



# **POLICY MANUAL & EMPLOYEE HANDBOOK**

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## Part 1:

# POLICY MANUAL

### Rule #1: Use your best judgment.

### Rule #2: See Rule 1.

That's it. That is the one hard and fast rule. Unless a serious mistake was made when you were hired, you have pretty good judgment.

- You know what it takes to succeed.
- You know that honesty, reliability, commitment, teamwork, and personal responsibility are essential to superior performance.

Because this is a new company, it's fair to give you some help understanding the culture we are creating together, and how your judgment will be judged.

We'll give you a few guidelines and examples to help you understand our company focus, and to help you understand some of the rules and policies created by the FCC, IRS and other government agencies, branches and bureaus. However well or poorly formulated some of their rules might be, ***it's bad judgment to break rules that will get us in trouble.***

Clearly, we need rules to live in a civilized society. But rules can be tricky. Sometimes rules serve an obvious purpose and seem to apply in any situation. Situations not contemplated when rules were made occur.

An example is a recent convention in Washington, D. C. A large group wanted an exception to a rule requiring a team of paramedics to be on duty. Such a rule seems like a pretty good idea, but this was a convention of the world's leading medical doctors. In this case, a team of paramedics was just a needless expense, but it was required not because it made sense but because it was "The Rule." The doctors did not get an exemption.

"Because it's always been done that way" and "because it's a rule" and "because I said so" aren't reasons for doing anything unless you've thought about it and it makes sense. See Rule #1.

## Part 2:

### LOCAL TV CORE VALUES

1. **KEEP YOUR WORD.** If we commit to a viewer or a vendor, a customer or competitor, we keep our word. Especially to each other. So use your best judgment when giving your word, because the expectation is that you will keep it.
2. **COLLABORATE.** We help each other out. We do what needs to be done, even if "it's not our job." We cooperate with competitors to improve our industry. We work together to grow revenue in the market and the industry. We have the backs of our teammates and we find solutions instead of placing blame.
3. **NO SURPRISES.** If something isn't going according to plan, communicate it before it's "discovered." Show this respect to your supervisors and expect it from your subordinates. Problems are often less problematic when more people are working on the solution. Secrets make you lonely, and keeping them shows very poor judgment.
4. **COMPETE.** Play to win. Shares add to 100%. We can't grow our share of revenue or audience unless someone else's goes down.
5. **PLAY FAIR.** But remember that there is nothing unfair about taking advantage of a competitor's weakness. It's not unfair to scoop a competitor on a big story or closet them on a key account. Not playing to win is unfair to your teammates and to all of the company's stakeholders.
6. **TAKE INTELLIGENT RISK.** We are in a period of accelerating change. The riskiest thing you can do is nothing. Doing something just because that is the way it has always been done is only acceptable if you can stop time.
7. **REWARD SUCCESSFUL PERFORMANCE.** Successful performance should result in bonuses and promotions. Working hard is not the same as being successful. Life isn't always fair. Luck and timing have a great deal to do with success, but over time, rewarding successful performance is the right thing.
8. **SERVE OUR LOCAL COMMUNITIES.** We take our obligation to serve the public interest, need, and convenience seriously. While much of our programming is light entertainment, we are committed to serving our communities. When bad weather keeps most inside and away from their jobs, we have a particular obligation to go to work. Emergencies and disasters are times for "all hands on deck." If this commitment is not in your DNA, Local TV may be the wrong place for you. This commitment goes far beyond slogans and marketing. It means that we will do what we can to bond with the viewers who watch us for entertainment, and do all we can to make sure they can count on us when being accurately informed is most important. We cannot control the output of the networks and syndicators. We are in complete control of how we serve our audience. Nothing short of superlative will do.

## **Part 3:**

# **EMPLOYEE HANDBOOK**

### **1. AT WILL EMPLOYMENT**

- 1.1. Employment with Local TV is at-will unless this relationship has been modified by the specific terms of a contract that's been signed by you and an authorized representative of the company.
- 1.2. At-will employment means that either Local TV and/or you can terminate employment at any time for any legal reason, with or without cause.
- 1.3. If you work under a collective bargaining agreement, the benefits and working conditions as defined under your agreement will apply to the extent they conflict with this handbook.

