

**2007 - 2011
WGA/WWOR-TV
NEWSWRITERS
AGREEMENT**

WRITERS GUILD

OF AMERICA, EAST

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2007 – 2011 WGA/WWOR-TV NEWSWRITERS AGREEMENT

This AGREEMENT is made as of December 16, 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, having its principal office at 555 West 57th Street, New York, New York 10019 (hereinafter called the "Union"), acting on behalf of itself and its affiliate 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 principal office at 8955 Beverly Boulevard, Los Angeles, California 90048, and also acting on behalf of the present and future members of the Union who are or may be employed as staff newswriters (as hereinafter defined); and WWOR-TV, INC., the owner and operator of WWOR-TV, a television station in Secaucus, New Jersey (hereinafter the "Company" or "WWOR-TV");

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - SCOPE, DUTIES, & DEFINITIONS

A. This Agreement applies to and is limited in its application to all staff newswriters employed by WWOR-TV at its television station in Secaucus, New Jersey, excluding staff continuity writers, writers employed to write principally for electrical transcriptions, special events (other than writers regularly doing ordinary news writing work), or publicity, or to write principally for short wave or experimental purposes, and also excluding the department head, managers, assistant manager, and all other supervisors as defined in the Labor Management Relations Act (the "Act").

B. The term "newswriter" shall mean and include anyone who is employed on the WWOR-TV staff to write continuity for live or recorded (film or tape) news, special events, other actuality programs, or auditions produced by WWOR-TV at its Secaucus facility.

C. The term "write" shall include writing, rewriting, condensing, processing, editing, and otherwise treating news, feature, and other material and correlating news sources, including teletype, newspapers, magazines, personal interviews, etc.

D. The Company agrees that except in news emergencies department heads, news editors, managers, and assistant managers or other supervisors as defined in the Act and not covered by this Agreement will not perform the duties of newswriters, provided, however that nothing contained in this Agreement shall prohibit the News Director, the Assistant News Director, or the Assignment Manager from performing writing duties from time to time on an infrequent, non-routine basis:

1. by reason of such person's expertise regarding the specific subject matter involved, or,
2. when time constraints require, provided such person is engaged primarily to perform managerial/supervisory duties.

Executive Producers who are primarily engaged to perform managerial/supervisory duties may also perform writing duties for their own shows, provided they do not constitute a major part of the Executive Producer's function on the program. No staff newswriter assigned to a show which has an Executive Producer shall be eliminated as a direct result of the exercise of these writing duties by the Executive Producer. The term "direct result" as used herein shall mean that the writing duties of the Executive Producer have been exercised to the extent that such duties have directly resulted in a one-for-one displacement of a staff newswriter who would not have, but of or

the exercise of such duties, been otherwise displaced on the show.

In addition to the foregoing, the News Director, Assistant News Director, Assignment Manager, and Executive Producers may prepare news material for the purpose of training employees at WWOR-TV with less than six months' service in a new position, Such news material may be broadcast only when the exigencies of time so require.

The Company and the Union agree that the Investigative Producer (with respect to his/her investigative unit) and one other Special Unit Producer (with respect to his/her unit) may perform writing duties under the same criteria and same restrictions as apply to Executive Producers with respect to their own shows.

E. Newswriters, as a part of their non-exclusive duties, may place, receive, and/or record telephone and two-way radio calls and, in connection with such calls, conduct personal interviews with reporters, listeners, newsmakers, or other individuals. Additional non-exclusive duties involve the writing of material for WWOR-TV's web site, provided that the newswriter's workload will be adjusted to accommodate for the additional assignment.

F. Nothing contained in this Agreement shall be construed as in any way restricting or excluding on-air newsmen from taking in field reports, or from engaging in any of the duties enumerated in paragraph C of Article I, (1) when they do so in connection with the preparation of their own news or sports news material for broadcast, and which material may be subsequently broadcast by others, or (2) when the newsmen, as a co-anchor in multiple anchor situations, performs such duties for a co-anchor, or (3) when, as a reporter generating a story on an on-going basis, the newsmen performs such duties for that story to be broadcast by others.

G. The parties agree that annually, in person the Company and the Guild shall meet to discuss matters that may effect the WGA members covered by this Agreement. Included in such meeting shall be representatives from labor relations, news directors or their designee(s), WGA shop stewards, and WGA Executive Director or designee(s), and other WGA members covered by this agreement who wish to participate during their off work time. Proper topics for discussion would be plans for expansion or reorganization, contract violations, contract interpretation, etc.

The parties also agree that upon reasonable request from either party, the Company and the Guild shall meet to discuss matters that may effect the WGA members covered by this Agreement. Included in such meeting shall also be representatives from labor relations (either in person or via conference call), news director or their designee(s), WGA shop stewards, the WGA Executive Director or designee(s), and other WGA members covered by this agreement who wish to participate during their off work time. Proper topics for discussion would be plans for expansion or reorganization, contract violations, contract interpretation, etc. Requests for such meetings shall not be unreasonably denied.

Nothing herein shall be construed to relieve either party of their rights and/or obligations under the Contract. Upon mutual agreement of both parties, failure to so meet shall in no way be interpreted as an abrogation of either side's contractual rights and/or duties.

H. Newswriters, as a part of their non-exclusive duties, may be assigned to perform non-linear editing so long as such assignment is not within the exclusive jurisdiction of another union.

I. The Company agrees to notify the Guild, in writing, promptly after any employee covered under this agreement is either: hired, terminated, changes job classification, or adjusts their

employment status from full time to temporary and vice versa. Such notification for new employees should include the following information: full name, job classification, address, phone number, weekly salary, and date of hire.

On July 1st of each year, the Company agrees to provide the Guild with an updated employment list, which shall include each covered employee's full name, job classification, employment status (full time, temporary, or apprentice), address, phone number, weekly salary, and date of hire.

