Employee promoted to a new position shall be on probation for a period of three (3) months. In the event the Employee does not retain the new position, he shall be returned to his former position with no loss of seniority.

ARTICLE VI
Temporary, Independent Contractors and Part-time Employees

- 6.1 Temporary and Independent Contractors: The Company may retain one or more temporary Employees or independent contractors not to exceed a combined total of 3000 hours during each year of this Agreement. It is expressly understood that hours worked for live on-air periods for the auctions and other fund raising programs shall not be counted against this total. A temporary Employee or independent contractor shall accrue no seniority. A temporary Employee or independent contractor shall be entitled to the compensation described in Section 12.1 only.

- 6.2 Part-time: The Company may employ part-time Employees on the following basis:
- (a) Any part-time Employee who does not work for the Employer for six (6) consecutive months because the Employee did not accept work shall be dropped from the list. Part-time Employees shall be free to designate in writing particular times when they will not accept work and thereby eliminate the Employer's obligation to contact such Employees for work.

(b) The layoff of Employees shall be within the Groups (Departments) listed in Section

18.1 of this Agreement.

In cases of layoff involving full-time Employees, it is agreed that part-time Employees shall be laid off first. If, after laying off part-time Employees in that group, it is still necessary to further reduce the staff, and if only some part-time work is available, such work shall first be offered to full-time Employees.

Full-time Employees shall have the option to either bump another Employee with less seniority, provided the bumping Employee has the requisite skill and ability to immediately perform the duties of the Employee he is bumping; or to accept the available part-time work; or accept the layoff. In all cases, the full-time Employee's recall rights will not be affected.

- (c) Part-time Employees will not be used to eliminate full-time positions.
- (d) Part-time Employees shall be paid at least the minimum hourly rate based on the scales in Article XII. Part-time Employees shall be covered by all of the provisions of this Agreement on a pro-rated basis unless otherwise noted within this agreement. Part-time Employees averaging thirty (30) hours of regularly scheduled work per week (as determined on a quarterly basis by the Company) shall be covered by the Company's health insurance, including dependent coverage, provided the Employee is not so covered in other employment.
- (e) Part-time Employees shall receive pension benefits in accordance with the present ERISA Pension Reform Laws.
- (f) The Union expressly agrees that during live on-air periods for the auctions and other fund raising programs, there shall be no limit of any kind in the use of part-time, temporary or volunteer help during those periods in the work areas directly involved.

6.3 Any full-time unit Employee may engage in outside employment, if such freelancing does not interfere with the Employee's shift or job responsibilities or adversely affect the image or reputation of the Company. Such work is not to be done during Company time. Company facilities and equipment are not to be utilized.

ARTICLE VII Seniority

7.1 Attached hereto and marked Appendix "A" is a list of all Employees in the employ of the Company at the time of the execution of this Agreement showing their respective seniority dates. Employees subsequently hired shall have their names and seniority dates (date of hiring) added to such list. If two (2) or more Employees are hired on the same date, the Company shall designate their respective seniority.

The Company shall supply the Union with an update of this list every six (6) months and prior to any layoff.

- 7.2 No seniority shall accrue during periods of layoff or assignment to duties outside the Bargaining Unit. All seniority shall be terminated by discharge for just and sufficient cause, resignation, layoff in excess of twenty-four (24) months or assignment to duties outside the Bargaining Unit in excess of twenty-four (24) months. Where such assignment is to supervisory duties outside the Bargaining Unit, the Employee involved shall continue to accrue seniority while outside the unit for up to ninety (90) days.
- 7.3 Seniority will be given due consideration when determining promotions, demotions, transfers, when vacancies exist or new jobs are created within the Bargaining Unit provided the Employee has an acceptable work record and is qualified to perform the work in terms of technical and artistic competence in the sole discretion of the Company.
- 7.4 Absence due to illness or vacation shall not be construed as an interruption of continuous employment in determining seniority.
- 7.5 The Union shall designate, in writing to the Company, at the conclusion of Local Union elections, two (2) Union officials who shall serve the Local in the administration and enforcement of the Collective Bargaining Agreement. These Employees shall be deemed to have more seniority than all other Employees for the purposes of layoff and recall, as required to perform day-to-day functions required by their position.

ARTICLE VIII
Meeting with Union Representatives

- 8.1 With the mutual objective of expediting the smooth administration of this contract and minimizing misunderstandings and potential grievances, Employees and the Company agree to make representatives available at the other's request for meetings when necessary to discuss operational problems, assignments and interdepartmental responsibilities and clarifying any questions relating to the application of this contract. Time and place of such meetings shall be arrived at by mutual agreement.
- 8.2 A Union officer and his designee may confer with the Company during the regular working hours without loss of pay. These meetings and conferences must be held at reasonable times and so as not to interfere with the operation of the Company's business.
- 8.3 The Company agrees to establish a joint committee with the Union, with equal numbers of representatives from each party, for the purpose establishing standards and practices for the training of Union members. Where possible the parties shall cooperate in applying for NABET training grants.

ARTICLE IX
Grievances

- 9.1 A grievance is defined as a conflict, dispute or question between the Union and the Company as to the interpretation, application or performance of the terms of this Agreement. The Union may present a grievance to the Company, or the Company may

present a grievance to the Union. An Employee may present a grievance to the Company provided a representative of the Union is present if his presence is requested by the Employee. All the time limits contained in this Article may be extended by mutual agreement of the parties.

- 9.2** To be considered, a grievance must:
- (a) be reduced to writing;
 - (b) cite the applicable contract provisions alleged to have been violated, stating all pertinent facts to the best of the grievor's knowledge and belief;
 - (c) be signed;
 - (d) be dated; and
 - (e) be delivered to the General Manager if the grievance is against the Company or to the local president of the Union if the grievance is against the Union.
- 9.3** It is understood that to be valid, a grievance must be filed within fifteen (15) days of the event giving rise to the grievance or of the party receiving knowledge of the event which gave rise to the grievance.
- 9.4** Representatives of the Union and the Company designated for the purpose will meet and consider any grievance within fifteen (15) business days from the date the grievance was filed. Time periods set forth are to be adhered to by both parties in expediting the resolution of grievances. Failure of either party to respond within the limitations spelled out shall give the right to the other party to automatically proceed to the next step.
- 9.5** The terms of settlement of any grievance shall be reduced to writing and signed by the parties, and copies shall be furnished the Union, the Company and any Employee directly concerned.
- 9.6** If any grievance is not settled after completion of Section 9.4 above, either party may within thirty (30) days request, in writing, arbitration as hereinafter provided.
- 9.7** A grievance which has been neither settled nor referred to arbitration as provided above shall be deemed withdrawn without prejudice.
- 9.8** Unless there is mutual agreement to the contrary, the consideration of all grievances by representatives of the Union and of the Company will take place within the county in which the station is located.

ARTICLE X **Arbitration**

- 10.1** Requests for arbitration shall be in writing, dated and signed by the party requesting same. No request for arbitration shall be valid unless all steps in the grievance procedure outlined above shall have first been taken.
- 10.2** All arbitrations shall be conducted under the rules of the American Arbitration Association.

