



Employee Handbook
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EMPLOYEE HANDBOOK

This Employee Handbook is intended to provide employees of Gray Television, Inc. and its subsidiaries (together, “Gray” or the “Company”) with general guidance about the Company’s personnel policies, practices, and procedures. This Handbook should not be read as setting forth the fine details of each policy or as constituting a guarantee that the policies it discusses will be applied in all cases. The Handbook cannot anticipate every situation or answer every question about employment. The Company must administer the policies and procedures contained in this handbook with flexibility when it deems such action to be necessary. The Company’s interpretations of these policies and procedures are final and binding.

The personnel policies in this Handbook supersede and replace all prior published or unpublished policies. The Company may add to the policies in the Handbook or revoke or modify them from time to time at its sole discretion. There may be times when policies will change before this Handbook can be revised.

NEITHER THIS HANDBOOK NOR ANY PROVISION IN THIS HANDBOOK CONSTITUTES A CONTRACT OF EMPLOYMENT OR ANY OTHER TYPE OF CONTRACT. THIS HANDBOOK IS PROVIDED FOR EMPLOYEE INFORMATION ONLY. IT SHOULD NOT BE CONSIDERED IN ANY WAY AS CREATING ANY RIGHTS, CONTRACT OR GUARANTEE OF EMPLOYMENT, BENEFITS, OR WORKING CONDITIONS BETWEEN ANY EMPLOYEE AND THE COMPANY.

Throughout this handbook, the terms “spouse” and “child” are used in various contexts. To simplify Gray’s polices and benefits, the following definitions apply to these terms, even when applicable law uses more restrictive definitions:

SPOUSE: a husband or wife as defined or recognized under state law for purposes of marriage in either the state where the employee resides or in the state where the marriage ceremony occurred, including ‘common law’ marriage and same-sex marriage.

CHILD: the son or daughter of the individual, including stepchild, adopted child and child for whom the individual is a legal guardian.

Employees who work under a contract or collective bargaining agreement may have benefits that differ from those set forth herein. To the extent that the benefits in such contracts conflict with those set forth in this Handbook, those benefits will govern. This Handbook is not intended to interfere with employees’ rights to pursue legitimate action in furtherance of a common interest concerning work-related objectives and terms and conditions of employment.

Thank you for taking the time to read and understand the Employee Handbook. Each employee will be required to execute an Acknowledgment Form indicating that he or she has received and read this Employee Handbook.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, Gray expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are merely examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Possession, distribution, sale, transfer, use or being under the influence of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned equipment;
- Fighting or threatening violence in the workplace;
- Disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of employer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Sexual or other unlawful or unwelcome harassment;
- Excessive absenteeism or any absence without notice;
- Excessive tardiness;
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of the Company's Code of Ethics, Equal Employment and Harassment Policy, or other personnel policies as adopted and modified by the Company;
- Unsatisfactory performance or conduct;
- Plagiarism; and
- Payola/Plugola policies.

ATTENDANCE AND PUNCTUALITY

To maintain a productive work environment, Gray expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Company. In rare instances when an employee cannot avoid being late to work or is unable to work as scheduled, the employee is required to notify his or her manager as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Employees who fail to report to work for three consecutive business days without notifying their immediate supervisor or General Manager/Vice President of the absence will be considered as having voluntarily resigned as a result of job abandonment.

PROGRESSIVE DISCIPLINE

This policy sets forth Gray's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. Gray believes that the best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Gray's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The primary purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

The following are the disciplinary steps that may be taken to resolve a problem situation:

- Verbal Discussion/Counseling,
- Written Warning/Suspension, and
- Termination.

There is no guarantee, however, that each step noted above will be observed for any particular circumstances and Gray has the discretion to start at any step in the process, to skip steps, repeat steps, or impose different disciplinary steps. The severity of the problem, length of employment, prior disciplinary action, and/or the needs of the Company are factors management will consider in determining what action steps are taken in a particular circumstance. Each employee is responsible for knowing the rules of expected conduct as well as the procedures and standards outlined in this handbook. Any employee with questions about the application of any rule or warning the employee has received, should discuss such questions immediately with his or her manager or the location's General Manager/Vice President.

If at any time during the disciplinary action, an employee's performance worsens or if corrections are not progressing satisfactorily, the employee may be terminated prior to any time frames specified in warnings.

EQUAL EMPLOYMENT OPPORTUNITY AND HARASSMENT POLICY

The Company will make all employment decisions (including but not limited to decisions about hiring, promotion, transfer, demotion, evaluation, compensation, and termination) without regard to race, color, national origin, citizenship, sex, pregnancy, religion, age (age 40 and over), disability, sexual orientation, service in the uniformed services or any other classification protected by federal, state, or local law. The Company will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

The Company does not and will not permit employees to engage in unlawful discriminatory practices, sexual harassment, or harassment based on race, color, national origin, citizenship, sex, pregnancy, religion, age (age 40 and over), disability, sexual orientation, service in the uniformed services, or any other classification protected by federal, state, or local law. Employees and their work environment should be free from all forms of unlawful harassment, discrimination, and intimidation.

It is the policy of the Company that all personnel will work in an environment free from unlawful harassment, including sexual harassment. The Company will not tolerate harassment in any form, whether it is committed by managers, employees, or non-employees. All managers and supervisors will be responsible for preventing and eliminating harassment, including sexual harassment. The Company will promptly investigate any allegation of harassment and, if it is determined that harassment has occurred, the Company will take appropriate disciplinary action, up to and including discharge of the offending party.

Harassment is: (1) verbal or physical conduct that denigrates or shows hostility toward an individual or conduct that creates an intimidating, hostile, or offensive working environment for an individual because of his/her race, color, national origin, citizenship, sex, pregnancy, religion, age (age 40 and over), disability, sexual orientation, service in the uniformed services, or any other classification protected by federal, state, or local law; or (2) conduct that creates an intimidating, hostile, or offensive working environment. Harassment may include, but is not necessarily limited to, epithets, slurs, jokes, or other verbal or physical conduct relating to an individual's race, color, national origin, citizenship, sex, pregnancy, religion, age (age 40 and over), disability, sexual orientation, service in the uniformed services, or any other classification protected by federal, state, or local law.

Sexual harassment consists of unwelcome physical contact, sexual advances, requests for sexual favors, and other inappropriate communications or verbal or physical conduct of a sexual nature, or that is directed at an individual because of that individual's gender, that creates an offensive or hostile work atmosphere. Sexual harassment includes, but is not limited to:

- Unwanted or unwelcome physical contact or conduct of any kind, including patting, pinching, brushing up against, hugging, cornering, kissing, fondling, or any other similar physical contact;

- Verbal abuse of a sexual nature, including sexual flirtations, advances, propositions, sexual innuendoes, sexually suggestive, insulting, or graphic comments, noises, or sounds;
- Sexually explicit, suggestive, or offensive jokes;
- Demeaning, insulting, intimidating, or sexually suggestive comments about an individual's dress, body, appearance, or personal life;
- The display or distribution in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects or pictures, including nude photographs, drawings, or magazine pictures; and
- Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

Any employee who believes that he or she is being or has been discriminated against or harassed in violation of this policy should promptly report such conduct to his/her immediate supervisor or manager and, verbally or in writing, state the specific details of the discriminatory or harassing behavior. If it is difficult or uncomfortable for the employee to discuss such a matter with his/her supervisor or manager (or if the harassment involves the supervisor or manager), the employee should report the incident to the next highest level of management or to the Company Human Resources Department at 1.229.888.9375.