### **2. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

- 2.1. Local TV is an equal opportunity employer.
- 2.2. Local TV wants the best people to work for the company.
- 2.3. Local TV encourages creativity, productivity, intelligence, and a great attitude.
- 2.4. The company intends to actively discriminate based on job performance, ability and attitude.
- 2.5. Discrimination based on sex, age, race, religion, national origin, sexual orientation or disability, or any other characteristic protected by federal or state law is strictly prohibited.

### **3. DISABILITY STATEMENT**

- 3.1. Local TV will make reasonable accommodations if you have a disability and are otherwise qualified to perform your job.
- 3.2. If you need an accommodation, tell your supervisor.

### **4. HARASSMENT POLICY (SEXUAL & OTHERWISE)**

- 4.1. Accepting a job at Local TV means accepting a creative, quirky, intelligent, odd, humorous, diverse, opinionated and sometimes annoying atmosphere.
- 4.2. Accepting a job at Local TV means that sometimes you might hear a word that you, personally, might not use. You might experience an attitude that you don't share. You might hear a joke that you might not consider funny. That is because a loose, fun, non linear atmosphere is important to the creative process.
- 4.3. This should be understood, should not be a surprise and is not considered harassment.
- 4.4. Harassment means experiencing pressure to do or say what you don't want to do or say in a way that doesn't relate to your job.
- 4.5. Harassment means being made to feel personally uncomfortable by another's attention, attitude, actions or having your personal space unacceptably violated by another.
- 4.6. Harassment means being told that a raise, promotion, or other benefit is dependent on you doing or saying what you find personally objectionable or offensive and what is beyond the scope of your job, or the job you want. This specifically includes being told that agreeing to sexual advances or requests for sexual favors is a condition of your job.
- 4.7. Making the building too hot, banging on trash can lids or loud bagpipe music are other forms of possible harassment. It's really bad judgment to intimidate, annoy, inappropriately touch or otherwise make members of our team uncomfortable, no matter how you do it. Rude

comments of a sexual nature, displaying sexually explicit materials, inappropriate touching and other similar offensive conduct, violates Rule 1 and is prohibited.

- 4.8. Some people don't know the line between lighthearted fun and annoying behavior. If you experience what you believe to be harassment of any kind SPEAK UP!
  - 4.8.1. You should ordinarily begin by asking the offending party to stop the harassing behavior.
  - 4.8.2. If that doesn't work, take the issue to your supervisor.
  - 4.8.3. If the situation is still not resolved in an appropriate manner, go to your Department Head or General Manager.
  - 4.8.4. Should the problem continue, or if you are uncomfortable with speaking with someone at your station, call Barb Buchwald, VP/Human Resources at 859.448.2706 or write to her at bbuchwald@localtvllc.com. Local TV will promptly investigate the complaint and take appropriate action to make sure that the harassment stops. Every effort will be made to keep the investigation as confidential as possible.
  - 4.8.5. Under Rule #1, you may want to think twice before you enter into an intimate relationship with a co-worker. When you start, it might seem like a good idea. It's when you stop, or the wrong people find out (and they will) that you could discover that perhaps it wasn't.
  - 4.8.6. Have fun and treat each other with respect. This falls under Rule #1.

## **5. DRUG POLICY**

- 5.1. If you use or abuse alcohol or drugs and fail to perform the duties required by your job acceptably, you are likely to be terminated.
- 5.2. If you do not use or abuse alcohol or drugs and fail to perform the duties required by your job acceptably, you are likely to be terminated.

## **6. CONFLICTS OF INTEREST**

- 6.1. You should know that you have a duty to be loyal to your team.
  - 6.1.1. This means not taking intentional actions that might hurt your team and not helping someone who is competing with your team.
  - 6.1.2. It's fine to collaborate with competitors to improve our industry or to serve our communities.
  - 6.1.3. It is not fine to help our competitors increase their ratings or their revenue in any way that might hurt ours.
- 6.2. Payola/Plugola:
  - 6.2.1. An obvious conflict of interest is taking anything of value that does not come through the station to promote a commercial venture or product.
  - 6.2.2. The FCC rules prohibit accepting consideration for material aired on television without disclosing the sponsor.
  - 6.2.3. Violating those rules is bad judgment.

## **7. EMPLOYEE CLASSIFICATIONS**

- 7.1. Regular Full-Time:
  - 7.1.1. Non-seasonal or temporary employees who consistently work a minimum of 30 hours per week throughout the year.