Upon reasonable request, the Company shall provide the Guild with an updated employment list, which shall include each covered employee's: full name, job classification, employment status, (full time, temporary, or apprentice), phone number weekly salary, and date of hire.

J. The Company agrees to copy the Guild on any and all written correspondence to a WGA covered employee that may be placed in the employee's personnel file.

k. The Company shall also provide bi-weekly work schedules to the Guild.

ARTICLE II - RECOGNITION AND WARRANTY

A. The Company recognizes the Union as the sole and exclusive collective bargaining agent for all newswriters employed by WWOR-TV at its television station in Secaucus, New Jersey, and agrees that it will, during the course of this Agreement, deal exclusively with the Union as the collective bargaining representative of those staff employees so long as the Union complies with the warranty contained in paragraph C of the Article II.

B. The Union warrants that it represents for collective bargaining purposes a majority of the newswriters employed by WWOR-TV at its facility in Secaucus, New Jersey, and that it will continue to represent a majority of the newswriters for those purposes for the duration of this Agreement.

C. Duly authorized representatives of the Guild, after reasonable (at least 24 hours) notice to the News Director, may investigate or inspect the operations of the Company which are covered by this Agreement at reasonable hours and in such manner so as not to disturb normal operations of the Company.

ARTICLE III - UNION SECURITY

A. The Company agrees that it will not continue any covered employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has applied for membership in the Union within thirty (30) days following the beginning of his/her employment as a newswriter or the effective date of this Agreement, whichever is later.

B. Nothing in this Article III shall be construed as requiring the Company to cease employing any covered employee if the Company has reasonable grounds for believing that:

1. Membership in the Union was not available to the employee on the same terms and conditions as are generally applicable to other members; or

2. The employee's membership in good standing in the Union was denied or terminated for reasons other than his/her failure to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

C. Upon receiving written notification from the Union that any covered newswriter has failed to become a member of the Guild or to remain a member in good standing by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required (which shall not include any fine imposed as a result of internal Guild disciplinary proceedings), the Company shall discharge the newswriter, unless such dues and/or initiation fees are tendered within five (5) business days after the mailing of the Union's notice to the Company, a copy of which shall also be sent to the employee. The Guild shall advise an appropriate Company representative (in the labor relations department) immediately prior to invoking this procedure.

ARTICLE IV - SALARIES

A. The following is the wage chart for Newswriters at WWOR-TV:

	12/16/2007 – 12/15/2008	12/16/2008 – 12/15/2009	12/16/2009 – 12/15/2010	12/16/2010 – 12/15/2011
WWOR Newswriters				
0 – 12 months	\$646.00	\$665.37	\$685.34	\$707.61
12 – 24 months	\$1,269.28	\$1,307.36	\$1,345.58	\$1,390.34
24 – 36 months	\$1,349.28	\$1,389.77	\$1,431.45	\$1,477.97
Over 36 months	\$1,484.21	\$1,528.74	\$1,574.60	\$1,625.77

*The in-hire rate will be used only for new employees with no newswriting experience, except for apprentices coming out of the apprentice program in paragraph G below.

B. Any newswriter who, as of March 31, 1993, was receiving a staff salary in excess of the then applicable minimum shall receive the same overscale percentage of base salary under this Agreement.

- C.
 1. Employment as a staff newswriter by any nationwide radio or television network or by any network-owned local station, by Station WWOR, Station WNEW, Station WNYW, or Station WINS shall be deemed employment as a newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to newswriters engaged during the term of this Agreement.
 2. Past employment for a period of three years as a reporter or rewrite person on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or as a newswriter on the staff of AP or UPI in any city of 500,000 population or more, or as a newswriter on the staff of a 50,000 watt radio station in any city of 500,000 population or more, or as a newswriter on the staff of any VHF television station in any city of 500,000 population or more, shall entitle any newswriter engaged under this Agreement to at least twelve months' credit for the purposes of applying the foregoing salary schedule. Such experience shall also be taken into consideration in determining the pay schedule of newswriters currently in the employ of the Company.

- D.
1. The assignment editor fee shall be \$3.30 per hour for each full hour so assigned.
 2. For each hour a newswriter is assigned to work as an Acting Editor, Supervisor, Copy Desk Editor, or Assignment Editor, he/she is to receive in addition to his/her regular compensation the sum of \$3.30. Notwithstanding any provision of this Agreement to the contrary, any newswriter so assigned temporarily ("Acting") or permanently shall nevertheless continue to be able to write and perform the other regular functions of newswriters.
 3. The Company shall have the right to remove Acting Editors regardless of their length of service in an Acting Editor capacity.
 4. After a newswriter has been assigned as an Acting Editor for a continuous period exceeding ninety (90) days, at his/her request, he/she may be reassigned from such Acting Editor position for no fewer than two (2) weeks; at the discretion of the Company, he/she may thereafter be reassigned to an Acting Editor position.
 5. Any newswriter who has been assigned to perform the duties of an Acting Editor on at least one hundred and thirty (130) days during the twelve (12) month period prior to his/her vacation shall receive supplemental compensation as follows: The total number of hours for which the newswriter received the Acting Editor's fee in the preceding twelve-month period shall be divided by the number of days during that period on which the fee was paid (130 days or more) and multiplied by the hourly fee \$3.00 to arrive at the average daily fee to be paid each day of vacation.
- E. For each hour or major fraction of an hour (i.e. 30 minutes or more) a newswriter works between midnight and seven (7) a.m., he/she shall receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay. Acting Editors are entitled to overnight pay of newswriters when due under this Agreement.
- F.
1. If a newswriter is asked by the Company to serve as the Producer of a program in addition to his/her duties as a newswriter on the program, he/she shall receive additional compensation in the amount of \$27.50. Nothing herein shall be deemed to require that a Producer be assigned to each program.
 2. A newswriter who is assigned as the Producer of a feature length news or public affairs program will receive a weekly fee of no less than \$35.00 in addition to any other compensation received by the newswriter under this Agreement.