- 10.3 The decision of the Arbitrator on matters submitted shall be final, binding and conclusive upon all parties.
- 10.4 The Arbitrator shall have no authority to add to, modify, or subtract from the terms of this Agreement. In cases of money awards for wages, it is agreed that all such awards shall be based on a forty (40) hour week at regular rates except for part-timers.
- 10.5 Unless there is a mutual agreement to the contrary, all arbitrations hereunder shall be conducted within the county in which the station is located. Each party to the arbitration shall bear its own expenses, including expenses of counsel and witnesses presented by it; but the parties will share equally the fee and expenses of the Arbitrator.

ARTICLE XI
No Strike or Lockout

- 11.1 During the term of this Agreement, the Union agrees that it will not engage in any strike for any reason, including sympathy strikes.
- 11.2 The Employer will not lock out Employees during the term of this Agreement.
- 11.3 The Company will not assign Employees or send Employees to a work location for the purpose of assisting any other Employer in effectuating a lockout or breaking a strike. The Employer agrees to waive its right to take disciplinary action against any Employee who refuses to cross a picket line when to do so would place such Employee in immediate danger of physical harm.

ARTICLE XII
Wages

- 12.1 Minimum Hourly Wage for New Full-Time Hires and Minimum Part-Time Wage Scale

SENIOR ENGINEERS - \$22.00

ENGINEERS - \$20.00

OPERATIONS TECHNICIANS - \$19.00

VIDEOGRAPHER/EDITOR/TD/DIRECTORS - \$18.00

FM OPERATIONS ENGINEER/AUDIO SPECIALIST - \$16.00

TV CREW/FM OPERATOR - \$13.00 (to increase to \$15.00 effective 6/15/17)

Employees with no experience shall be paid a training rate for a period of time to be no longer than the probation period in length. The training rate shall be ten percent (10%)

below the wage rate listed above (except for senior engineers, where there are no employees at training rate).

- 12.2** It is understood by the parties that the above published wages are minimum wages only and nothing contained herein shall prevent the Company from paying wages above scale to any Employee on a merit basis.
- 12.3** Effective June 16, 2014, all employees who receive annual performance reviews shall receive performance-based merit increases, retroactive to June 16 of each year of this Contract. Employees who do not receive annual performance reviews shall receive the amount of the merit pool percentage each year of the Contract (the merit pool percentage was 2% for the contract year which will end June 15, 2015).
- 12.4** In-Unit Supervision. The Company may designate an Employee to work as an in-unit supervisor to provide FM Studio, TV Studio, TV Studio remote, transmitter, videotape and intern supervision as well as any other duties assigned by the Company. The Supervisor(s) shall act as liaison between Employees and the Company regarding technical matters. Selection of Supervisors shall be made solely by the Company. Consideration will be given to seniority. A Supervisor may be returned to Employee status without regard to seniority. Minimum assignment as a Supervisor shall be one (1) week. The pay for such assignment shall be not less than five dollars and twenty-five cents (\$5.25) per day above his regular daily rate.
- 12.5** When Employees are required by the Company to be on call for twenty- four (24) hour emergency call out or required to carry a pager or radio during non-scheduled hours, they will receive a premium of five dollars and twenty-five cents (\$5.25) per day above their regular daily rate.
- 12.6** In the event that an Employee's work shift extends past midnight or starts before 6:00 a.m., the Employee shall receive a night shift differential of ten percent (10%) for such work performed after midnight or before 6:00 a.m.
- 12.7** In order to improve the skill of the present technical staff represented by the Union, the Company may from time to time assign Employees within the bargaining unit to perform work in categories other than their own with the express consent of the Employee affected and with the understanding that the Employee so assigned will be paid the upgraded rate of pay for all hours worked. It is understood that this procedure will have no effect whatever upon any seniority determinations. Upon transfer, assignment or promotion to a higher paying classification, the Employee shall be paid at the next higher rate of pay on the pay scale but not less than one dollar (\$1.00) per hour more than his rate prior to the transfer, assignment or promotion. In no event shall he receive a reduction in actual base pay. Any Employee so assigned who averages thirty (30) hours per week in any three (3) month period, as determined by the Company shall be deemed permanently assigned to the upgraded position, after serving an additional three (3) month probationary period in that position.

Employees must notify the Company in writing of their desire to be upgraded. The

Company reserves the right to upgrade either full or part-time Employees at its discretion.

- 12.8** Radio Employees shall be entitled to an upgrade in pay equivalent to a TV Director's rate for "on site supervision" of recording sessions which meet all of the following criteria:
- (a) It is a stereo recording (studio or remote, digital or analog) requiring the use of a mixer and more than one microphone.
 - (b) The recording must be intended for broadcast use.
 - (c) The Employee must be assigned to this responsibility in advance by the company.
 - (d) Only one member of a recording team can be so designated.
 - (e) No other Company representative is on hand and in charge of the production.
- This does not preclude an upgrade for the performance of engineering work.

- 12.9** In order to improve the skill of the present technical staff represented by the Union, and allow an opportunity for additional creative expression and contributions, the Company may from time to time, by mutual agreement with the Employee, allow them to temporarily engage in non-creative work in the producer category. Any producer work done outside the Bargaining Unit will be paid at the Director's rate per the contract, and all other provisions of the contract will continue to apply to the Employee with respect to scheduling, etc.

Work done in this category will not be subject to negative performance review or disciplinary action if it is unsuccessful, but may be used as evidence of positive performance if it is successful.

Assignments to producer level work are at the sole discretion of the Company, subject to the Employee's right to refuse such assignments. Engaging in this work creates no obligation for either the Employee or the Company with regard to future assignments.

NABET-CWA agrees that by allowing Bargaining Unit members to engage in work outside the Bargaining Unit, it makes no claim and creates no obligation for the Company that such work will be considered within NABET—CWA jurisdiction. The Employer may not utilize any Bargaining Unit Employee under this provision who is still covered under the probationary period.

- 12.10** In the event economic conditions result in a rescission in non-bargaining unit salaries, the bargaining unit will forgo the percentage increase scheduled for the next contract year of the collective bargaining agreement, up to an amount equal to the rescission but not to exceed the scheduled percentage increase. If there is a rescission in non-bargaining unit salaries, WITF will notify the Union of that rescission and, at the Union's request, will meet with the Union to explain the financial conditions that resulted in the rescission.

ARTICLE XIII

Work Day - Work Week - Meal Periods

- 13.1** The regular work week will take one of the following forms:
- (a) All positions covered by this Agreement may be assigned:
 - (1). A five (5) day week consisting of five (5) consecutive days of eight (8) hours

within a nine (9) hour period including a one (1) hour meal period, and followed by two (2) consecutive days off.

OR

- (2). A four (4) day week consisting of four (4) consecutive days of ten (10) hours within an eleven (11) hour period including a one (1) hour meal period and followed by three (3) consecutive days off.