The policy of this Company is to listen to all reasonable complaints, investigate with due regard for confidentiality, and quickly apply appropriate sanctions that will end any offensive behavior. Employees are required to cooperate fully with any investigation of harassment. Sanctions for engaging in discrimination or unlawful harassment and other forms of impermissible harassment will depend upon the facts and circumstances of the incident. The Company does not accept, consider or act upon anonymous complaints.

The Company will not retaliate against any employee because of reports of alleged discrimination or harassment or because of cooperation with any investigation. Any employee who believes retaliation has resulted from either the reporting of a complaint of discrimination or harassment or from participating in an investigation of such a complaint should immediately report this to his/her immediate supervisor or manager, or the Company Human Resources Department at 1.229.888.9375.

If an employee has any questions concerning this policy, the employee should contact his or her manager or the Company Human Resources Department at 1.229.888.9375.

AT-WILL EMPLOYMENT

All employees who do not have a separate written employment agreement with the Company are employed for no specific length of time and are therefore employees at-will. Employment may be terminated by the employee or by the Company at any time, with or without notice, for any reason not prohibited by law. This status cannot be altered by any oral or written representations other than a written employment contract signed by the employee and the President or a Vice-President of Gray (including one of its subsidiaries).

IMMIGRATION LAW COMPLIANCE

The Company complies with the Immigration Reform and Control Act of 1986, by employing only United States citizens and non-citizens who are authorized to work in the United States. On or before their first day of employment, a new employee must provide original documents verifying his or her right to work in the United States and sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his or her right to work within three days of hire, the Company must terminate the individual's employment. The Company participates in E-Verify.

CLASSIFICATION OF EMPLOYEES

EXEMPT	Means employees who are excluded from specific provisions of federal and state wage and hour laws. Exempt employees are not entitled to overtime pay if they work more than forty hours in a workweek.
FULL-TIME	Means an employee's principal occupation is with Gray and that the employee is regularly scheduled to work at least thirty (30) hours per week.
PART-TIME	Means an employee is regularly scheduled to work less than thirty (30) hours per week.
NON-EXEMPT	Means employees who are subject to federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay if they work more than 40 hours in a workweek or as otherwise directed by state law. Overtime pay will be calculated at either the rate of one and a half times an employee's regular rate of pay for any hours worked over forty in a given workweek in accordance with the employee's fluctuating workweek arrangement, or as otherwise directed by state law.

HOURS WORKED AND TIMEKEEPING

A. Workweek.

The Company's Workweek begins at 12:00 a.m. Monday and concludes at 11:59 p.m. the following Sunday. All hours worked during this period will be tracked to determine both regular and overtime pay in accordance with all applicable laws.

B. Overtime.

When operational requirements cannot be met during regular working hours, employees may be required to work overtime hours. When possible, advance notification of mandatory assignments will be provided. Except in the case of breaking news coverage or other emergency, overtime work must receive prior authorization from the employee's manager or General Manager/Vice President.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off for PTO or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Employees who work overtime without receiving prior authorization from their manager or General Manager/Vice President may be subject to discipline up to and including possible termination of employment.

C. Recording Hours Worked.

Every non-exempt employee is responsible for accurately recording hours worked. Federal and state laws require the Company to keep an accurate record of hours worked in order to calculate employees' pay and benefits. Hours worked includes all the time actually spent performing assigned duties. It is absolutely prohibited to work "off the clock."

Altering, falsifying, and/or tampering with time records, may result in disciplinary action, up to and including termination.

Every precaution is taken to avoid errors in employee paychecks. However, if an error does occur, employees must notify their immediate supervisor or local General Manager/Vice President at once. While errors are rare, Gray typically corrects an error on the payroll cycle that immediately follows confirmation of the error.

EMPLOYEE BENEFIT PLANS

It is Gray's policy to provide its employees with various employee benefits. Although the Company intends to provide these benefits indefinitely, it reserves the right to modify, amend, or terminate these benefits at any time and for any reason not prohibited by law.

The Company currently offers the following group benefit plans to certain eligible employees:

- Group Medical, Dental, and Life Insurance Benefits,
- Short Term Disability Benefits,
- Long Term Disability Benefits,
- 401(k) Plan,
- Employee Retirement Plan, and
- Employee Flexible Benefits Plan (Section 125 or Cafeteria Plan).

Active full-time employees are generally eligible to participate in these group benefit plans. However, eligibility depends upon the specific requirements of each benefit plan. The plan documents describe in detail the eligibility requirements and benefits provided by each plan. Actual benefits and employees' rights to these benefits are controlled by actual plan documents and/or summary plan descriptions for each plan. In the event that there is a conflict between this Handbook and the contents of such plan documents, the plan documents are controlling. The determination of eligibility for benefits under each plan and the interpretation of plan terms are solely within the discretion of the Company.

Employees with questions about these plans, should contact the Company Human Resources Department at benefits@gray.tv.

The Company also provides a number of other benefits such as leave of absence and PTO. Information about these benefits is contained in this Handbook.

DIRECT DEPOSIT OF PAY POLICY

The Company offers all employees the ability to receive their pay through direct deposit. In fact, because Gray cannot control the delivery of paychecks or weather conditions that sometimes disrupt the delivery of paychecks, the Company strongly encourages all employees to enroll in direct deposit. Employees who participate in direct deposit will have their net pay automatically deposited into a personal checking or savings account. Employees must complete an authorization form and submit the completed form and any other necessary paperwork to the Company Human Resources Department.

DRUG FREE WORKPLACE POLICY

Gray is committed to providing a safe, healthy, and drug-free work environment. Therefore, each work location has established a state-specific Drug Free Workplace Policy. Employees may obtain a copy of their location's Drug Free Workplace Policy from the location's designated Drug Free Workplace Coordinator.

SOLICITATION POLICY

Out of respect for the private lives of Company employees and to insure the safe and efficient operation of the Company, solicitation and distribution of literature on the Company's premises is limited as follows:

No person not an employee of the Company may come on Company property at any time to solicit employees for any cause or to distribute to employees material of any kind for any purpose. Employees may not engage in solicitation for any purposes during working time, nor may employees engage in solicitation of other employees while they are working. Employees may not engage in the distribution of literature (other than Company literature) for any purposes during working time or at any time in working areas of the Company. "Working time" is that time during which employees are supposed to be engaged in their work tasks but does not include breaks, mealtimes, or any other time during which an employee properly is not performing his or her work.

WORKPLACE VIOLENCE AND FIREARMS POLICY

Gray adheres to a “zero-tolerance” approach toward violations of the law and any act or threat of violence in the workplace. Acts or threats of violence toward co-workers, vendors or customers are strictly prohibited and will result in discipline, up to and including termination. The Company will investigate complaints of threats of violence or intimidation and will take disciplinary action when employees demonstrate behavior that, in management’s judgment, constitutes or contributes to a potentially violent situation.