G. Apprentice Program

The Company and the Union agree that there may be an apprentice program, subject to the following conditions:

1. The apprentice(s) shall not have the qualifications set forth under the industrial seniority provision of Article IV of this Agreement.
2. As long as the staff remains at a minimum of five (5) newswriters, the Company may engage zero, one or two apprentices. There shall be no more than two apprentices. In

no event shall an apprentice be hired or retained if the effect shall be to reduce the number of Guild-covered newswriters or prevent the hiring of another Guild-covered newswriter.

3. The Company shall not be obligated to retain an apprentice in its employ.
4. An apprentice shall be assigned as a trainee to a shift where he/she will be under supervision of an acting editor or writer; he/she may not be assigned as an acting editor; and he/she may not be assigned sole responsibility for a newscast. At no time shall an apprentice be used to replace an absent staff member.
5. All provisions of this Agreement apply to the employment of an apprentice, except that the requirements of the Union Security provision (Article III) shall attach after (3) months instead of thirty (30) days.

6. The Company agrees to pay apprentices not less than the following weekly salaries:

<u>Experience</u>	<u>12/16/2007</u>	<u>12/16/2008</u>	<u>12/16/2009</u>	<u>12/16/2010</u>
0-12 Months	\$526	\$542	\$558	\$575

7. If after twelve (12) months of service as an apprentice an employee is continued in the employ of the Company as a newswriter, for all purposes, including application of the probationary period, he/she shall be given credit for service in the amount of one-half the time he/she spent as an apprentice. The Apprentice Program shall last twelve (12) months. At the end of that time period, the Company must either hire the Apprentice as a full time news writer, per diem newswriter, or terminate his/her employment.

Upon request, the Company shall promptly provide the Guild information on the apprentice program. Such information shall include, but is not limited to, a complete list of hours worked and job tasks performed by any employee classified as an apprentice.

ARTICLE V - WORKWEEK, WORKDAY AND OVERTIME

A. The regular workweek of newswriters shall consist of forty (40) hours in five (5) eight-hour days, inclusive of a daily one-hour meal period; 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, subject to the payment of overtime for any hour worked in excess of forty (40) hours or on days worked in excess of five (5).

B. The regular workweek shall begin at 12:01 A.M. Monday and continue to 12 midnight the following Sunday. Each newswriter 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. Changes in the weekly shifts of a newswriter may continue to be made, in accordance with past practice, without incurring overtime or the sixty (60) hour penalty clause under Paragraph F of this Article V.

C. The workday of newswriters shall consist of eight (8) hours, inclusive of a one-hour meal period, usually the last hour; provided, however, that the Company may require the rendition of services for more than eight (8) hours, subject to the payment of overtime for any hours worked in excess of eight (8). If a one-hour meal period is not taken, it shall be compensated for at additional time-and-one-half. In "last hour lunch" situations, overtime commences with the eighth (8th) hour of work if an employee works more than seven (7) hours on such a day.

D. In lieu of overtime payments provided above, newswriters may elect payment in compensatory time off at the rate of one (1) hour for each hour of accumulated overtime. Newswriters shall notify the Company of their election of time off under this provision of the contract on the time sheet for the period in which the overtime was earned. Newswriters shall give the Company at least three (3) weeks' notice of the time elected to be taken off. Such comp time may only be taken upon mutual agreement between the newswriter and the Company.

Comp time may be taken only in increments of whole working days, and accumulated time must be taken within one year of the date a whole comp day is earned. If a mutually agreed upon time cannot be scheduled, comp time shall be converted to overtime payment in money, at the rate of time and one-half.

E. The Company agrees to schedule as consecutive hours (inclusive of one hour meal periods) the regular working hours worked by employees during any regular workday. It is understood that in a call back situation. When a news emergency requires, the short turnaround penalty shall be paid, if applicable.

F. If a newswriter is required to report for work on any day sooner than twelve (12) hours after the completion of his/her previous shift, he/she shall be paid penalty pay of half-time for all hours worked within the twelve (12) hour period. Time off for newswriters shall be scheduled so that a single day off will permit a newswriter to be continuously absent from employment for not less than thirty-six (36) hours, and two (2) consecutive days off will permit a continuous absence of not less than sixty (60) hours. If a newswriter is called in before the expiration of an applicable thirty-six (36) hour or sixty (60) hour period, he/she shall be paid penalty pay of half-time for all hours worked within the thirty-six (36) hour or sixty (60) hour period. The penalty pay specified in this paragraph shall not be offset against overtime.

If the Company has at least fourteen hours notice of the necessity to call in a newswriter to work on his/her scheduled days off, it shall make a reasonable attempt to notify him/her at least twelve hours prior to the call in time; failure to do so shall require the Company to pay him/her an additional penalty of half-time for all hours worked during such call in.

G. Overtime shall be compensated for in money at the hourly rate of one-and-one half times the regular hourly rate, calculated as one-fortieth (1/40th) of the basic weekly salary. Any hours paid at overtime due on any other basis, and in no event shall overtime be pyramided.

H. Any consecutive days worked in excess of seven (7) shall be paid at double time. No newswriter may be required to work more than ten (10) consecutive days.

I. 1. If a newswriter 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 eight (8) hours of time worked for the day, and shall be compensated therefore at the rate of time and one-half his/her hourly rate of pay, computed on the basis of a five-day week of eight (8) hours per day, inclusive of meal period.