- (b). Any position covered by this Agreement may with the mutual consent of the Company and Employee, be assigned:

- (1). A five (5) day week consisting of five (5) consecutive days of eight (8) hours within an eight (8) and one-half (1/2) hour period including a half (1/2) hour meal period, and followed by two (2) consecutive days off.

OR

- (2). Four (4) consecutive days of ten (10) hours within a ten (10) and one-half (1/2) hour period including a half (1/2) hour meal period, and followed by three (3) consecutive days off.

- (c). Staff assigned to the categories of Videographer/Editor or Operations Technician may be assigned:

- (1). Five (5) consecutive days of eight (8) hours within an eight (8) hour period with no meal period, but permission to eat on the job, and followed by two (2) consecutive days off.

OR

- (2). Four (4) consecutive days of ten (10) hours within a ten (10) hour period and permission to eat on the job, and followed by three (3) consecutive days off.

The scheduling pattern will be designated in one (1) week minimum periods at the time the schedule is posted.

- (d). The Company agrees that in instances where an Employee is permitted to eat on the job, reasonable accommodation will be made via a short break in the work schedule to allow the Employee to make appropriate arrangements.

Section 13.1 shall be subject to the requirements of Section 6.2, scheduling, and, where applicable, penalties shall apply.

- 13.2** Any Employee who is scheduled for a meal period under 13.1(a) or (b) or under (c) shall not be entitled to any remuneration if food is provided by the company. If food is not provided by the company, the remuneration will be \$6.00, provided however, if one (1) hour unpaid time is provided by the employer, no remuneration shall be paid. If no food is provided or if the one (1) hour unpaid time is not provided, the missed meal penalty of time and one half (1 ½) shall be paid. Nothing in this clause shall change the practice of “eating on the fly” in master control with no missed meal penalty. The company and the employee shall be free to agree mutually to work through lunch without incurring the missed meal penalty.

- 13.3** In the case of an extended work day, additional meal periods will be scheduled at four (4)

hour intervals, and shall be considered time worked. An Employee required to work more than ten (10) hours per day shall receive a second thirty (30) minute meal period no sooner than four (4) hours after the first meal period and no later than the twelfth (12th) hour of work and it shall be considered time worked.

- 13.4 Each Employee who is scheduled to receive an unpaid meal period shall be scheduled for such meal period in the middle third of their shift.
- 13.5 When changing shifts in the TV and FM Master Control Room, or a change of personnel involved in a production, there will be a fifteen (15) minute overlap scheduled for each Employee.
- 13.6 For purposes of computing a regular work week is defined as beginning at 12:01 a.m. Sunday and continuing until 12 Midnight the following Saturday.
- 13.7 If an Employee's shift is to be extended for two (2) hours or less, there will not be a meal break. The Employee will add the one-half (1/2) hour for a paid meal period to the end of his shift, unless the employer has provided a meal.

If the shift is to be extended more than the two (2) hours, the Employee will take his paid one-half (1/2) hour meal break between the end of his normal shift and the beginning of the extended shift.

- 13.8 As required by Section 13.1, when Saturday and Sunday are scheduled days off, they will be considered two (2) consecutive days off.
- 13.9 The Company and an Employee may waive any provision of Articles 13, 14, 15, and 16 provided that there is mutual consent, such waiver is in writing, no other Employee is affected, and such waiver does not extend beyond thirty (30) days. It is understood and agreed that initialing the Employee's schedule, E-Mail, or an informal note between the Employee and a manager shall be sufficient writing.

ARTICLE XIV Overtime

- 14.1 Employees who work more than forty (40) hours in any one (1) work week or in excess of eight (8) hours in a day shall receive time and one-half (1 1/2) pay. If the Employee works ten (10) hour days, time and one-half (1 1/2) shall be paid for all hours worked in excess of ten (10) in a day.
- 14.2 Employees shall receive double their straight-time hourly rate of pay for all hours worked beyond the twelfth hour of work within the same work period.
- 14.3 (a) In all instances where seven (7) Consecutive days are worked, the seventh day shall be paid at twice the regular straight-time hourly rate. Employees shall receive one and one-half (1 1/2) times their regular straight-time hourly rate for all work performed on a regularly scheduled day off. If consecutively scheduled days off are both worked,

Employees will be paid at the rate of one and one-half (1 1/2) times their regular straight-time hourly rate on the first day and twice their regular straight-time rate on the second day. The minimum work credit on a day off shall be four (4) hours for all Employees. If mutually agreeable, the Employee may waive this minimum work credit and be paid only for the hours worked. Employees working on a four (4) ten (10) hour day schedule shall be paid double (2x) time for the sixth (6th) consecutive day of work.

(b) Part time employees who work on the sixth consecutive day will receive one and one-half their normal rate. If the part time employee works a seventh consecutive day it will be paid at double their normal rate.

Part-time Employees do not have normally scheduled days off.

14.4 Employees shall receive one and one-half (1 1/2) their regular straight-time hourly rate of pay for work performed when recalled for duty on the same day after completion of a day's scheduled assignment and after leaving the place of employment.

14.5 Employees recalled for duty within two (2) hours of the end of their work shift shall be considered to have been continuously employed and shall receive a minimum of two (2) hours pay or pay for the time actually worked, whichever is greater.

Employees recalled for duty more than two (2) hours after the end of their work shift shall be compensated as follows: time on recall shall be computed with a minimum of four (4) hours work credit, one (1) hour of which shall be allowed as transit time. It is understood that recall is to cover emergencies and will in no case be scheduled. In the event the emergency is resolved in less than four (4) hours, the Employer may assign the Employee to other work.

14.6 Overtime shall be computed in minimum units of one-quarter (1/4) hour (15 minutes).

14.7 The Company will post all overtime assignments on a regular basis and will equitably distribute overtime assignments among the Employees in the Unit who are qualified at the discretion of the Company. The Company retains the final decision of all scheduling of overtime.

14.8 Employees may refuse overtime without prejudice provided another Employee is available at no greater cost to the Company. Base rate of pay shall not be considered in determining cost.

14.9 In no case shall overtime accrue on overtime. Premium pay as defined in this Agreement shall not be construed as overtime or part of base pay.

ARTICLE XV **Scheduling**

15.1 The work schedule for the Employees will be posted ten (10) days in advance in the Employee's assigned work area.

15.2 An Employee's daily work schedule shall not be changed from that of the posted schedule upon less than forty-eight (48) hours' notice except upon the payment of a premium of one-half (1/2) of base pay in addition to any other compensation due the individual, for all hours scheduled outside the originally scheduled hours.

The schedule change penalty does not apply to an extended work day.

When work is scheduled on a day off within forty-eight (48) hours of that day off, it shall be considered a schedule change and subject to the penalties of 15.2.

15.3 It shall be the Employee's responsibility to check the posted schedule for changes prior to leaving at the conclusion of the work day. If schedule changes are made after an Employee's work day is concluded, it shall be the responsibility of the Company to notify the Employee in person or by telephone. All schedule changes shall be initialed with the date and time indicated by the person making the changes.

15.4 The regular work schedules shall be specific, showing starting and ending times of shifts to be worked and project number wherever possible.