- 7.1.2. Eligible for Local TV benefits, if the terms and conditions of the benefits have been met for each program.
- 7.2. Regular Part-Time:
  - 7.2.1. Non-seasonal or temporary employees who consistently work fewer than 30 hours per week throughout the year.
  - 7.2.2. Not eligible for most Local TV benefits, unless required by local law.
  - 7.2.3. Not eligible for paid leave of any kind (sick, vacation, holidays, or other benefits available to regular full-time employees).
  - 7.2.4. May be qualified to participate in the Local TV 401k Plan.
- 7.3. Exempt and Non-Exempt Employees:
  - 7.3.1. Local TV employee classifications, in terms of exempt and non-exempt employees, follow all federal and state employment law.

## **8. OVERTIME**

- 8.1. Paid only to non-exempt employees at 1.5 times the normal hourly rate for every hour beyond 40 hours worked during a work week.
- 8.2. Holidays, vacation and sick days do NOT count in calculation of overtime hours.
- 8.3. Work only counts as overtime when specific and advance approval has been given by your supervisor.

## **9. FAMILY & MEDICAL LEAVE (FMLA)**

- 9.1. To be eligible, you must have worked here for at least a year, and worked a minimum of 1,250 hours during the 12 month period immediately preceding the leave.
- 9.2. Eligible employees may be granted up to 12 weeks of unpaid leave to care for family members, for themselves or for certain military exigencies for a spouse, son, daughter or parent in active duty or called to active duty status in the National Guard or Reserves during the course of a year. Eligible employees may be granted up to 26 weeks of unpaid leave to care for a parent, spouse, son, daughter or next of kin who is a covered service member (a current member of the Armed Forces, including a member of the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty who is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list.
- 9.3. The year is defined as the 12 months following the first day of this leave, as opposed to any fiscal or calendar year.
- 9.4. If you are not eligible for FMLA, you may be eligible for Medical Leave. See that section.
- 9.5. Please give as much notice as possible of your intention to take FMLA.
- 9.6. In case of an emergency, a change of circumstances, or a situation that was unforeseeable, please try to give at least 2 business days' notice if you're planning to take FMLA.
- 9.7. FMLA may be used for:
  - 9.7.1. The birth of your child.
    - 9.7.1.1. The right for this leave ends 12 months after the birth of your child.
  - 9.7.2. The placement of a child with your family for adoption or foster care.
    - 9.7.2.1. The right for this leave ends 12 months after the placement of your child in your home.

- 9.7.3. If you have a serious health condition or for the care of your spouse, or a parent or child with a serious health condition.
- 9.7.4. A serious health condition is an illness, injury or impairment that limits your ability to perform your job that:
  - 9.7.4.1. Requires inpatient hospital, hospice or residential medical facility care.
  - 9.7.4.2. Requires continuing treatment by a health care provider.
  - 9.7.4.3. Involves any period of incapacity due to pregnancy or for prenatal care.
  - 9.7.4.4. Involves continuing treatment by a health care provider for a chronic serious health condition or incapacity due to a chronic serious or long term health condition.
- 9.7.5. For Military Family Leave (a qualifying military exigency or care for an injured service member).
- 9.8. Use of vacation and sick leave:
  - 9.8.1. During your leave you must use any available (paid) sick and/or vacation time, and it will be counted as part of the leave allowed under FMLA.
  - 9.8.2. If you have elected to participate in the Short Term Disability (STD) or Long Term Disability (LTD) plans, you may be eligible for benefits under these plans while you're on FMLA.
  - 9.8.3. Approval of your supervisor is necessary to use vacation or sick time over and above the time discussed above.
- 9.9. State Laws:
  - 9.9.1. Some states may have laws that require additional information or available leave time. Local TV abides by all state and local laws.

## **10. MEDICAL COVERAGE CONTINUATION DURING FMLA LEAVE**

- 10.1. During FMLA, Local TV will continue your medical coverage as if you were working. You must make arrangements to pay any premiums before taking your FMLA, or, in the case of emergency leave, as soon as you can after the start of your leave. For employees receiving STD benefits, the premium will ordinarily be deducted from the benefit payment.
- 10.2. If you decide not to return to work during your leave, you must reimburse the company for all premiums paid by Local TV during your leave.
  - 10.2.1. Exceptions:
    - 10.2.1.1. When failure to return to work is due to the continuation, recurrence or onset of a serious medical condition that would entitle you to FMLA or
    - 10.2.1.2. Other circumstances beyond your control.