2. A Newswriter shall be entitled to a minimum of four (4) hours of compensation at the rate of time and one-half (1.5) of the Employee's regular hourly rate of pay in the event he/she is required by the Company to report to a meeting of News Department personnel on a day and at an hour when the Employee is not otherwise scheduled to work.

3. A newswriter shall be entitled to compensation at the rate of fifteen percent (15%) of the employee's regular hourly rate of pay for each period of thirty (30) minutes during which the Employee is required by the company to participate in a telephone conference call involving News Department personnel while the Employee is off Company premises and on a day and at an hour when the Employee is not otherwise scheduled to work.

J. If at any time in the opinion of a newswriter or the Union, the newswriter is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery provided in this Agreement.

K. Seniority shall be given consideration in making shift assignments.

L. The Company shall post assignment schedules by noon on the second Friday preceding the Monday of the scheduled period. The posted assignment schedule will not hereafter be changed for the period of such schedule.

M. Temporary Employees

1. The Company shall have the right to employ temporary employees.

2. The sole reason(s) for hiring a temporary employee shall be illness, workload of a temporary nature such as vacation relief, or leave of absence or special assignment of another employee. Special assignment includes out-of-town assignments and other assignments which involve a significant departure from the employee's regular routine or which are occasioned by major news events or programming demands of a non-routine nature.

3. A temporary employee shall be entitled to all benefits of this Agreement to which he/she would be otherwise entitled were he/she not a temporary employee, except the provisions of the Articles relating to discharge, severance, severance pay, sick leave, leaves of absence, vacations, and holidays, except that any temporary employee who works on any or all of the holidays listed below shall be paid as follows:

The following days shall be holidays and paid at time and one half for the first eight hours of work and double time for work after eight hours:

- Martin Luther King, Jr.'s Birthday
- President's Day
- Labor Day
- Columbus Day
- Veteran's Day
- Day after Thanksgiving

The following days shall be holidays and paid at double time for the first eight hours of work and double time and one half for work after eight hours:

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Christmas Day

Temporary employees shall be paid at the top of the escalator scale plus 10%.

4. In the Company's notice of employment to the Union, the Company shall specify: (a) the name and address of the temporary employee, (b) the period for which the temporary employee was employed during the preceding week, and (c) if applicable, the name of the staff employee temporarily unavailable to perform his/her regular assignments and the reason for his/her absence.
5. Should any temporary employee be retained as a regular staff employee, in the computation of seniority and service credit he/she shall be credited with separate periods of service which, although not continuous, are separated by intervals of less than one (1) year.
6. Notwithstanding the limitations in paragraph M of this Article, the Employer shall be permitted to employ temporary employees without limitation for purposes of replacement of a staff employee who is on special assignment to field produce and to compensate such employees commensurate with their previous experience. For purposes of this paragraph only, the definition of prior experience shall be expanded to include all periods of employment as a newswriter by a television or radio station operating in one of the top eight markets (as such were rated at the time of their employment by said station.) No salary override shall be applicable to such employment, but such employees shall be in all other aspects treated in a manner identical to that prescribed in this Agreement for temporary employees.

7. Any temporary employee who leaves during their shift due to illness shall only be paid for hours actually worked up to four hours. If the temporary employee works more than four hours they will be entitled to pay for the entire shift.

N. Out-of-Area Assignment. Recognizing that it is solely within the Company's discretion whether or not a newswriter will be used for an out-of-area assignment, if such an assignment is made the terms and conditions of this Agreement shall apply to the assignment. All fees, penalties, etc., shall be applicable to such assignment unless alternative arrangements between the Company and the employee involved are mutually agreed upon.

ARTICLE VI - DINNER ALLOWANCE

Each newswriter required to work 10 hours or more in any workday shall receive a reasonable dinner allowance, in addition to any other monies payable under this Agreement. The minimum dinner allowance shall be \$9.00.

ARTICLE VII - TRAVEL EXPENSES

If a newswriter is required by the Company to perform services at any location sufficiently distant from the Company's newsroom where he/she is regularly assigned so that overnight accommodations are reasonably necessary, the Company shall furnish and pay for the newswriter's reasonable board and lodging while he/she is required to remain at such location, and shall furnish coach transportation for the newswriter.

The Company shall also pay all necessary expenses for trips between the newsroom and outside assignments.

Any newswriter required by the Company to use his/her automobile on Company business shall be compensated therefore at the rate of twenty-eight cents (\$0.28) per mile, and shall be paid no less than five dollars (\$5.00) per day, plus parking expenses and tolls. If a newswriter is required to use a Company car, the Company shall provide adequate insurance and indemnity.

ARTICLE VIII - TIME & METHOD OF PAYMENT

A. All staff salaries shall be paid bi-weekly. Payments for overtime, penalty pay, commercial experience fee, commercial fees, and traveling expenses shall be paid not later than the second week after the week in which the work was performed or the expenses incurred. Any other payments required under this Agreement are to be made promptly.