15.5 The Employer shall make every effort to notify an Employee five (5) days in advance of an out-of-town overnight assignment.

15.6 (a) Part-time Employees in job categories in which full-time Employees are normally assigned an eight (8) hour shift shall be entitled to a minimum call of four (4) hours. Part-time Employees in job categories in which full-time Employees are normally assigned a ten (10) hour shift shall be entitled to a minimum call of five (5) hours. If, for personal reasons, the Employee is unable to work all hours assigned in a minimum call, only the hours worked will be paid. If mutually agreeable, Employees may waive the minimum work credit and be paid only for the hours worked.

(b) All schedule change penalties shall apply to part-time Employees.

(c) The time of notice for part-time Employees shall be the actual time the part-time Employee is notified by the Company, not the time the schedule is posted. This Section only applies if the part-time Employee is not working at the time of the change. The Company is expected to make a reasonable effort to notify the Employee in order to satisfy the "actual time" requirement above.

(d) Part-time employees working on the Pennsylvania Lottery contract shall be entitled to a minimum call of three (3) hours, not four (4) hours or five (5) hours as referenced in subsection (a) above for other part-time employees.

ARTICLE XVI

Premium Pay - 12 Hour Rest - Work Beyond the 10th Day

16.1 It is recognized that a necessary rest period of at least twelve (12) hours shall intervene

between the conclusion of one regular shift (including any over-time hours and meal period) and the commencement of the next, except in the event of a real emergency--such as declaration of war, fire, explosion or similar catastrophe or disaster which abnormally taxes the capacity of or seriously impairs the facilities of the station. In the event a rotation of schedules shall take place which produces less than a twelve (12) hour rest period, such rotation shall take place immediately after an Employee's day off. Should an Employee be assigned a tour of duty before a twelve (12) hour rest period has elapsed since the last tour of duty, thirty (30) hours when one (1) day off intervenes, fifty-four (54) hours when two (2) days off intervene, seventy-two (72) hours when three (3) days off intervene, the Employee shall receive an additional premium of fifty percent (50%) of their regular straight-time hourly pay for all time scheduled within the rest period.

- 16.2** Any penalties as a result of a schedule change requested by an Employee shall be waived.
- 16.3** All work performed beyond the tenth (10th) consecutive day shall be compensated at a premium of fifty percent (50%) of an Employee's base in addition to other compensation. The premium shall not apply in case of a real emergency such as a declaration of war, fire, explosion, or similar catastrophe or disaster, which abnormally taxes the capacity of, or seriously impairs the facilities of the station.

A day off with pay at the straight-time rate may be scheduled for an Employee to break the chain of consecutive work days.

ARTICLE XVII **Disciplinary Action**

- 17.1** The Employer may take disciplinary action against any Employee only for just and sufficient cause.
- 17.2** The Employer shall provide a disciplined Employee with a written statement of the reason.
- 17.3** The Union may investigate the justification of any discipline and if, after fair and impartial investigation, it believes the discipline unjustified, its findings and beliefs shall be made known to the Company. If the Company disagrees with the findings and beliefs of the Union, the discipline may then become a subject of grievance and arbitration as provided herein. The Union shall not request the Employer to reinstate any Employee found to have been discharged for just cause.
- 17.4** Any discharge made within the probationary period specified by Article V hereof shall not be subject to question by the Union nor made the subject of a grievance or arbitration.
- 17.5** It is agreed that when the Employer places a disciplinary memorandum of any kind in the file of an Employee, a written copy of such memorandum shall be forwarded to the Local Union and the Employee involved within five (5) days. When the Employer intends to meet and discuss a disciplinary matter with an Employee, the Employee shall be advised in advance of the purpose of the meeting. Any Employee so advised shall have the right

to request the presence of his Union representative at such meeting. The Union recognizes the right of the Employee to consider such a matter personal and, if so advised by the Employee, no Union representative will attend.

- 17.6** Any disciplinary letter which has been made a part of an Employee's personnel file shall be removed after one (1) year's time and returned to the Employee involved if during that one (1) year no further incident of a similar nature has been committed by the Employee.

ARTICLE XVIII
Layoffs

- 18.1** For layoff and recall purposes only, there shall be two (2) Employee Groups:
(a) Maintenance Engineers
(b) Production/Operations
- 18.2** Within each department, layoff and recall shall be in order of seniority within the department; except, when a layoff is announced, Employees within the department will first be given the opportunity to elect a voluntary layoff in exchange for the severance as defined in Section 34.2.
- 18.3** (a) The date of seniority shall be the original date of hire.

(b) In the event of a layoff, unit seniority (date of hire) shall be followed. This seniority may be used to bump another Employee with less seniority provided the bumping Employee has the requisite skill and ability to immediately perform the duties of the Employee he is bumping. Upon the exercise of this bumping right, the Employee shall be paid the rate of pay for the job he is performing.

(c) Part-time employment shall first be offered to any regular Employee who has been laid off and such regular Employee shall receive seniority credit for such part-time work. Other part-time Employees shall accrue seniority in relation to other part-time Employees only for their actual time worked in continuous employment with the Company. In the event a full-time job becomes available, the more senior Employee or Employees who have been laid off will be rehired provided the qualifications and experience are substantially equal in the opinion of the Company (subject to the right of the Union to grieve). In the event additional full-time jobs become available, the more senior qualified part-time Employee shall be offered the job. Qualification shall be determined by management (subject to the right of the Union to grieve). Upon becoming a full-time Employee, the part-time Employee will be credited with his length of service as a part-time Employee for purposes of establishing his place on the salary scale.
- 18.4** When Employees are transferred into a department, they shall retain their original seniority date for benefit purposes only. Transferred Employees shall have the right to refuse a transfer into another department.
- 18.5** Layoffs to reduce the staff (when made in inverse order of seniority) shall not be subject

to question by the Union nor made the subject of a grievance or arbitration.

- 18.6** The Employer shall provide two (2) weeks notice of any layoff or two (2) weeks pay in lieu thereof.

ARTICLE XIX
Re-Employment

- 19.1** Laid-off Employees (other than those laid off during their probationary period) shall be offered re-employment in the order of their seniority as positions may become available and, if re-employed, shall be paid a salary commensurate with seniority at time of layoff, plus any other increases that occurred during that period of time.
- 19.2** To be eligible for recall, an Employee must:
- (a) At the time of layoff indicate to the Company and the Union in writing that he or she desires to return to the employment of the Company.
 - (b) Keep an application for re-employment active by re-notification in writing of the availability of the laid-off person at intervals not to exceed six (6) months.
 - (c) Keep the Union and the Company advised in writing of any change in address.
- 19.3** Should any position covered by this Agreement become available while there are Employees on layoff status, the Company shall notify the Union and the Employee next eligible for recall by registered mail return receipt requested. Any Employee who refused the offer of re-employment or who fails to respond within forty-eight (48) hours of the return of the signed registered receipt of the letter, shall lose all rights hereunder and all seniority if subsequently employed.
- 19.4** All right to re-employment under this Section shall terminate twenty-four (24) months after the date of the last layoff.