Each Gray location will comply with applicable state law regarding possession and use of firearms. Moreover, firearms are prohibited inside all Gray facilities. Firearms may be stored in personal vehicles parked on Company property if and to the extent permitted by applicable state law. Violation of this policy may result in discipline, up to and including termination.

VEHICLE SAFETY POLICY

A. Application.

The Company's Vehicle Safety Policy applies to all Gray employees who operate vehicles on Company business ("Drivers") regardless of whether the vehicles are owned by the Company, the employee, or a third party.

Many employees operate Company owned, leased, rental or personal vehicles as part of their job duties. Drivers are expected to operate vehicles safely to prevent accidents that may result in injuries and property loss. Gray desires to provide and maintain a safe working environment (including the operation of vehicles for business purposes) to protect our employees and local communities.

Drivers are required to operate all vehicles on Company business safely and to adhere to the responsibilities outlined in Gray's Vehicle Safety Program. Gray provides the Vehicle Safety Program to all Drivers separately.

B. Minimum MVR Criteria for Drivers.

Gray and its insurance carrier maintain certain minimum standards for Drivers, which may be reviewed, altered or revised by the Company and its insurance carrier at any time.

C. Unacceptable Drivers.

An employee will be deemed an "Unacceptable Driver" under the Policy upon the occurrence of any of the following:

- (1) **Three or more Incidents** - For purposes of this Policy, an "Incident" is defined as an at-fault accident or a minor conviction or violation; or
- (2) **One or more major convictions or violations** – For purposes of this Policy, a Major Conviction includes but is not limited to a conviction for:
 - Driving while intoxicated or under the influence of alcohol or drugs (DUI or DWI);
 - Failure to stop and report an accident;
 - Attempting to elude an officer of the law;
 - Assault, manslaughter, or homicide arising out of the operation of vehicle;
 - Driving with a suspended or revoked license;
 - Reckless driving;
 - Speed contest, drag or highway racing;

- Possession of an opened alcoholic beverage container;
- An accident resulting from speeding 20 mph or more over the posted speed limit;
- Speeding 20 mph or more over the posted speed limit; and
- Any driver who is considered an unacceptable driver by Gray’s Insurance Carrier.

A driver who is an “Unacceptable Driver” is not eligible for hire for any position that requires driving a vehicle to perform the position’s duties. Conversely, any driver who is not an “Unacceptable Driver” is eligible for hire for any position. Any employee who is within one Incident of being deemed an Unacceptable Driver will be placed on a formal warning and the employee’s MVR will be reviewed quarterly.

Any driver who is charged with a violation that could result in a Major Conviction will have his or her driving privileges suspended until such time as the charge is resolved.

Driving is an essential function of any job that requires an employee to operate a motor vehicle. If (1) an employee is unable to operate a motor vehicle pursuant to this Policy, either temporarily (in the case of a pending charge) or permanently (in the case of a conviction that renders the employee an Unacceptable Driver), (2) the employee’s job requires that the employee operate a motor vehicle to perform his or her duties, and (3) the employee cannot perform his job without operating a motor vehicle himself or herself, then the employee is no longer qualified for his or her job. In such cases, the employee may be suspended without pay pending resolution of an open charge and/or terminated following a conviction that results in his or her designation as an Unacceptable Driver.

D. Ensuring Compliance.

To ensure compliance with the Vehicle Safety Policy, the Company obtains MVR’s

- On all new hires;
- On any employee who is transferring from a non-driving to a driving position;
- On any driver involved in an accident;
- Throughout the policy period on any probationary drivers or any drivers that have been placed on a watch program; and
- On any employee who receives a citation that could result in a Major Conviction

WORKERS' COMPENSATION

Gray provides workers' compensation insurance for all of its employees. This insurance provides financial benefits for employees who suffer a work-related injury, illness, or fatality, in accordance with state law. Every employee is encouraged to use caution in his or her work and follow all safety requirements and procedures of the Company. However, if an employee does become injured or ill while on the job – regardless of how minor the injury or illness may seem – the incident must be reported to the employee's supervisor immediately. In addition, an employee involved in an accident must complete and submit an accident report as soon as possible. Each location posts a list of physicians who have been approved by the Company's workers' compensation insurance carrier.

JURY DUTY AND WITNESS DUTY

The Company will not discharge, discipline, threaten, or otherwise penalize an employee who is required to miss work to serve on a jury (“Jury Duty”) or to participate in a court or other official proceeding as a witness in response to a subpoena or other court order or summons (“Witness Duty”). An employee who is called for Jury or Witness Duty must inform his or her supervisor as soon as practicable so that work coverage can be arranged, and if requested, provide the Company with a copy of the Jury or Witness Duty notice or summons.

Employees who are required to miss work for Jury Duty will continue to receive their regular compensation during the period of the time they must be absent from work for the Jury Duty.

Jury Duty Pay will be calculated based on the employee’s regular base pay rate and regular work schedule as shown in the Gray Human Resources system.

The Company will not compensate an employee for time spent away from work due to Witness Duty, except as required by state law.

VOTING LEAVE

Employees are encouraged to vote either before or after regular working hours. However, an employee may take time off from work to vote if the polls are not open for a sufficient amount of time to allow the employee to vote during non-working hours. An employee who needs to take time off work to vote should give his or her immediate supervisor reasonable notice (the Company requests at least two days advance notice) that time off will be required. An employee who provides the required advance notice will be paid for the time off, up to a maximum of one hour or as required by state law. The Company may designate which period of time during the workday the employee will be permitted to leave work to vote.

BEREAVEMENT LEAVE

After 90 continuous days of full-time employment, all active full-time employees may take up to three days paid leave for the death of a member of their immediate family. Part-time employees, temporary (contingent), and seasonal employees are not eligible for Bereavement Leave.

For purposes of this policy, “immediate family” means: spouse, child, father/mother, brother/sister, grandchild/grandparent, son-in-law/daughter-in-law, father-in-law/mother-in-law, brother-in-law/sister-in-law, step-son/daughter, step-father/mother, step-brother/sister.

Eligible employees may take up to one day of paid leave for the death of other relatives.

A longer period of leave without pay may be granted by the employee’s immediate supervisor or location’s General Manager/Vice President when the funeral is held in such a place as to require additional time for the purpose of attending the funeral or when other circumstances make additional time necessary.

Bereavement Leave Pay will be calculated based on the employee’s regular base pay rate and regular work schedule as shown in the Gray Human Resources system.

PAID TIME OFF (PTO) BENEFIT POLICY

Gray provides Paid Time Off (“PTO”) benefits to all active full-time employees. The Company provides PTO in lieu of paid vacation time and paid sick time because it provides employees and the Company with more scheduling flexibility than traditional vacation and sick policies. Active full-time employees are eligible to receive PTO only in accordance with the policies set forth herein. Part-time and temporary (contingent) or seasonal employees are not eligible for PTO benefits.

A. Accruing PTO.

PTO benefits accrue on a monthly basis, beginning on the 1st day of the month following the date the individual becomes an active full-time employee of Gray or a predecessor Company (that is, a prior owner of the station if acquired by Gray during the individual’s employment).