B. Payments of overtime, penalties, and fees shall be itemized on the employee's pay stub.

ARTICLE IX - VACATIONS & HOLIDAYS

A. Vacations:

1. Employees shall be entitled to the following benefits:
 - a. Any newswriter employed during the contract year shall receive twenty one (21) days of vacation, prorated according to their respective hire date.
 - b. Any newswriter who has less than five years immediately prior to April 1 in any year shall receive twenty one (21) days of vacation.
 - c. Newswriters employed for a continuous period of five years or more but less than 10 years immediately prior to April 1 in any year shall receive twenty six (26) days of vacation.
 - d. Newswriters who complete ten years or more but less than twenty years immediately prior to April 1 in any year shall receive thirty one (31) days of vacation.
 - e. Newswriters who complete twenty or more years of service in any calendar year shall, beginning in that calendar year, receive thirty six (36) days of vacation.
2. Employees shall be entitled to take their accrued vacation time in weekly increments all during the calendar year (eleven days may also be taken in single day increments). When an employee is entitled to two (2) or more weeks' vacation, he/she shall be entitled to split the vacation into minimum units of one (1) week each, provided there are no more than three (3) splits per employee.
3. Vacation days may not be carried not over beyond the vacation year except where the Company fails to grant an employee his/her vacation time or where the Company reschedules or postpones an employee's vacation or recalls an employee while on vacation.
4. 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, provided the Company is notified in advance of such expenses and such expenses are thereafter documented. An employee who is recalled from vacation shall receive the unused portion of his/her vacation on completion of the Company assignment, or as soon thereafter as is practicable.
5. The Company agrees to arrange and post vacation schedules not later than thirty (30) days prior to the commencement of the vacation year, which begins April 1 and runs until March 31 of the following year. Sixty (60) days prior to the start of the vacation year, the Company shall meet with the Union Shop Steward or other Union representative to discuss the scheduling of vacations for employees covered by this Agreement. It is understood and agreed that with respect tot he scheduling of vacations and the need for vacation replacements the Company's decision shall be

final, except that if, at the time the weekly work schedules are ready for posting or thereafter, the Union or an employee is of the opinion that the employee will be required to work an excessive amount of overtime as result of the vacation work schedules, the matter may be taken up under the grievance and arbitration machinery of this Agreement.

6. Upon severance for any cause, a newswriter 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.

B. Election Day and Holidays:

1. On the annual election day applicable to a newswriter's voting residence, he/she shall be entitled to a reasonable length of time off to vote if his/her shift assignment on that day would otherwise make it impractical to vote.
2. A newswriter receives an additional eleven (11) days of vacation in lieu of holidays. These "in lieu of" days are included within the vacation allotment contained in Article IX. If a newswriter is required to work on New Year's, Memorial Day, Independence Day, Thanksgiving Day or Christmas Day, he/she shall be paid at the rate of twice his/her straight-time rate of pay for the first eight hours, and two-and-one half times his/her straight-time rate for work after eight hours.

ARTICLE X - SICK LEAVES AND LEAVES OF ABSENCE

A. The company will grant sick leaves to newswriters in accordance with Company policy which has been applicable to newswriters as of the effective date of this Agreement, which the Parties recognize is different from the Company policy applicable to individuals not covered by this Agreement. Effective April 1, 2002, the Company, subject to the following, shall have the right to begin granting sick leaves to newswriters in accordance with the Company policy in effect at the time the newswriter actually utilizes a sick day to which the newswriter is entitled pursuant to such Company policy (the "Company's prevailing sick leave policy"). However, on and after April 1, 2002, a newswriter also shall be entitled (in addition to any sick leave benefits to which the newswriter would be entitled pursuant to the Company's prevailing sick leave policy) to the accrued and unused sick days, if any, which the newswriter may have to the newswriter's credit in the newswriter's sick leave bank on March 31, 2002, until each such accrued and unused sick day, if any, have been taken by the newswriter.

B. The Company may, in its discretion, grant leaves of absence without pay to newswriters requesting such leaves. If, in the opinion of a newswriter and the Union, a requested leave has not been granted where justifiable reason exists, the matter may be taken up under the grievance procedure but shall not be subject to arbitration.

Upon resumption of employment after a leave of absence, a newswriter'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.

C. Newswriters shall be entitled to jury duty leave at the Newswriter's regular straight-time daily rate of pay for each day of actual jury duty service, less amounts received for jury duty service. The newswriter shall notify the Company of jury duty service as soon as the Newswriter receives notification of such service.

D. 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 paid leave per month providing such leave does not interfere with the Company's operation.

ARTICLE XI - MATERNITY LEAVE

In the case of a female newswriter who takes a leave of absence for maternity reasons, and, before so leaving, requests a leave of absence without pay, the Company agrees to grant such leave of absence for a period of not less than six (6) months. At the expiration of such leave of absence, such newswriter shall be credited with all prior service for all purposes. She shall be entitled to severance pay if her job is not available unless she is offered a comparable job, or unless, with the Union's prior consent, which shall not be unreasonably withheld, she elects to accept employment with the Company in some other capacity. In the event the Company policy for non-represented employees should be changed to provide for "paternity leave," such change in policy shall be made available to newswriters.

Notwithstanding the foregoing, the Company will comply with all of the provisions and requirements set forth in the N.J. Family Leave Act. S2035., which provides employees with newly-born or adopted children or seriously ill family members temporary leave from their employment, and guarantees job security and certain benefits. To the extent that the first paragraph in this Article may be inconsistent with the statute, the provisions of the statute shall prevail.

ARTICLE XII - MILITARY LEAVE

A. Any newswriter who is drafted for service in the Armed Forces of the United States or in any recognized auxiliary arm of such forces, or who in time of war voluntarily leaves the employ of the Company for service in the Armed Forces of the United States or any recognized auxiliary arm of such forces, shall be granted a special leave of absence without pay for the duration of such service.

If a newswriter is required by law to leave the Company and accept civilian service with the government, he/she shall be entitled to all the benefits of this Article.

B. Any such newswriter who applies in writing to the Company within a period of ninety (90) days following (a) his/her honorable discharge from the Armed Forces of the United States or any recognized auxiliary arm of such forces or (b) the end of the compulsory period of any other service for which he/she was drafted shall be reinstated to the position occupied by him/her at the date his/her leave of absence became effective, or shall be given employment in another position of like seniority, status, and pay. As used in this Article, the work "pay" shall mean the newswriter's regular weekly salary at the time his/her special leave of absence commenced, plus the amount of any increase in regular weekly salary put into effect during his/her absence to which he/she would have been entitled if he/she had not been on special leave of absence.