ARTICLE XX
Holidays

- 20.1** The parties recognize the following eleven (11) holidays. An Employee may be permitted to substitute Martin Luther King's Birthday for any holiday subject to the requirement of Section 20.3.

New Year's Day*	Labor Day
Presidents' Day	Thanksgiving Day
	Day After Thanksgiving
Memorial Day	Christmas Day*
Independence Day	Three (3) Personal Days [Effective
as of January 1, 2013]	

*Or comparable holiday to celebrate other faith.

Straight-time holiday pay will be paid to a maximum of eight (8) hours (irrespective of his/her regular work schedule) if a holiday falls on an Employee's regularly scheduled day off.

Holiday substitutions may be done only with the Company's express approval.

- 20.2** An Employee will be paid for a holiday only when he or she works the full scheduled day before and the full scheduled day after the holiday unless excused.
- 20.3** Employees may take the personal day(s) referred to in Section 20.1 above at their discretion provided they give the Company two (2) weeks notice of the date which they intend to take provided further that they receive express Company approval.

Full-time Employees may take one (1) personal day after three (3) months of employment; the second and third after six (6) months.

Unused personal days may not be carried over to the next calendar year.

The Company retains the final decision if the number of Employees seeking the same day off is too large to permit efficient operations. Seniority will prevail among the Employees.

Part-time and temporary Employees do not get Personal Days or Holidays unless hours are worked on the Holiday in question.

- 20.4** Hours worked on holidays are paid at one and one-half (1.5) times the straight-time rate for the hours actually worked. An Employee scheduled to work on a holiday will receive holiday pay (at straight time) for the entire scheduled shift. Employees working on Easter Sunday, and after 5 p.m. on New Year's and/or Christmas Eve will receive a premium of an additional half (1/2) time for all hours worked.

The following holiday dates are designated by the Company and the Union:

New Year's Day	-	January 1
Independence Day	-	July 4
Christmas Day	-	December 25

In addition, in instances where these three holidays fall on either a Saturday or Sunday, Employees actually assigned to work on these days will receive a premium of an additional half (1/2) time for all hours worked.

- 20.5** Whenever a holiday falls on a Saturday, it will be observed on Friday. Whenever a holiday falls on a Sunday, it will be observed on Monday.

ARTICLE XXI

Vacations

- 21.1** Vacation hours will be computed as follows:
- (a) Full years of employment 0 through three (3) inclusive: Employee earns 6.5 hours per month worked. (80 hours per year).
 - (b) Full years of employment four through seven (7) inclusive: Employee earns ten (10) hours per month worked. (120 hours per year).
 - (c) Full years of employment eight (8) and beyond: Employee earns thirteen (13) hours per month worked. (160 hours per year).
- 21.2** All vacation pay shall be computed at the Employee's regular straight-time base rate of pay for forty (40) hours with the exception of part-timers who shall receive prorated vacation pay.
- 21.3** Seniority will be given due consideration when scheduling vacations.
- 21.4** If a holiday falls during the Employee's vacation, a make-up day will be granted.
- 21.5** Each Employee may carry over up to forty (40) hours of vacation time earned but not used at the end of the calendar year. Upon request and approval of Company and Union, an Employee may carry over more than forty (40) hours carry over.
- 21.6** Vacation schedules shall be posted by the company four (4) months in advance and the posted schedules will show selected vacation time to that point. Vacation periods may not be canceled except by express consent of the Employee affected. Employee requests for vacation within four (4) months of the actual period requested must be specifically approved in writing by the Employer. These requests are not subject to Section 21.3 of the Contract as it pertains to Seniority.
- 21.7** All vacation periods of one (1) week or more shall be contiguous with the Employee's day off. Vacation periods shall be year-round.
- 21.8** Any Employee who shall leave the employ of the Company for any reason shall receive his accrued vacation pay. In no event shall the amount of accrued vacation exceed the amount prescribed as vacation.
- 21.9** At the request of the Employee at least three (3) weeks in advance, vacation pay will be given in advance.
- 21.10** For probationary Employees, vacation use may not be requested until after completion of three (3) months' employment.

ARTICLE XXII Leave of Absence

- 22.1** Any Employee may be granted an unpaid leave of absence for good cause provided such leave of absence is approved by the Employer in advance. At such time as the Employee returns to regular employment with the Employer, he shall resume his previous position with such rights and seniority as existed at the beginning of his leave of absence.
- 22.2** Applicable requirements of state and federal laws will govern in the case of Employees who are called into military service. The Employer will grant Employees who are members of reserve military units leave of absence of up to two (2) weeks in any one (1) year for required military training upon receipt of reasonable notice. Employees called for such two (2) week reserve military training, shall be paid their normal rate of pay (less military pay) for a period of up to two (2) weeks.
- 22.3** Maternity/Paternity Leave – Regular, Full-time Employees may take leave of up to forty (40) hours, which are not counted as sick leave or vacation, either due to the birth or adoption of a child. The employer will not unreasonably withhold approval for any exceptions.

ARTICLE XXIII
Sick Leave

- 23.1** The Employer shall provide up to ninety-six (96) hours sick leave each year. Employees shall be permitted to accumulate unused sick leave from year to year up to a maximum of five hundred sixty (560) hours. Sick leave may be used for doctor appointments, but must be taken in increments of one-half (1/2) hour or more.
- 23.2** It is understood that upon the termination or layoff of an Employee, there shall be no compensation for accumulated sick leave.
- 23.3** The Company may require a physician's certificate as to the existence and continuance of illness or disability sufficient to prevent an Employee from working.
- 23.4** Nothing herein shall constitute a waiver by any Employee of any right or privilege enjoyed by the individual by virtue of any workmen's compensation law.
- 23.5** Only part-time employees who have worked 400 hours during the prior contract year are eligible to accrue sick leave hours. A part-time employee's right to accrue sick leave hours will be established annually on the 16th day of June each year for the life of the contract

ARTICLE XXIV
Funeral Leave

- 24.1** In the event of a death in the immediate family (defined as parent, step-parent, foster parent, guardian, parent-in-law, grandparent, spouse, domestic partner, child, step-child, brother or sister of an Employee), an Employee will be allowed up to three (3) scheduled work days off with pay at his regular straight-time rate during the period extending from the date of death through the date of the funeral. In the event of death of an Employee's

aunt, uncle, brother-in-law or sister-in-law, one (1) day off, with pay, will be allowed to attend the funeral.

ARTICLE XXV

Jury Duty

- 25.1** In the event an Employee is required to be excused from work to serve on a jury of any court of law or equity or to appear as a witness under subpoena as a result of his employment with WITF, there shall be no loss of base pay to the individual and the Company agrees to pay said Employee during any period of compulsory jury service the difference between his base pay and the jury duty pay.