Although an employee may carry over unused PTO time from year to year, there is a cap on the amount of PTO time an employee can accumulate. This encourages each employee to use his or her PTO and allows the Company to manage its financial obligations. Once an employee reaches his or her PTO cap, the employee may not accumulate any more PTO until the employee uses some of the time in the employee’s account and the employee’s balance drops below the cap. After an employee’s balance goes below the cap, the employee will begin accruing PTO again. However, an employee will not receive retroactive credit for time worked while the employee was at the cap limit.

PTO benefits accrue as follows:

	Level 1	Level 2	Level 3	Level 4
Tenure	1-364 Days	1 -7 Years	8 - 14 Years	15+ Years
Total Annual Hours	56	120	160	200
Hours Accrued Per Month	4.67	10.00	13.33	16.67
Accrual Cap	120	120	160	200

Upon an employee’s termination of employment, the Company will pay an employee’s accrued but unused PTO.

B. Using PTO.

To enable stations and other offices to schedule coverage for an employee's PTO leave, PTO may be taken only in one-hour increments unless otherwise required by applicable law.

PTO falls into two categories and may be used for any of the following reasons:

(1) Scheduled PTO

PTO should be requested by the employee well in advance of the requested leave for any of the following reasons:

- Vacation,
- Personal Business,
- Religious Observance, and
- Scheduled Medical Procedures.

When reviewing Scheduled PTO requests, the manager will take into consideration the need for adequate staffing at all times to ensure efficient business operations. In the event of PTO scheduling conflicts, the manager will determine which absences to approve based on business needs.

(2) Unscheduled PTO

Only in the following limited circumstances may an employee take Unscheduled PTO:

- Unforeseeable Personal Business Requiring Immediate Action,
- Unscheduled Medical Procedures, and
- Unforeseeable Personal or Immediate Family Illness.

To request Unscheduled PTO for a reason listed above, the employee must contact his/her department head or manager as soon as possible and in any event *prior to the start of the employee's scheduled shift* provided, however, that the use of unscheduled PTO cannot be used to circumvent the Company's Attendance and Punctuality Policy. Some departments may require more advanced notice and/or notification of additional personnel. An absence from work without the advance notice required by the employee's department will be considered an unauthorized and unpaid absence rather than Unscheduled PTO.

HOLIDAYS

While specific holiday schedules are issued each year, the Company typically observes the following seven:

NEW YEAR'S DAY	January 1 st
MEMORIAL DAY	Observed the last Monday in May
INDEPENDENCE DAY	July 4 th
LABOR DAY	Observed the first Monday in September
THANKSGIVING DAY	Observed the fourth Thursday in November
CHRISTMAS DAY	December 25 th
ONE FLOATING HOLIDAY	As designated by the General Manager at each location

If a recognized holiday falls on a Saturday, Gray will observe the holiday on the preceding Friday. If a recognized holiday falls on a Sunday, Gray will observe the holiday on the following Monday.

All active, full-time exempt employees are eligible for paid holidays. All active full-time non-exempt employees are eligible for paid holidays after completing 30 days of continuous employment. Part-time and temporary (contingent) or seasonal employees are not eligible for paid holidays.

Any eligible employee, who ordinarily would work on a recognized holiday but is granted the day off, will receive a full day's pay in accordance with the employee's standard hours provided that the employee has worked all other regularly scheduled hours during the week in which the holiday falls. Any eligible employee who is required to work on a recognized holiday may take a substitute day off with pay. If an eligible, non-exempt employee is required to work on a recognized holiday, including a Floating Holiday designated by the General Manager, he or she will be compensated at one and one-half times the employee's regularly hourly rate for all hours actually worked on the holiday ("Holiday Worked Hours"). Holiday Worked Hours also will be included in calculating whether the employee is entitled to overtime.

Holidays are in addition to PTO leave. Employees who are on PTO leave during a week in which a recognized holiday occurs or otherwise have the day off on a day in which a recognized holiday falls will not be charged PTO time.

UNPAID PERSONAL LEAVE OF ABSENCE

When an employee has used all other available leave (including short-term and long-term disability benefits), he or she may request an unpaid personal leave not to exceed two weeks during any twelve-month period. Requests for two weeks of unpaid leave may be granted upon the written approval of both the employee's immediate supervisor and his/her General Manager/Vice President, either of whom may grant or deny the request in his or her sole discretion.

If an employee requests unpaid leave exceeding two weeks in any twelve-month period, the Company will consider the request on a case-by-case basis for good cause. In addition to the written approval of the employee's immediate supervisor and General Manager/Vice President, the employee must obtain the prior written approval of Gray's President, a Senior Vice President, or the Vice President of Human Resources. In no instance will the total Unpaid Personal Leave of Absence, including the extension, exceed four weeks in a twelve-month period, and in no instance may this extended Unpaid Personal Leave of Absence be taken over a period of time that is not continuous.

To continue health coverage during an unpaid leave of absence, the employee must continue to pay the then-current employee (and, if applicable, spousal or family) share of the Company's health insurance plan premium. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage. However, in no instance will Medical/Life/Vision/STD/LTD coverage for an Unpaid Personal Leave of Absence extend beyond four continuous weeks. Employees on an Approved Personal Unpaid Leave of Absence are not eligible for PTO, holiday, short-term disability or long-term disability benefits.

MILITARY LEAVE

The Company will grant a military leave of absence to employees who serve in the Armed Forces, the National Guard or the commissioned corps of the Public Health Service, as required by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA) and state law. Employees should notify their immediate supervisor or General Manager/Vice President as soon as is practicable when military leave will be required and must provide the Company with appropriate documentation of their military service.

Except for the differential pay outlined below, military leave is generally unpaid. Employees may elect to use accrued PTO to receive compensation during their military leave. While an employee is on military leave, he or she may be entitled to continue health insurance coverage for a period of time if the employee meets certain conditions. Benefits that accrue according to length of service, such as PTO and holiday benefits, do not accrue during the approved leave period.

After a period of military leave for more than 30 days, the Company has the right to request documentation that may be used to establish the employee's basic eligibility for protection under USERRA. Employees are encouraged to provide a copy of their orders, their annual drill schedule, or other similar documentation to Gray's Human Resources Department as soon as available and, if at all possible, prior to the commencement of military duty.

An employee returning to work after military leave will normally be placed in the position he or she would have attained had the employee remained continuously employed or an equivalent position depending on the length of military service. In order to be qualified for reemployment under USERRA, the employee must generally:

- (1) terminate his or her military service under honorable conditions;
- (2) give the Company advance notice of the military service;
- (3) be absent for military service for no more than five years (cumulatively); and
- (4) apply for reemployment within the following specified time periods:
 - after leave of less than 31 days – by the beginning of the next regularly scheduled work day that begins at least 8 hours after return from leave,
 - after leave of 31-180 days – within 14 days after return from leave, and
 - after leave of 181 days or more – within 90 days after return from leave.

The reporting and application deadlines may be extended for up to two years for employees who are hospitalized or convalescing because of a service-connected illness or injury. Upon an employee's return to work after a military leave, the employee's seniority and other rights and benefits will be calculated as if the employee had remained employed during the military leave.