C. If the newswriter's former position has been discontinued, or if the newswriter is no longer capable of filling his/her former position, and no satisfactory position of like seniority, status or pay

is available, the Company will pay to the newswriter a sum equal to the amount obtained by multiplying the regular weekly salary to which he/she would have been entitled upon reinstatement by the number of weeks for which he/she would be entitled to severance pay under this Agreement if his/her employment were considered as having been terminated at the expiration of his/her special leave of absence.

D. Members of the Reserve Forces of the Armed Forces of the United States shall be granted military leave for annual unit training in accordance with prevailing Company policy.

ARTICLE XIII - SEVERANCE

A. For all layoffs (severance of employment without the intent to replace the newswriter dismissed) and all discharges (other than discharges for cause as hereinafter defined) the Company agrees to notify the Union before officially notifying the writer concerned of the proposed termination. At the Union's request the Company agrees to meet immediately with the Union to discuss the question, and, if no agreement can be reached at such meeting, the Union shall have the right to meet with the immediate supervisor of the writer concerned, his/her Acting Department head, and/or such Company executives as the Company has designated, for the purpose of discussing the situation; provided that such meetings are held not later than fourteen (14) calendar days from the date the Union has been notified of the proposed termination, unless the Company has been unable to meet with the Union as requested within such fourteen (14) calendar days. The writer may not be severed from the payroll sooner than fourteen (14) calendar days from the date the Union was first notified, unless the Union consents to such earlier severance, but may be severed at any time on or after the end of such fourteen (14) calendar days unless the Company has agreed otherwise, or unless the Company has occasioned the delay in meeting beyond such fourteen (14) calendar days. It is understood that final decision is to remain with the Company and such decision shall not be subject to arbitration. The Union shall not notify the employee or discuss the matter with the employee prior to notification to the employee by the Company.

B. In the case of any layoff or discretionary discharge (as distinguished from a discharge for cause as hereinafter defined) of a writer who has been employed as a newswriter by the Company for fifteen months or more, his/her seniority shall be recognized as a factor in his/her selection for layoff or discharge, but ability (that is, skill, knowledge and training to fill the job or vacancy or assignment schedule available) is also to be taken into consideration. Either the Union or the Company may submit to arbitration as elsewhere provided herein. The decision of the Company to layoff or discharge a newswriter may be submitted to arbitration by the Company only prior to his/her actual layoff or discharge, or may be submitted after said layoff or discharge at the election of the Company or the union and under the procedures elsewhere herein provided. The layoff or discharge, however, in the case of an arbitration subsequent to such layoff or discharge, shall take effect as of the date originally selected by the Company or within fourteen (14) calendar days after the Company's first notification to the Union of such layoff or discharge, whichever date is later. The Company need not retain any such newswriter in its employ during the period of arbitration, but in the event the newswriter has not been retained and the arbitration award is in his/her favor, he/she shall be entitled to receive compensation at this/her regular weekly salary for each week of such period of non-employment, less the net income (before withholding of Federal and State taxes) earned by the writer during such period elsewhere. Such period shall on his/her reinstatement be credited for all seniority purposes under this contract. Acceptance of severance pay shall not constitute a waiver by such newswriter of any of his/her rights under this Agreement.

In the event of a layoff, if the newswriter laid off had been, prior to his/her layoff, in the employ of the Company as a newswriter for a period of one year and if at any time within one year of the date of said layoff a vacancy occurs in said department, the newswriter so laid off shall be re-employed or if more than one newswriter is laid off, such newswriters shall be employed in order of their seniority as newswriters prior to their layoff. This provision shall not apply if such newswriter is unavailable. Such newswriter shall be deemed unavailable if within fourteen (14) calendar 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. In the event that a newswriter 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.

In the event of discharge for Just Cause the Company shall have the right to discharge the newswriter immediately. If the Union notifies the Company within ten (10) calendar days after such discharge that in its opinion such discharge is not justified as a discharge for just cause under this paragraph the question of any existence of such cause may be submitted to arbitration under the provisions of Article XIX of this Agreement. In any such arbitration the arbitrator shall determine only whether cause (as hereinabove defined) existed for such discharge. If the final decision of the arbitrator is that the discharge was not justified, the arbitrator may order the reinstatement of the employee involved to the position held by him/her with said seniority standing and other rights unimpaired and with an award for the net wages lost by employee either in whole or in part, as may be decided by the arbitrator. Temporary employees, and vacation relief employees, will be laid off before any regular staff employee.

ARTICLE XIV - SEVERANCE PAY

A. A newswriter who is laid off or who is discharged for any reason other than "just cause" as defined in this Agreement shall be entitled to receive, at the time of his/her termination, the greater of (1) two weeks' severance pay or (2) one week's severance pay for each year of continuous service, calculated at his/her current salary rate, provided he/she has been with the Company as a newswriter for at least one year.

B. Offsets Against Severance Pay: Any Employee who is rehired after having received a severance allowance from WWOR-TV 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.

C. It is understood that there is no severance allowance due a newswriter who resigns or retires from the Company upon reaching mandatory retirement; nor is there any severance allowance due a newswriter upon discharge for "just cause" as defined in this Agreement.

ARTICLE XV - 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.

B. 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 under the grievance and arbitration procedure.

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

ARTICLE XVI - CREDITS

The Company shall give video credit to newswriters any time full credits are listed at the end of a news broadcast.

ARTICLE XVII - USE OF MATERIALS

A. Definition of terms: The term "materials" includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term "materials produced for the Company" means all materials written, conceived, or furnished by a newswriter as part of his/her routine work or pursuant to any specific assignment by the Company. The term "materials produced on a newswriter's own time" means all other materials written or conceived by a newswriter.