## **11. MEDICAL LEAVE**

- 11.1. If you don't meet the requirements for FMLA, you may be eligible for a Company Medical Leave.
  - 11.1.1. Medical leave can be granted at the discretion of your supervisor or manager.
  - 11.1.2. Once your sick days and vacation days are used up, medical leave is unpaid.
  - 11.1.3. Your job may not be available when you return and is not guaranteed. You won't get a job you're not qualified for when you come back.

- 11.1.4. If you have elected to participate in the Short Term Disability or Long Term Disability plans, you may be eligible for benefits under these plans while you're on Medical leave.

## **12. MEDICAL CERTIFICATION**

- 12.1. Medical certification is required if you've asked for FMLA or other Medical Leave because of your own serious medical condition or that of your loved one. Please make sure your doctor provides a note as soon as possible but within 15 days of your request for FMLA.

## **13. MILITARY LEAVE**

- 13.1. Local TV recognizes and supports the right of any employee to serve in the National Guard of any state, or the organized Reserve unit of any branch of the U.S. Armed Services.
- 13.2. Please give as much notice to the company as possible if you are called to serve.
- 13.3. If the military pay is less than your current Local TV paycheck, Local TV will pay the difference for up to 2 weeks of service.
- 13.4. When you come back from service, your employment will be restored in accordance with all state and federal laws.

## **14. JURY DUTY**

- 14.1. If you receive a summons for jury duty, let your supervisor know immediately. This allows your team to prepare for your absence.
- 14.2. Bring a copy of the notification for your file so we know it's legit.
- 14.3. Regular full-time employees will be paid for up to two weeks of jury duty at your normal pay rate, though this pay will not be considered in any calculation of overtime for a given pay period.
- 14.4. If your jury duty doesn't last for two weeks, please come back to work immediately.
- 14.5. When you return to work after jury duty, you do so with no loss of job status or seniority.
- 14.6. State law requirements may supersede or supplement these policies.

## **15. WORKERS' COMPENSATION LEAVE**

- 15.1. State law dictates how Workers' Compensation is handled.
- 15.2. Please let your supervisor know immediately if you're hurt on the job.
- 15.3. If this injury is also considered to be a serious health condition under FMLA, Workers' Compensation Leave will be counted as, and run at the same time as FMLA.

## **16. SICK DAYS**

- 16.1. Sick Days are for when you are sick. Sick Days are not additional vacation days. If you are well, and not on vacation, come to work!
- 16.2. If you are sick, stay home, especially if you might be contagious. It's poor judgment to make everyone else sick.
- 16.3. Please make sure to call and consistently communicate responsibly with your supervisor.
- 16.4. If you aren't contagious, it's your call as to whether you'd benefit by staying home or going to work.
- 16.5. An exception: if you don't feel well because you partied all night, come to work and do the best you can. If your recreational activity interferes with your work, you aren't

showing good judgment. If you played so hard you can't work, that's very bad judgment. Your mom probably taught you that you can't go to the basketball game and then skip school.

- 16.6. Sick time is not accrued from year to year, and is not "paid out" at the end of employment unless mandated by state law.
- 16.7. Take care of yourself, try not to get sick and if you do, we hope you get well soon.
- 16.8. All regular full-time employees can use up to 5 paid sick days per year. New hires should look at the schedule below to see how many you get.
- 16.9. If you're out sick and are getting paid for it, those hours don't count toward overtime pay during that pay period.
- 16.10. If you're a new hire, the following schedule tells you how many sick days you have for this year. Next January 1, you will start all over again with 5.
- 16.11. Employees who are out sick three or more consecutive days are required to submit medical documentation.
- 16.12. Sick day schedule during Year 1 of employment:

<u>Month of Hire</u>	<u>Number of Sick Days</u>
January/February	5
March/April	4
May/June	3
July/August	2
September/October	1
November/December	0

## 17. BEREAVEMENT LEAVE

- 17.1. In the event of the death of an immediate family member (parent, grandparent, sibling, child, spouse/domestic partner, or other significant person related by blood or marriage), Local TV will provide 3 days of paid leave.
- 17.2. Please inform your supervisor as soon as you can of the need for this type of leave.
- 17.3. These paid hours will not be included in any overtime calculation for the pay period.