Employees who leave their employment to participate in assemblies or annual training, to attend service schools conducted by the Armed Forces, or to serve in the organized militia or state National Guard may have different or additional rights and obligations (including different eligibility requirements and different time limits within which the employee must apply for reinstatement) under state law. Employees should contact Gray's Human Resources Department at benefits@gray.tv for further information regarding their military leave rights.

DIFFERENTIAL PAY FOR NATIONAL GUARD AND RESERVE TRAINING

Employees who are members of the National Guard or a reserve unit of the U.S. Armed Services will be paid the difference between their military pay and Company pay ("differential pay") for required training for up to two weeks per year. Differential pay does not include time spent traveling to and from the location for the required training. Again, employees should notify their immediate supervisor and the location's General Manager/Vice President as soon as is practicable when the training is required and must provide the Company with appropriate documentation of the required training and pay.

FAMILY AND MEDICAL LEAVE POLICY

In compliance with the Family and Medical Leave Act (FMLA), the Company will provide eligible employees with job-protected leave each year for certain medical and family-related reasons. This policy provides limited guidance regarding FMLA rights and obligations. Employees should refer to the posted Notice to Employees of Rights Under FMLA and direct specific questions to Benefits at benefits@gray.tv. Neither local managers nor any other Gray staff is sufficiently trained to provide guidance on FMLA procedures and rights to employees other than the specialists in the Company's Benefits Department. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

A. Employee Eligibility.

All employees who have been employed by the Company for at least 12 months; have worked at least 1,250 hours in the previous 12 months; and provide documentation to support a leave request are eligible for family and medical leave under this policy.

The 12-month period within which an employee may take his or her 12 weeks of family and medical leave is calculated backwards from the date the employee uses any family and medical leave. In other words, each time an employee takes family and medical leave, the remaining leave entitlement will consist of any balance of the 12 weeks which has not been used during the immediately preceding 12 months.

B. Types of Family and Medical Leave.

Basic Leave. An eligible employee may take up to twelve (12) workweeks of job-protected, unpaid leave during a 12-month period for the following reasons:

- (1) ***Birth of a Child.*** Because of the birth of a child and to care for the newborn child.
- (2) ***Adoption or Foster Care.*** Because of the adoption of a child or the placement of a foster child with the employee.

Family and Medical Leave for the birth or placement of a child for adoption or foster care must conclude within 12 months of the birth or placement. In addition, if both spouses are employed by the Company, the maximum amount of leave they may take for the Birth, Adoption or Foster Care or to care for a Family Member's Serious Health Condition is a combined 12 weeks within a 12-month period.

- (3) ***Family Member's Serious Health Condition.*** To care for a child, parent, or spouse with a serious health condition.
- (4) ***Employee's Own Serious Health Condition.*** Because of the employee's own serious health condition.

A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either: (1) inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility (including any period of incapacity or any subsequent treatment in connection with the inpatient care), or (2) certain types of continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of his or her job or prevents the family member from participating in school or other daily activities. Subject to certain conditions, “continuing treatment by a health care provider” includes: (a) a period of incapacity for a health condition lasting more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment; or (b) incapacity due to pregnancy, or (c) incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

- (5) ***Qualifying Exigency.*** Because of qualified exigencies arising out of the fact that the employee’s spouse, child, or parent is on, or has been notified of an impending call to, covered active duty or call to covered active duty in the Armed Forces (including a member of the National Guard or Reserves and certain retirees). Covered active duty or call to covered active duty means, in the case of a member of the Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country, and, in the case of a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation

“Qualifying Exigencies” are: (1) short notice deployment to address any issue arising from call or order seven or less calendar days prior to date of deployment, (2) military events and related activities, (3) childcare and school activities, (4) care of the military members’ parent who is incapable of self-care, (5) financial and legal arrangements, (6) counseling, (7) rest and recuperation (limited to fifteen days), (8) post-deployment activities, and (9) other activities provided that the Company and the employee agree that the activity qualifies and agree to the timing and duration of the leave.

Special Military Caregiver Leave. An eligible employee who is the spouse, child, parent, or next of kin of a covered service member with a serious injury or illness is also entitled to a special unpaid leave for a total of 26 weeks during a 12-month period to care for the covered service member.

A “covered service member” means a current member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or a “veteran” who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including members of the

National Guard or Reserves) at any time during the period for 5 years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

A serious injury or illness means:

- (1) In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,
- (2) In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:
 - (a) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (b) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (c) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (d) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

During the single 12-month period during which leave is granted for a Family Servicemember Injury, an employee shall only be entitled to a combined total of twenty-six (26) workweeks of leave for both that Family Servicemember Injury leave and FMLA leave taken during that period for any other reason. If both spouses are employed by the Company, the maximum amount of leave they may take for a Family Servicemember Injury is a combined 26 weeks within the single 12-month period. The 12-month period

for Special Military Caregiver Leave begins on the first day the employee commences leave for this purpose.

C. Intermittent and Reduced Schedule Leave.

Eligible employees may take family and medical leave intermittently (e.g. in blocks of time) or by reducing their work schedule in certain circumstances. If leave is taken to care for a child after Birth, Adoption or Foster Care, an employee may take the leave intermittently or on a reduced work schedule only with the Company's permission. If leave is taken because of the employee's Own Serious Health Condition, a Family Member's Serious Health Condition or a Family Servicemember Injury, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary. Qualifying Exigency leave also may be taken intermittently or on a reduced work schedule. Employees who are on an approved family and medical leave of absence may not perform work for any other employer during that leave.

D. Notice and Certification.

An employee who wants to take family and medical leave (except for Qualifying Exigency leave) ordinarily must provide his or her supervisor and the Gray Benefits Department with at least 30 days' notice of the need for leave, if the need is foreseeable. If the need for Qualifying Exigency leave is foreseeable, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable. If the employee's need for family and medical leave is not foreseeable, the employee should give the Company as much notice as is practicable and generally must comply with the attendance policy and/or call-in procedures for his or her location. Requests for leave (or for an extension of leave) should be submitted in writing to the supervisor. When leave is needed for planned medical treatment, the employee must try to schedule the treatment in such a way as to limit disruptions of the employee's schedule. The Benefits Department can be reached at benefits@gray.tv during normal business hours.

An employee who needs leave for the employee's Own Serious Health Condition, a Family Member's Serious Health Condition or a Family Servicemember Injury must provide medical certification of the serious health condition or injury. The Company may, at its own discretion, also require a second or third opinion of a serious health condition (at the Company's expense), periodic re-certifications of a serious health condition, and, when the leave is a result of the employee's Own Serious Health Condition, a fitness for duty report to return to work. An employee who needs leave due to a Qualifying Exigency also will be required to provide a certification of such need. Once the employee has provided the Company with notice of the leave and certification as required, the Company will determine whether the leave is designated as family and medical leave which counts toward the employee's allotment of leave. If the employee fails to provide proper advance notice or certification for leave, the leave may be delayed or may not be designated as family and medical leave under this policy.

When an employee requests leave, the Company will inform the employee whether he or she is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required and the employee's rights and responsibilities. If the employee is not eligible, the Company will provide a reason for the ineligibility. The Company will inform eligible employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Company determines that the leave is not FMLA-protected, it will notify the employee.