B. Materials produced on a newswriter's own time shall belong exclusively to the newswriter, who shall retain full title therein, legal and equitable, and who shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that, during the term of his/her employment, before a newswriter shall use or permit the use of such materials for or in connection with any broadcast purpose, or use or permit the use of any such materials having as their primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such an offer, the Company shall have ten days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the ten day period is not extended by mutual consent of the Company and the newswriter, the offer shall be deemed to have been rejected and the newswriter shall be free to offer it to a third party.

Before making any offer to a third party on terms and conditions more favorable to the third party than those offered to the Company, the newswriter shall give the Company written notification of the terms of the offer and the Company shall have 48 hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the newswriter shall be free to conclude negotiations with any third party. If within six months after the Company's rejection of such offer, the newswriter shall not have consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for use of such material, then before the newswriter can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing, the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a newswriter to evidence his/her rights to the said material.

C. All materials produced for the Company, or which the newswriter represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time. In the event that programs written by the employees covered under this Agreement are syndicated in domestic or foreign markets by means of satellite or other forms of transmission, the Company agrees to negotiate with the Union with respect to fees for such syndicated programs.

However, the Company shall not have the right to reuse such material (other than so-called "hard news" material) for broadcast purposes at any time when the writer is not a staff writer-employee of the Company, except upon payment to said writer of reuse fees, said reuse fees shall not be higher than one hundred per cent of the applicable freelance rate than in force under the current contracts between the Union and other employers. If the reuse takes place during his/her employment as a staff writer the writer shall not receive any reuse fees.

In the event that the material produced for the Company, as provided above (other than so-called "hard news" material), is sold or licensed for use in media other than television broadcasting, the writer or writers thereof shall be entitled to receive additional compensation in amounts to be negotiated individually between the writer or writers involved and the company. Any writer or writers so entitled to compensation may designate any individual regardless of his/her other affiliations, to act as his/her representative in such bargaining.

ARTICLE XVIII - MODIFICATION OF EXISTING AGREEMENTS

A. Existing Contracts Modified: The Company agrees that it will and does hereby modify all existing contracts and arrangements with newswriters 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 newswriter which are more favorable to the newswriter than the terms of this Agreement.

B. Individual Contracts: the Company agrees that it will not enter into a contract with or employ any newswriter on terms and conditions less favorable to him/her 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 a newswriter from negotiating or obtaining better terms than the minimums herein provided.

C. No Transfer of Responsibility: The Company agrees that it will not, for the purpose of defeating or evading this Agreement, transfer responsibility to any third party for any part thereof, nor change its operations or transfer its operations in whole or in part to other places. If the Company sells or assigns its operations, the contract of sale or assignment shall provide for the assumption of this Agreement by the purchaser or assignee.

ARTICLE XIX - GRIEVANCE & ARBITRATION PROCEDURE

A. In the event of any dispute, controversy, or claim between the Union and the Company or between a newswriter 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.

B. For the purpose of resolving any grievance under this Agreement, there shall be a grievance committee, consisting of two representatives designated by the Union who shall have the right to meet with Company representatives when grievances arise.

C. 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. No grievance may be submitted to arbitration unless it has been filed with the AAA by either the Company or the Guild within one hundred and twenty (120) days

after knowledge of the incident giving rise to the grievance was first learned by the aggrieved party, unless extended by mutual agreement. Any grievance not submitted to arbitration within the one hundred and twenty (120) days time frame shall be deemed withdrawn.

- D.
1. A demand for Arbitration shall be made in writing.
 2. Within fifteen (15) days of the demand, the Union and the Company shall jointly select the Arbitrator. If the parties fail to agree upon the selection of the Arbitrator, he/she may be appointed by the American Arbitration Association. There shall be one Arbitrator.
 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 and/or written briefs. The Arbitrator's decision shall be in writing and shall be final.

E. Matters of opinion, in cases as to which the parties have provided in this Agreement for the exercise of opinion, shall not be subject to arbitration unless a controversy or dispute is involved concerning the interpretation or application of the contract in such cases.

ARTICLE XX - 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 newswriters 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 newswriters 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. In the event of any strike by any other union or by the Union concerning members or matters not covered by this Agreement, the newswriters covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company will not discipline any newswriter because of his/her refusal as an individual to cross any duly authorized Writers Guild of America picket line against the Company.

ARTICLE XXI - NO DISCRIMINATION

The Company and the Union have not discriminated against applicants for employment or employees because of sex, race, creed, color national origin, age, religion, sexual preference, marital

status, union activity, or physical handicap (unless the nature and extent of the handicap precludes performance of the particular employment), and will not so discriminate.

The Company represents that it has not and agrees that it will not enter into agreements for the establishment for the industry of political criteria as a basis for employment of any person by it shall not be deemed to be an agreement for the establishment for the industry of any such criteria.

The Company and the Union agree that they will cooperate with and participate in any reasonable and proper efforts on an industry basis to work out methods of preventing injury to the reputation and earning capacity of individuals which would result from charges that an individual is engaging in subversive activities and/or holds certain political beliefs and/or has certain political affiliations where such charges are based in surmise or rumor.

Any dispute under the provisions of this Article XXI may be taken up under the provisions of paragraphs A and B of Article XIX, but shall not be subject to arbitration.

ARTICLE XXII - 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, including vacation relief employees and temporary employees, 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 overscale agreements entered into between the Company and an Employee, if such overscale agreement covers bargaining unit work done by the Employees. Such notification shall include the placement of the Employee on the salary escalator.

ARTICLE XXIII - INSURANCE AND BENEFITS

A. Staff Newswriters under this Agreement are eligible to participate in the Company's Group Medical Insurance Plan.

B. Travel Accident Insurance: For the duration of this Agreement, the Company will continue to provide the newswriters with travel accident insurance coverage. Employees traveling on Company business shall be covered in the amount of \$100,000 regardless of base salary and \$200,000 if the employee's base salary is in excess of \$25,000 per year. In the event of death or dismemberment, weekly payments of \$100 per week will be paid to employees for a maximum of fifty-two (52) weeks in the event of total disability.