## 18. VACATION

- 18.1. The following are guidelines. Common sense should prevail when asking for and granting vacation time. See Rule #1.
- 18.2. Every vacation request may not be granted due to business needs, other requests, conflicts, etc., but all reasonable requests will be considered.
- 18.3. Paid vacation is for regular full-time employees.
- 18.4. Vacation Qualification:
  - 18.4.1. New Hire vacation schedule during Year 1 of employment:

<u>Month of Hire</u>	<u>Paid Vacation Days</u>
January/February	5
March/April	4
May/June	3
July/August	2
September/October	1
November/December	0

18.4.2. Vacation eligibility for any calendar year is based on the years of service completed prior to January 1 of that calendar year. Regular full-time employees may take vacation based on the schedule below:

<u>Years of Service</u>	<u>Paid Vacation Days</u>
Fewer than 5 Years	10 days
Between 5 and 15 Years	15 days
15+ Years	20 days

18.4.3. The maximum amount of paid vacation time is twenty (20) days.

18.5. Unused vacation:

18.5.1. Local TV policy is that vacation time does not accrue from year to year. If you cannot take your vacation at the end of a calendar year due to a busier than expected time or other work-related obstacle, certain consideration can be made.

18.5.2. Employee and supervisor should see Rule #1 in determining answers to specific questions concerning vacation carry-over.

18.5.3. Unused vacation time will not be paid to the employee during the course of employment, nor at the end of employment unless required by state law.

## 19. HOLIDAYS

19.1. Local TV considers the following as paid holidays for all regular full-time staff.

Holiday  
New Year's Day  
Memorial Day  
4<sup>th</sup> of July  
Labor Day  
Thanksgiving Day  
Christmas day

19.2. You must work your regularly scheduled work day immediately before and after the holiday to be paid for the holiday.

19.3. If a holiday is on a Saturday, Local TV observes the holiday on the Friday before, if it is on a Sunday, the holiday is observed on Monday following.

19.4. You may be required to work on some holidays.

19.4.1. We will try to rotate holiday work among as many employees as possible and make this rotation as fair as possible while maintaining the needs of the business.

19.5. Unused holiday time does not accrue from year to year.

19.6. Unused holiday time will not be paid at the end of employment unless mandated by State law.

## 20. E-MAIL, INTERNET & CONFIDENTIALITY

20.1. E-Mail:

20.1.1. Under normal circumstances, Local TV will not snoop in your e-mail, but reserves the right to do so when necessary.

20.1.2. It's good judgment not to put in writing what you don't want printed on the front page of a newspaper. Or posted on a web site. Or heard on the news.

20.2. Internet Policy

20.2.1. Under normal circumstances, Local TV won't snoop around your computer, but reserves the right to do so when necessary.

- 20.2.2. Remember that cyber-slacking is not good judgment.
- 20.3. Confidentiality:
  - 20.3.1. It is expected that your professional loyalty and allegiance will be to Local TV.
  - 20.3.2. It is expected that you will not share anything of a proprietary nature with anyone outside the company.
  - 20.3.3. See Rule #1 to determine what might be considered confidential, and remember that you seldom regret what you don't say.

## **21. BENEFITS**

- 21.1. Benefits are outlined in separate publications for each of:
  - 21.1.1. Medical Insurance Benefit
  - 21.1.2. Dental Insurance Benefit
  - 21.1.3. Vision Care Benefit
  - 21.1.4. Flexible Spending Account Benefits (Medical, Dependent Daycare)
  - 21.1.5. Group Life Insurance Benefits (Basic, Supplemental Employee, Spouse, Child)
  - 21.1.6. Disability Benefits (Short Term, Long Term)
  - 21.1.7. 401K Plan

## **22. FINALLY ...**

- 22.1. This handbook is not a contract. We may update, modify and interpret these policies. They'll change as we gain experience, usually to address issues that have already occurred. If you have any suggestions about how to make these guidelines more useful or productive, please write a note to [hr@localtvllc.com](mailto:hr@localtvllc.com).

## **23. LOCAL TV CONTACT INFORMATION**

Local TV, LLC  
1717 Dixie Highway, Suite 650  
Ft. Wright, KY 41011

Phone: 859-448-2700  
Fax: 859-331-6014