E. Compensation and Benefits.

Generally, FMLA leave is unpaid leave. However, if family and medical leave is needed for Birth, Adoption or Foster Care or an Active Duty Exigency, any accrued PTO time will run concurrently with the family and medical leave. If leave is needed for the employee's Own Serious Health Condition, a Family Member's Serious Health Condition or a Family Servicemember Injury, any accrued PTO will run concurrently with the family and medical leave. If an employee is receiving short-term disability benefits or workers' compensation benefits for a condition which is also a serious health condition under the FMLA, the employee's short-term disability absence and/or workers' compensation absence will run concurrently with the employee's family and medical leave.

An employee's use of family and medical leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave. However, benefits that accrue according to length of service (such as PTO) do not accrue during periods of unpaid leave.

During an employee's family and medical leave, the employee will be retained on the Company's health insurance plan under the same conditions that applied before the leave began. To continue health coverage, the employee must continue to make any contributions that he or she made to the plan before taking leave. Failure of the employee to pay his or her share of the health insurance premium may result in loss of coverage. The Company's obligation to maintain health insurance ceases if the employee is over thirty (30) days late in paying his or her portion of the insurance premium or if the employee does not return from leave or states his or her intention not to return from leave.

If the employee fails to return to work after his or her family and medical leave has expired, the employee will be required to reimburse the Company for the health insurance premiums the Company paid during the leave unless the employee failed to return to work due to the continuance, recurrence, or onset of a serious health condition of the employee or a family member or an injury or illness of a family servicemember or due to some other circumstances beyond the employee's control.

F. Job Restoration After Family and Medical Leave.

An employee who takes leave under this policy may be asked to provide a fitness for duty form from his or her healthcare provider. The Company will reinstate an employee returning from family and medical leave to the same or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, an employee on family and medical leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously working for the Company during the leave period. Certain highly compensated key employees may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the Company’s operations.

G. Additional Information.

In addition to benefits provided by the Company under the FMLA, employees may be entitled to additional benefits under the laws of the state in which they work. If the need for leave arises, an employee should ask his or her supervisor or the Benefits Department for further information.

The FMLA makes it unlawful for any employer to interfere with, restrain or deny the exercise of any right provided by the statute, or to discharge or discriminate against employee for opposing any unlawful practice under the statute. Employees who believe that they have suffered these actions should immediately contact Gray’s Vice President of Human Resources or any General Manager/Vice President, and/or may file a complaint with the U.S. Department of Labor or have a private right to sue.

For more information about the FMLA, see the notice included with this Handbook or go to: <http://www.dol.gov/esa/whd/fmla/finalrule/FMLAPoster.pdf>

POLITICAL ACTIVITY POLICY

The Company encourages community involvement. There are numerous Company-sponsored and Company-endorsed projects in which employees may participate, as well as many excellent civic, religious, and charitable organizations in employees' local communities that would benefit from employee involvement and contributions. Gray also recognizes and encourages the right of all employees of all political persuasions to exercise their political rights to vote, contribute, and participate in national, state and local political processes.

At the same time, Gray's image as a neutral and objective news organization is an indispensable journalistic attribute. The Company therefore expects that all employees will keep their personal political interests and affiliation separate and distinct from their employment with Gray and its affiliated stations. In addition, everyone involved in the production of news or editorial content must avoid situations that might be seen as compromising the integrity and impartiality that the employee, the employee's news team, Gray's stations, and Gray must maintain. To provide better guidance, the Company has adopted this Policy governing active political activities by Gray and its station employees.

Active Partisan Politics means:

- active support of a candidate for public office or for the recall or defeat of a candidate for public office; and
- active support for or against a political interest group seeking the enactment or repeal of legislation through a ballot initiative or otherwise.

This definition includes the following types of activities:

- seeking or holding political office;
- endorsing, soliciting votes, or demonstrating for a candidate, campaign, or political interest group;
- soliciting funds or attending fundraisers for a candidate, campaign, or political interest group;
- wearing campaign buttons or pins, placing bumper stickers on personal or Company vehicles, or erecting yard signs;
- "friending," "becoming a fan," "liking," "following," joining or otherwise publicly showing support for a political candidate, party, or interest group on a non-personal social media site (NOTE: these activities do not "show support" for a candidate, party, or interest group if the employee also friends, likes, follows, etc. the opposing candidate, party, or interest group);
- signing nomination/ qualification papers for a candidate or ballot initiative;

- serving as a delegate to a political convention, a member of a political party's committee, or a candidate's committee, and
- any other work for a candidate, campaign or political interest group, whether paid or unpaid, such as answering calls, placing calls, creating mailers, and setting up for a campaign event.

All News Personnel: The News Director, on-air personalities, producers, copyeditors, writers, and Multimedia Journalists (MMJs) may not engage in Active Partisan Politics at any time and at any place while employed by this Station. In exceptional circumstances, a Senior Officer of Gray or a Station's General Manager/Vice President may authorize a waiver of this Policy, and any such waiver must be written, granted in advance, specific to the individual circumstances, limited in duration, and conditioned on the employee also complying with the Requirements for All Personnel below.

Active Partisan Political activities by *spouses* of News Personnel should be immediately disclosed to the General Manager/Vice President, and, based upon such disclosure, consideration may be given to reassignment of duties or individual stories.

Certain Sales and Promotion Personnel: The General Sales Manager and any account executive, creative and promotions staff, and traffic staff involved in handling political advertising or creating news promotions must seek approval from the General Manager/Vice President *before* undertaking any Active Partisan Politics. Upon the General Manager/Vice President's approval, an employee may engage in Active Partisan Politics to the extent approved, subject to any reasonable restrictions imposed on such conduct by the General Manager/Vice President, and, in all cases, subject to the employee also complying with the Requirements for All Personnel below.

Requirements for All Personnel: A Station employee who is permitted to engage in Active Partisan Politics, either because he or she is not subject to the specific limitations above or because he or she has received a written waiver, must observe the following guidelines:

1. No employee may engage in any Active Partisan Politics (a) on Gray property, (b) on work time, or (c) to the extent that such activities inhibit the employee's performance of his or her job duties or adversely impact the Station's news gathering, marketing, sales, or other operations. No employee may write, produce, or otherwise handle any news story, advertising buy, or station promotion that in any way relates to an issue for which the employee is then engaged in Active Partisan Politics.
2. No employee may use Gray resources (such as computers, email, telephones, cameras, production software, business cards, and social media pages) while conducting Active Partisan Politics at any time.
3. No employee may identify himself or herself as a Gray or Station employee while engaging in Active Partisan Politics. This means that if the employee makes a personal appearance in connection with any political activity, or if he or she permits his or her

picture to be posted to a campaign website, the employee must not use or permit others to refer to Gray, this Station, or his or her title at the Station.

If questions arise in the interpretation of this policy, an employee should discuss the matter with his or her General Manager/Vice President before undertaking political activity.

SOCIAL MEDIA POLICY

The Company understands the importance of technology to our business. Social media, when used appropriately, can help build and strengthen relationships with viewers and communities, and, when sourced properly, social media can aid newsgathering efforts. The use of social media also carries some risks to Gray's business interests, employees' reputations, and, in rare cases, employees' personal safety. Even personal, off-duty use of social media can impact Gray's business, the public's perception of the Company and its television stations, and the personal safety and professional reputation of Gray's employees.