ARTICLE XXVI

Remotes

- 26.1** The Company shall have the right to send an Employee or Employees to operate technical equipment at the point of origin of all Company productions originating in the field and to handle such originations.
- 26.2** The Company agrees that, within a fifty (50) mile radius of its main studio, only Employees shall operate the technical equipment at the point of origin of all Company productions, except programs broadcast jointly with other stations on a special event or public service basis.
- 26.3** In no event shall the Company refuse to assign an Employee or Employees in any case where the company is obligated by the terms of this Agreement to assign Employees, because of any claim made by any other Union to the operation of any technical equipment in any particular area.
- 26.4** The term "company productions" as used herein includes programs broadcast, distributed or produced by WITF-TV-FM in which WITF-TV-FM shall be the sole copyright holder. It does not include programs originated by others on a network, pool, or syndicated basis or produced by persons or entities over whom the company has no control.
- 26.5** Nothing in this Article shall prevent the Company from sending Employees to work on programs originated by others on a network pool or syndicated basis or produced by persons or entities over whom the Company has no control.

ARTICLE XXVII

Travel

- 27.1** When an out-of-town assignment requires Employees to remain away overnight, the Employees shall be credited with his/her regular work shift each day away. If the actual work in any one day exceeds eight (8) hours, the overtime provision of Section 14 applies. If the regular days off occur while the Employee is on extended out-of-town assignment, and no actual work is required on the days off, the Employee shall receive no

extra pay for days off.

- 27.2 Employees shall not be credited for time used reporting to and from work at the location where they are regularly employed, but shall be credited with all time used thereafter during the day's assignments such as traveling between studios, remotes, transmitter and translator sites, and other assignments in which traveling is required.
- 27.3 If any Employee is scheduled to be away from home for more than three (3) consecutive weeks, the Company will return the Employee home for days off. The Company will bear the entire cost of such transportation.
- 27.4 All necessary business calls and messages are reimbursable. An Employee is allowed personal phone calls to one's home while out of town, but these should be kept to a minimum.

ARTICLE XXVIII
Travel Expense

- 28.1 When overnight travel is required by the Company, each Employee will be reimbursed for all travel and reasonable and necessary living expenses consistent with the WITF Travel and Entertainment Policy. No traveling expenses shall be allowed for reporting to or from work at the Employee's regular working place.
- 28.2 Employees will be promptly reimbursed for expenses when expense reports are submitted within thirty (30) days of the event triggering such expenses. Expenses will be approved providing that the Employee submits the proper expense report and receives the proper authorization.
- 28.3 No Employee shall be obligated to use a personal car.
- 28.4 Where Employees use their personal vehicle and are authorized by the Company to do so, they shall be compensated at the IRS approved rate per mile. The date of any IRS announcement of a change shall be the date of the change in the Employee's rate. Where such personal vehicles are damaged and the Employee is not at fault, the Employer shall pay for any damage to the vehicle up to five hundred dollars (\$500) towards the deductible where the damage exceeds five hundred dollars (\$500). The Employee shall provide documentation of his deductible upon request.
- 28.5 Employees shall not receive any compensation for any damage to their personal vehicle which occurs commuting to and from their assigned work station.
- 28.6 All work assignments as defined in this Agreement shall begin and end at the Company studio facility unless the company has authorized the Employee to travel to and from his work assignment by a means of transportation other than a Company vehicle. It is understood that the use of a personal vehicle in such situations shall be subject to the mutual agreement of the Company and the Employee.

ARTICLE XXIX
Tools and Equipment

- 29.1** The Company will furnish all tools and equipment necessary in the opinion of the Company for the performance of the duties specified herein.
- 29.2** If it is part of an Employee's job to drive a Company vehicle, he/she must provide a photocopy of his/her driver's license. Failure to comply will be considered grounds for corrective action.

ARTICLE XXX
Benefits

- 30.1** WITF agrees to make available to Bargaining Unit Employees health, vision, dental, life, short-term disability, long term disability and accidental death and dismemberment insurance plans, and such defined benefit and defined contribution retirement plans, as are made available to managerial and non-bargaining unit employees on the same terms and conditions as they are made available to managerial and non-bargaining unit employees.
- 30.2** The Employer shall provide to the Employee the equivalent value of premiums for Individual Coverage for the Managed Care Program, Vision Care Program, and Dental Program. Premiums for dependent coverage shall be divided between the Employer and Employee on the same basis as such premiums are apportioned between the Employer; and managerial and non-bargaining unit employees.
- 30.3** If electing Medical, Vision, and/or Dental coverage, Employees shall sign a salary reduction agreement and may have their contributions withheld on a pre-tax basis to the extent permitted by law.
- 30.4** This will confirm WITF's plan permitting part-time Employees, who average more than twenty (20) hours per week, as calculated on a quarterly basis or as prescribed by insurance provider, will be given access to, and the right to purchase, the Company's Medical Insurance Plans.

ARTICLE XXXI
Hazardous Work

- 31.1** The Company will comply with all laws relating to safe operations and no Employee shall be expected or requested to perform unsafe work or work which may be in violation of the standards of the Occupational Safety and Health Administration.

ARTICLE XXXII
Jurisdiction

- 32.1** In the event that WITF employs at least the specified minimum number of regular full-

time bargaining unit Employees, then there shall be no exclusive union jurisdiction over any job duties and non-unit personnel may perform any job duties without limitation.

(a) The minimum number of regular full-time bargaining unit positions in the first year of this Agreement shall be seven (7). The company agrees that it will not terminate any full-time employee in the bargaining unit solely as a result of the reduction in the minimum number of positions required by this agreement. Furthermore, it is expressly understood that WITF will be granted a grace period of three (3) months for recruiting purposes before the provisions of 32.3 take effect.

(b) In the event that WITF decides it cannot maintain the minimum number of regular full-time bargaining unit employees due to a reduction of a revenue source of any type, then WITF may reduce the minimum number of regular full-time bargaining unit requirements of Section 32.1(a) by one (1) full-time position (for a net of six [6]), for each \$75,000 increment of reduced revenue lost, up to a maximum of two (2) full-time positions during the life of the contract (for a net of five [5]). If the same aforementioned revenue source is restored, then the resulting reduction in the minimum number of regular full-time Employee requirements of 32.1(a) will be restored. (Example: Federal funding is reduced in excess of \$150,000 in FY2014 and as a result, the minimum number of regular full-time bargaining unit Employee requirements of 32.1(a) are reduced by two (2) for a net of five (5). In FY2015, Federal funding is restored to the original level, then the minimum number of regular full-time bargaining unit Employee requirements of 32.1(a) are restored by two (2) back to a net of seven (7). If any reduction in full-time regular employee positions occurs in accord with this Section 32.1(b), then WITF will notify the Union of the reduction, and will identify the reason for the reduction and the specific loss of revenue that has resulted in the reduction. One year after any actual reduction in full-time positions, at the union's request, the parties will meet and discuss whether any of the reduced positions can be restored. Any further force majeure type reductions during the term of this Agreement will be subject to a contract reopener of only Article XXXII at the request of either WITF or the union. The only topics subject to such reopener are the provisions of this article XXXII. The remaining provisions of this Agreement, except those of Article XI, will remain in effect.