C. The Company agrees that Newswriters shall continue to receive the benefits provided for as of the effective date of this Agreement, provided that in the event the Company modifies the Company's Group Medical Insurance Plan during the term of this Agreement, including any modification of employee contribution rates, and such modification is applicable to all individuals covered by the respective plan which has been modified, such modification shall apply also to the Newswriters. The Parties agree that the Company's right to modify the referenced plans shall include the right to terminate such plans, provided the termination applies to all employees covered by the plan being terminated.

ARTICLE XXIV - PENSION PLAN

A. The Company shall contribute to the Producer-WGA Pension Plan (herein called the Pension Fund), as amended, a sum equal to six percent (6%) of the gross earnings paid each newswriter covered by this Agreement for work covered by this Agreement.

B. The Pension Fund shall remain qualified under the provisions of the Internal Revenue Code, Subtitle A, Chapter 1, Subchapter D of 1954, as amended, so that the contributions made by the Company to the Pension Fund are deductible expenses. The Pension Fund shall remain qualified under the provisions of the Internal Revenue Code, Subtitle A, Chapter 1, Subchapter F of 1954, as amended, so that the Pension Fund is exempt from income taxation under Subtitle A.

C. The contributions required hereunder shall be made by the Company within thirty (30) days after the end of each calendar quarter.

D. The Company and the Union will furnish to the Trustees at their request any information which is necessary for the proper and efficient administration of the Pension Fund.

ARTICLE XXV - DISCIPLINE

If a Company official or manager puts any written complaint or reprimand into a newswriter's personnel record, the newswriter will be given a copy of the complaint or reprimand. If he/she so chooses, an employee who receives a written complaint or reprimand shall have the right to respond. Any such response shall be included in the employee's personnel file. Additionally, the Company shall copy the Guild on any and all disciplinary notices issued to newswriters covered under this agreement.

If, after a period of three (3) years, no similar work-related complaint is recorded, the original complaint may not be introduced into an arbitration by the Company against the employee and the original complaint (and any employee response thereto) shall not be retained in the newswriter's personnel record.

ARTICLE XXVI - CHECK-OFF

A. The Company agrees that it will deduct initiation fees, membership dues, and assessments uniformly required as designated by the Guild upon receipt from each employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below, provided that all other circumstances comply with all applicable provisions of the federal law:

I, the undersigned, hereby authorize and direct WWOR-TV, Inc., to check-off from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve week period) as promulgated by the Union according to the procedure set forth in the Constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 555 West 57th Street, Suite 1230, New York, New York 10019.

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

given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period.

WITNESS: _____

SGNATURE: _____

DATE: _____

B. The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments. The Company shall be obligated to the individual employee if, by reason of Company error or failure, monies checked of are in error.

ARTICLE XXVII - 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.

ARTICLE XXVIII - UPGRADES

Employees not covered under this Agreement may be upgraded as temporary employees on a per diem basis to the performance of functions covered by the Agreement and shall be compensated for any such upgrade in accordance with the appropriate pro-rated weekly salary set forth in paragraph (A) of Article IV of this Agreement.

Any non-bargaining unit employee who is upgraded for a period of six months in a calendar year must become a member of the Writers Guild, subject to all terms and conditions of the collective bargaining agreement.

The six-month period for purposes of this Article shall be satisfied if an employee is upgraded for a minimum period of one thousand and forty (1040) hour during the calendar year.

Upon request, the Company shall promptly provide the Guild information on employees who have been upgraded. Such information shall include, but is not limited to, a complete list of hours worked and job tasks performed by any employee while working in an upgraded capacity.

ARTICLE XXIX - DURATION OF THE AGREEMENT

This Agreement shall be effective as of December 16, 2007, and shall continue to and include December 15, 2011. The parties agree that at least sixty (60) days prior to December 15, 2011, they shall in good faith negotiate with respect to a new Agreement to take effect upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereto affixed their respective signatures the day and year first above written.

WRITERS GUILD OF AMERICA, EAST, INC.
(on behalf of itself and its affiliate Writers
Guild of America, West, Inc.)

WWOR-TV

By: _____

By: _____

**Sideletter #1
Update Writer**

For each hour a newswriter is assigned to work on "Updates," he/she is to receive in addition to his/her regular compensation the sum of \$2.00 per hour for each actual hour worked on those updates.

WRITERS GUILD OF AMERICA, EAST, INC.
(on behalf of itself and its affiliate Writers
Guild of America, West, Inc.)

WWOR-TV

By: _____

By: _____

**Sideletter #2
Special Projects**

When an employee works on any special projects which involve employees of both WWOR-TV and WNYW-TV ("cross-utilized Special Project"), any such work would be performed under the CBA in which the individual is assigned under.

A cross-utilized special project is defined as a project with a clear beginning and ending point that is produced in addition to the regularly scheduled news broadcasts that air on WWOR-TV and WNYW-TV.

Any Employee shall have the right to decline working on a cross-utilized special project. Any open shifts created at WWOR-TV due to such reassignments for special project work must be filled by WWOR employees, full time or temporary.

Upon request, the Employer shall provide transportation or travel compensation to WWOR-TV employees working on Special Projects on days when they are assigned to work at WNYW-TV.

The Employer must notify the Guild when a Special Project is about to commence, and must provide information on that Special Project upon request. If the Guild determines that any of the above criteria is not being met, the Guild shall have the right to take up the matter through the grievance process listed under Article XIX of this agreement.

WRITERS GUILD OF AMERICA, EAST, INC.
(on behalf of itself and its affiliate Writers
Guild of America, West, Inc.)

WWOR-TV

By: _____

By: _____