To minimize these risks, Gray and its television stations adopted this Policy concerning employee use, *for work purposes as well as personal and professional purposes*, of social media in all of its forms, including Facebook, Twitter, LinkedIn, Google+, and Pinterest, and all other electronic media such as e-mail, instant messaging, texting, blogs, podcasts, pictures, video, audio, and other multimedia communications. Gray expects all employees to adhere to the guidelines and policies outlined below when engaging in social media. Employees who have questions or are otherwise in doubt about how to proceed in a given situation, should consult with their supervisor.

A. Separating Work Accounts from Personal Accounts.

Gray supports employee use of social media for personal and professional reasons as well as for work purposes. At the same time, the Company is concerned about employees, especially on-air employees, using personal social media accounts to perform their job functions due to the risks that social media may present to personal safety and security. Employees should be careful about sharing personal information (such as the name of their neighborhood, how long they will be out of town on an assignment or vacation, the precise location from which they are reporting a story, pictures of their children or the names of their children's schools, etc.) with online "friends," "followers," "connections," and the like who do not know them personally. Likewise, personal interactions on social media accounts, while acceptable from a personal standpoint, in some circumstances may harm the Company's reputation for unbiased coverage of issues of public importance.

Work Accounts. For these reasons, it is Company Policy that:

- (1) The Company owns any social media accounts and related databases created by employees or by a Station for use primarily in the performance of employee job functions ("Work Accounts"). Employees retain ownership of all social media accounts not created for use primarily in the performance of employee job functions ("Personal Accounts").
- (2) All Work Accounts must be established with an official Company email account (for example, "jsmith@wctv6.com" or "j.jones@kktv.com"). Existing Work Accounts that were created with an email address other than a work email address should be transferred, converted, or re-registered with a work email address. In rare circumstances, a Station's News Director may permit an employee to use an

account registered to the employee personally for work purposes, provided that the employee agrees that such account will be subject to Section A(3) of this Policy.

- (3) During the duration of an employee's employment, the Station's News Director (or his or her designee) must be an administrator of and have access to the employee's Work Accounts. Work Accounts may be promoted via Station broadcasts, online or in any reasonable manner chosen by the Station. The Work Account also may contain Station branding and/or trademarks through Social News Desk or other mediums at the discretion of the Station and for the promotion of the Station.
- (4) At the conclusion of an employee's employment, the Station will disable the employee's Work Account(s) or transfer it to another Station employee.

Personal Accounts. Employees may use Personal Accounts to identify their affiliation with the Company and let people know where they work. Regardless of whether employees appear on-air or not, they may include the Station's logo in their Personal Accounts (such as a Facebook profile picture) so long as they work at the Station, but not after their employment with the Company has ended. To be clear, employees do not need to use the Station's logo, or otherwise disclose their relationship with the Station, in their Personal Accounts if they choose not to do so, with two exceptions. The two exceptions when employees may be required to identify themselves as Station employees in a Personal Account are addressed in the Company's Political Policy, which requires that employees identify themselves as Station employees in certain online interactions involving partisan political activities, and in the links they post online to Station content or a Company web channel (as discussed in the paragraph below).

In a personal capacity, employees may use their Personal Accounts to link to news stories, promotions, contests or other content that the Station placed on-line (including posting of stories or promotions that an employee created for the Station). To ensure compliance with Federal regulations, employees should not create a link from a personal blog, website, or other social networking site to a Company web channel without identifying themselves as an employee of the Company.

In addition, it is important that employees respect all copyright and other intellectual property laws when using Personal Accounts. For the Company's protection, as well as that of employees, employees should be careful to show proper respect for the laws governing copyright (including fair use of copyrighted material owned by others), trademarks, and other intellectual property, including the Company's own copyrights, trademarks, and brands. For example, while Gray encourages employees to link from their blog or Facebook timeline to a story on the Station's web channel, employees should not copy and paste the full text or video of the story on that blog or Facebook timeline. To be clear, other than linking to content that appears on the Station's web channel, employees may not post online or otherwise distribute any content created, filmed, or recorded for the Station's benefit (including out-takes) by any Station employee.

B. General Guidelines.

Gray understands that social media can be a fun and rewarding way for employees to share life and opinions with family, friends, and co-workers around the world. Obviously, use of social media also presents certain risks and carries with it certain responsibilities. Here are a few things all employees should keep in mind when using Work Accounts *and* Personal Accounts:

- ***Broadcast Standards Apply to Work Accounts.*** When employees use Work Account(s) (for example, a news employee being asked to post regular web channel content or a sales/marketing director promoting a contest or feature), the same rules apply to that content as would apply if the content was being broadcast on-air. Likewise, if employees post to a blog, comment on a Facebook page, or re-tweet using Work Account(s), the content must be appropriate for the Company's local television audience. For example, employees should not post pornographic material, or content that may be viewed as malicious, obscene, or threatening. If certain words or images cannot be broadcast because they may violate community norms, they likewise cannot be distributed via social media using a Work Account. For example, do not post content containing discriminatory remarks, vulgar, obscene, or sexually explicit language, or images that depict stereotypes or violate child pornography or child online privacy laws.
- ***Posts Are Public by Nature.*** It is always best to assume that anything posted on social media may become public. Even a post (or email or IM) that an employee intends to be private and viewed by only a limited group of people, may be forwarded to others, reposted, "shared," re-tweeted, or otherwise publicized. Employees have sole responsibility for what they post, and should be certain that what they post they intend to publicize to the world.
- ***Posts Are Permanent.*** Once information is posted on social media, employees should also assume that it will be permanent, even if they think they have deleted it. Something an employee posted may have been forwarded before the employee took it down. It is also possible that what an employee posted was archived and can be pulled up anyway.
- ***Gray Monitors Social Media for Business Purposes.*** Like most businesses, Gray sometimes monitors social media for comments about the Company. Employees should have no expectation of privacy in anything they post publicly or that becomes public. Anything posted using Company equipment, such as a Company computer, tablet, smart phone, email, or other system, is also subject to monitoring, removal, and editing at any time by the Company.
- ***Be Especially Mindful of Minors.*** Special legal rules cover employee responses to online communications **from individuals known to be under the age of 13**, whether from an employee's Personal Account or Work Account. If an employee receives a communication that the employee believes originated from a minor, the employee should notify his or her manager promptly.

- ***Partisan Political Activity Requires Special Consideration.*** As detailed in the Company’s Political Policy, a Station’s News Director, on-air personalities, producers, copy editors, writers, and MMJs are subject to certain stricter standards governing online and off-line partisan political activities. To be clear, such news personnel may only “follow” or “friend” a politician, candidate, political party or advocacy group if the purpose is to gather news for the Company. In these cases, the news employee also needs to “follow” or “friend” advocates from all sides of the same political race or issue (such as opposing parties, groups, or candidates) to ensure even-handed newsgathering and preserve the Station’s – and the news employee’s – reputation as an impartial provider of news for their community. News personnel follow newsmakers because they make news, not to join their public discussions. Consequently, news personnel should avoid interacting with newsmakers on their public pages – for instance, by commenting on their posts, even benign posts.
- ***Using Social Media to Gather News.*** Gray follows AP’s policy on soliciting opinions via social media for newsgathering: “Posts and tweets aimed at gathering opinions for a story for the Company must make clear that we are looking for voices on all sides of an issue.”