32.2 [reserved]

32.3 Except as provided in Section 32.1(b), in the event the Company does not employ the minimum number of bargaining unit Employees, then the following jurisdictional provisions will apply:

The union's jurisdiction shall include, without limitation, the following: operation, construction, installation, and maintenance of technical equipment that directly distributes a signal to WITF's un-leased (by customers outside of WITF), FCC Licensed Broadcast Frequencies. This includes but is not limited to: transmitter and receiver operation, portable and fixed microwave and satellite uplink and/or downlink facilities owned and operated by WITF; and all other associated technical and mechanical duties and such other duties as are consistent with normal radio and television operations, except the following:

(a) Content Development. "Content Development" is the work of individuals who

acquire (excluding camera operation), assemble, write and edit and present information to media audiences.

The development of content may begin with written, verbal, visual or audio material identified or acquired (excluding camera operation) by research or interviewing. Content may relate to any subject matter, including but not limited to, current affairs, history, arts or culture. Content information may be assembled from multiple sources and enhanced by other audio, video or graphical materials. The information may be presented in a format which requires combining original data (interviews, performances, research) with a narrative which links the components into an understandable whole. The initial “mass” of content usually requires a selection of key materials--editing--to create a final product which is appropriate in length and effective with audiences.

Specifically, bargaining unit personnel assure that each component meets the technical requirements of the television or radio medium. Bargaining unit personnel may work under the direction of content development personnel to select or assemble materials determined by the content developer. Bargaining unit personnel then oversee and execute distribution of the finished media product, assuring that programs and program components meet the quality standards established by WITF and, where appropriate, other regulatory agencies.

For studio camera operations, the company agrees to offer such work to the qualified, available bargaining unit members first. For field camera operations, the company may use non unit employees or freelance workers provided no bargaining unit videographer shall have their regular hours (40) reduced as a result of this work.

- (b) Use of any video editing or graphics design system, providing that the resulting materials will not be switched directly to WITF’s un-leased, FCC Licensed Broadcast Frequencies;
- (c) Use of networked or non-networked computer based equipment, of any kind, for any purpose including, but not limited to, all broadcast and non-broadcast functions, log preparation and generation, database operations, storage area networking, data processing equipment, telephone systems or any other non-broadcast communications equipment.
- (d) Use of non-unit personnel for “Combo” radio operations without limit provided that there shall be one (1) regular full time Employee in the FM operations and provided that the Employees covered by this agreement will continue to be assigned to the maintenance of production and broadcast equipment used for RadioPA Networks operations, but that such Employees will continue not to be required for production, transmission and broadcast purposes.
- (e) Performance of the following audio functions by full-time and part-time Employees: audio recording, editing, and mix-down for an on-the-air program for distribution;
- (f) Use of TV production facilities and equipment by non-bargaining unit personnel

for preparation of video material, provided that the resulting material is not switched directly to WITF's un-leased FCC Licensed Broadcast Frequencies;

(g) Operation of electronic character generators and memory devices, electronic graphics unit and electronic still store devices by production, continuity and graphic arts employees as needed to facilitate the creation and storage of graphics and the storage, review, selection and deletion of on air and production visuals;

(h) Rental of equipment to others for use outside the WITF facilities without the obligation to use bargaining unit Employees to operate such equipment. WITF agrees to utilize at least two (2) NABET/CWA represented Employees for rentals of the remote production vehicle;

(i) Assisting in the installation of new equipment;

(j) Operation of the equipment by supervisors, vendors or producers for training, evaluation or instruction;

(k) Operation of equipment by supervisors or producers to remedy emergencies or production problems. Emergencies or production problems is defined as an unanticipated event, or an event which has not been scheduled. The operation of equipment to remedy emergencies or production problems shall not be used to avoid overtime;

(l) Operation of equipment by supervisors or producers to meet or resolve quality problems, when a unit technician is not reasonably available. If the Unit Technician is readily available, the Supervisor or Producer shall first talk through the problem with the Unit Technician controlling and operating the equipment. Only if the Unit Technician is unable or unwilling to attempt to resolve the problem, will the Supervisor or Producer take control of and operate the equipment. Such control and operation shall be for the limited purpose of resolving the quality problem.

ARTICLE XXXIII **Duties and Responsibilities**

The following job descriptions are summaries of the normally expected duties and responsibilities of these positions and have no jurisdictional implications. Jurisdiction is specified in Article XXXII.

Senior Maintenance Engineer/Television

Duties: Monitors and maintains studio production, origination and transmission equipment such as cameras, videotape equipment, distribution equipment, switchers and editors. Assists non-unit personnel with computer tasks related to broadcast operations. Determines specification and requisitions for new equipment and maintenance supplies, and advises management on available new technologies. Trains employees on proper handling and operation of equipment. Other duties as assigned.

*Senior Engineer has greater knowledge and expertise. Performs duties with more autonomy and precision.

Senior Maintenance Engineer/FM

Duties: Monitors and maintains studio production equipment, transmission facilities, satellite downlink and STL equipment and other similar equipment. Assists non-unit personnel with computer tasks related to broadcast operations. Determines specifications and requisitions for broadcast equipment and supplies, and advises management on available new technologies. Endeavors to maintain compliance with and keeps abreast of FCC rules and regulations, including maintenance of required records. Trains employees in operation of production, recording and broadcast equipment. Assists in remote productions. Endeavors to maintain high quality control standards. Other duties as assigned.

*Senior engineer has greater knowledge and expertise and performs duties with more autonomy.

Senior Maintenance Engineer/Transmission

Duties: Monitors and maintains station transmitting equipment to include, but not limited to: TV and FM broadcast transmitters, ITFS transmitters and relay stations, TV and FM translators, microwave transmitters and receivers, satellite transmitters (TV and Radio), satellite receivers, ITFS receive locations and various remote control systems. Assists non-unit personnel with computer tasks related to broadcast operations. Endeavors to maintain the highest standards of transmission quality and reliability. Endeavors to see that all equipment is operated within FCC rules, and good engineering practice. Maintains proper FCC records, logs and performs periodic inspections as required. Other duties as assigned.

*Senior engineer has more knowledge and expertise and performs duties with more autonomy.

Maintenance Engineer

Duties: Monitors and maintains studio production, origination and transmission equipment such as cameras, videotape equipment, distribution equipment, switchers and editors. Determines specification and requisitions for new equipment and maintenance supplies. Trains employees on proper handling and operation of equipment. Performs Operation Technician responsibilities as needed. Other duties as assigned.

FM Operations Engineer/ Audio Specialist

Duties: Coordinates and monitors usage of station production facilities, in-house and remote equipment, and supplies. Provides coordination and implementation of on-air promotion, program underwriting, and other production related activities as assigned. Provides audio support for television and development department activities. Serves as recording/mixing engineer for remote and in-studio concerts, public affairs and special events broadcasts. Monitors operations for anomalies and takes corrective measures in consultation with Station Manager. May participate in hosting of concerts, special events, or as daily music programming host or board operator. Trains employees in operation of production, recording and broadcast equipment. Other duties as assigned.

FM Board Operator

Duties: Hosts music programming or serves as host for breaks; and operates board during assigned air shifts. May program music blocks as assigned by music director. Performs on-air station business, e.g. EBS tests and activations, transmitter remote meter readings, recording network feeds from satellite, live network and local news joins. Monitors air signal for anomalies and takes

corrective measure in consultation with engineer and station manager. Participates in some production, including on-air promotional announcements and programs. Other duties as assigned.

Director/Editor

Duties: Directs crew during production of live or taped programs including, but not limited to: blocking shots for camera operators, calling for appropriate graphics and audio, and giving all cues to members of the production team. Functions as lead technical person during production phase of programs and may serve in the same role during pre-production phase. Works closely with the producer during pre-production and the actual production and assists the producer in achieving the desired effect.

Operates production equipment including, but not limited to, the production switchers, digital effects units, editors, still store/clips unit and character generator. Shoots in the field and/or edits the footage shot as required in concert with the producer. Operates company vehicles as assigned. Other duties as assigned.

And/or

Works in concert with producer to edit material efficiently into airable form using available equipment. Responsible for routine minor maintenance on equipment. Operates company vehicles as required. Operates studio cameras and other production equipment as needed. Other duties as assigned.

Technical Director

Duties: Switches sources on production switchers during production of live and taped programs. Operates other production equipment including, but not limited to, audio board, digital effects units, editors, still store/clips unit and character generator during live and taped programs at the behest of the director. May be called upon to serve as lead technical person during pre-production phase of a program. Operates company vehicles as assigned. Other duties as assigned.

Production Crew

Duties: Operates equipment including, but not limited to, camera, audio, lighting, character generator, still store/clips unit, and teleprompter during live and taped programs in studio and on location. Designs, constructs and lights sets. Functions as a lighting grip or audio operator during Electronic Field Production (EFP). Operates company vehicles as assigned. Other duties as assigned.

Videographer

Duties: Sets up and operates Electronic Field production gear--Camera, audio gear (microphones, mixers, sound dampening materials), and lighting instruments (including related grip material) to shoot footage in the field for assigned projects, making certain all footage needed by the field producer are acquired. Other duties as assigned.

Operations Technician

Duties: Operates equipment relevant to technical center operations and services. Responsibilities include:

Server, automation and related computer systems in cooperation with WITF policies and procedures. Switching and related routing equipment for broadcast and licensed feed requirements. Operating WITF uplink equipment. Records and playbacks as needed for air.

Dubbing of programs and other materials for broadcast. Feeding tapes and other program sources into server and other computer-based systems in accordance with WITF policies and procedures for broadcast and other distribution systems. Preview and initial technical assessment on out-of-house programs for broadcast. Other duties as assigned.

ARTICLE XXXIV
Severance Pay

- 34.1** An Employee whose employment is terminated by discharge for cause or voluntary resignation shall be entitled to no severance pay.
- 34.2** Employees whose employment is terminated due to technological change or for reasons other than those set forth in Section 34.1 above shall be entitled to severance pay of one (1) week for each year of service with the Company provided they have completed at least two (2) years of service with the Company and subject to a maximum of eight (8) weeks pay. Severance pay shall be paid on a weekly basis in the nature of a salary continuation plan.
- 34.3** In the event an Employee to whom severance pay has once been paid is re-employed, all severance pay obligations on the part of the Company shall be deemed fulfilled for all employment prior to the date of re-employment, and thereafter, "service" for the purpose of severance pay, shall be computed from the date of re-employment. Service as used herein shall be computed in the same manner as seniority as defined in this contract.

ARTICLE XXXV
Term

- 35.1** This Agreement shall be effective August 20, 2014 and shall continue in effect through June 15, 2018 and thereafter shall continue in effect from year-to-year except as set forth below.
- 35.2** Either party may notify the other in writing by certified mail of its desire to terminate or change this Agreement at least sixty (60) days prior to June 15, 2018 or sixty (60) days prior to the end of any subsequent renewal term. Should notice of a desire for change be given and the parties fail to agree upon requested changes by the end of the then current term, the Agreement shall remain in effect but can be terminated at any time thereafter by either party upon forty-eight (48) hours written notice of termination served upon the other.
- 35.3** To be effective, any changes, supplements or amendments to this Agreement made during its term must be reduced to writing, signed by the parties hereto and shall then become a part of this Agreement.

ARTICLE XXXVI
Separability

- 36.1** If any change in federal or state law or decision of any federal or state court affects any provision of this Agreement, each such provision will be deemed amended to the extent

necessary to comply with such decision but otherwise this Agreement will not be affected.

ARTICLE XXXVII
Complete Agreement

- 37.1** It is agreed that during the negotiations leading to the execution of this Agreement, the Parties had full opportunity to submit all items appropriate for collective bargaining, and the parties expressly waive their right to submit any additional items for negotiations during the term of this Agreement irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement, and that this Agreement incorporates the full and complete understanding between the parties, superseding and invalidating any previous commitments of any kind, oral or written, except where past practice has clearly been established. The specific provisions of this Agreement are the sole source of any rights of the Parties.

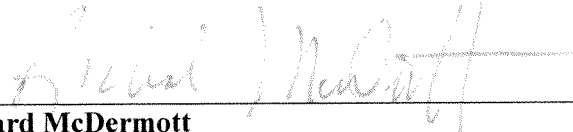
ARTICLE XXXVIII
Sector Approval


38.1 The Company agrees that this contract is subject to approval by the Sector President of the Union and does not go into effect and is not binding on either party until Countersigned by the Sector President of the Union.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized agents and officers as of the day and year first above written.

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS -
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

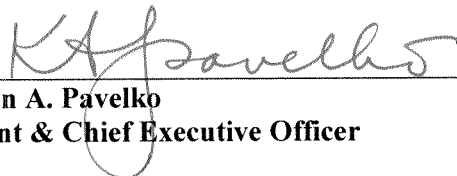
By:  2/13/15
Carrie Biggs-Adams
SECTOR REPRESENTATIVE
DATE

By:  2-17-15
Richard McDermott
PRESIDENT
NABET-CWA Local 31
DATE

By:  2-13-15
Charles G. Braico
ACTING SECTOR PRESIDENT
NABET-CWA, AFL-CIO
DATE

WITF, Inc.

By:  4/30/15
Gregory C. Poland
Sr. VP/Chief Financial Officer
DATE

By:  4-30-2015
Kathleen A. Pavelko
President & Chief Executive Officer
DATE

Addendum

TO: WITF, INC.
Harrisburg, Pennsylvania

I hereby authorize WITF, INC. to deduct commencing as of _____ and for the payroll periods since the previous deduction, from each pay check a sum equal to one-half of one and two-thirds percent (1-2/3%) of my total earnings each month, including all overtime and penalty payments, on account of membership dues in NABET-CWA. The sums thus to be deducted are hereby assigned by me to NABET-CWA and are to be remitted by the Company to the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between WITF, INC. and NABET-CWA, AFL-CIO, which ever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within the period of twenty (20) days prior to the tenth (10th) day preceding the expiration of any irrevocable period thereof. Such revocation shall be effected by written notice by Registered Mail to the Company and the Union within such twenty (20) day period.

Name

Signature

Date

Address

Witness