C. **Prohibited Conduct.**

Below are a few examples of things employees should not do online with either a Work Account *or* a Personal Account:

Violating Company Policy. Employee use of social media may not violate other Company policies, such as the Company’s discrimination and harassment policies and Company policy regarding political activities by Station employees.

- ***Revealing Confidential Information.*** Employee use of social media must maintain the confidentiality of Company Trade Secrets, Sensitive and Confidential Information. Trade Secrets, Sensitive, or Confidential information may include information regarding the development of systems, processes, products, know-how and technology. Employees should not post internal reports, procedures or other internal business-related confidential communications. Employees should also respect financial disclosure laws. It is illegal to communicate or give a “tip” on inside information to others so that they may buy or sell stocks or securities.
- ***Unauthorized Communications on Behalf of the Company.*** Employees should not give the impression that they are communicating on behalf of the Company or otherwise representing the Company in the content they post, unless they have been authorized to do so.
 - If an employee is posting something publicly ON AN ISSUE THAT MAY BE OF PUBLIC CONCERN and (i) the employee’s social media account discloses the employee’s relationship to the Company, or (ii) the post relates to the Company, any posting expressing a personal opinion must include the

following disclaimer: “*The statements and views expressed in this posting are my own and do not reflect those of [Station] or Gray Television.*”

- Employees should not create a link from a blog, website or other social networking site to a Company web channel unless they have disclosed that they work for Gray Television, Inc. or the Station.
- Employees should not communicate with the media on behalf of the Company unless they have been authorized to do so by a General Manager/Vice President. All inquiries from the media about a Station should be forwarded to the Station’s General Manager/Vice President, while all media inquiries about the Company should be forwarded to Gray’s President. This rule is not intended, however, to restrict employees from contacting or seeking help from a third party regarding their working conditions.
- Employees should not create or post to a website or social media account that improperly purports to be created, owned, or controlled by the Company. For example, an employee may not create a blog in the employee’s personal capacity that includes Station branding or trademarks and that falsely appears to serve as a platform managed by the Station’s News Department. Likewise, when an employee leaves his or her employment with the Company, the employee may not continue to use the Station’s branding on the employee’s social media account profiles, walls, or other platforms in a manner that suggests that the employee is employed by the Company.
- ***Engaging in Illegal Activity.*** Employees should be careful to avoid posting any information or conducting any activity that may violate local, state, or federal laws and regulations, such as:
 - Making public statements of fact about others (including Gray’s customers, suppliers, vendors or competitors, the employee’s co-workers and managers, or the Company) that the employee knows are factually untrue.
 - Violating child pornography or child online privacy laws.
 - Violating copyright, publicity right and other intellectual property laws. For the Company’s protection as well as employees, it is critical that employees show proper respect for the laws governing copyright (including fair use of copyrighted material owned by others), trademarks, and other intellectual property, including the Company’s own copyrights, trademarks, and brands. For example, employees should not use the trademarks of any other Company unless authorized to do so. When using material published by others, employees should be careful to give attribution for any material quoted or paraphrased, to avoid charges of plagiarism, and employees should be sure that their use of work published by others does not violate copyright laws. Also, employees may not post or otherwise distribute content created by the

Station, or otherwise created in connection with Station operations (such as interviews or portions of interviews the Station has chosen not to broadcast to the public). As noted above, however, employees may link to content actually broadcast, posted, or distributed electronically by the Station.

- Endorsing a product or service and receiving pay or other consideration from that Company without revealing that an employee has received compensation for the employee's comments or that the employee has a relationship with that Company. The FTC's Endorsement and Testimonial Guides also govern products, programs or services offered by the Company. Employees must clearly and conspicuously disclose that they work for the Station if they are endorsing the Station's programming or other products and services on a website, Facebook page, in a blog, tweet, or any other media.
- ***Disrespectful Behavior.*** The Company believes that work-related issues are more likely to be resolved by speaking directly to co-workers, or managers. Nevertheless, if an employee decides to post complaints or criticism about the Company's employees, managers, customers, vendors, services, products or competitors, the employee should not post personal insults, harassing, intimidating, malicious or threatening comments, obscene or pornographic material, or engage in any other conduct that would not be acceptable in the workplace. In other words, the employee should be as respectful of others (including managers and co-workers) on social media as the employee is expected to be at work. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, color, national origin, citizenship, sex, pregnancy, religion, age (age 40 and over), disability, sexual orientation, service in the uniformed services, or any other classification protected by federal, state, or local law.
- ***Accuracy & Honesty.*** Employees should make sure that they are accurate when posting information or news, and if a mistake is made, correct it quickly. Employees should be open about any previous posts they have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched.
- ***Concerted Action.*** The Company recognizes that social media is an effective avenue for employees to express workplace concerns. As such, nothing in this Policy is intended to limit employees' rights under the National Labor Relations Act.

D. Discipline and No Retaliation

Any employee who violates any of the guidelines stated in this Policy is subject to discipline, including possible termination of employment. The Company also prohibits taking adverse action against any employee for reporting a possible deviation from this Policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

INFORMATION TECHNOLOGY AND COMMUNICATIONS

Gray expends significant resources to provide a variety of information technology systems for the purpose of promoting its legitimate business interests. Employees should carefully review this guidance concerning Gray information technology systems in order to ensure that all individuals who use Gray's technology do so in a lawful, ethical, and proper manner. Access to Gray information technology systems is a privilege, not a right, and can be revoked or conditioned by Gray at its sole discretion.

Definition of Gray Information Technology Systems. This guidance applies, but is not limited, to all Gray-owned computer equipment, the network, software programs, remote access systems, e-mail, voicemail, video conferencing, facsimiles, telephone systems, electronic data, electronic data storage media and systems, other systems capable of storing or transmitting information, and any other systems, equipment, or media that are reasonably part of an information technology system owned or offered by Gray.

All information and data generated or gathered by an employee in the course of his or her employment and/or utilizing Gray information technology systems is the exclusive property of Gray and may also constitute confidential information.

Employees' General Duty of Care. The use of Gray's technology is subject to rules that are designed to ensure compliance with Gray's legal obligations and the promotion of its business interests. Any individual who uses Gray's technology must do so in a professional and appropriate manner that promotes Gray's business interests.

All individuals who use Gray's technology, regardless of point of access (i.e., from an office PC, home personal computer, laptop or other portable device, etc.), must comply with the guidance in this Handbook. A failure to comply should be immediately reported to the applicable General Manager or Vice President for appropriate disciplinary action up to and including termination.

An Employee's Privacy. A user of Gray's information technology systems cannot expect individual privacy rights to extend to work-related conduct or the use of equipment or systems owned by Gray. Although users have individual passwords to access various Gray systems, the availability of passwords does not create a right to personal privacy.

Deletion of data may not fully eliminate the information from Gray's information technology systems. Gray may maintain copies of information for backup purposes.

Gray reserves the right to access, review, copy, modify, delete or disclose systems data at any time and for any purpose, with or without advance notice to the employee, consistent with applicable law. Also, Gray reserves the right to use and disclose any electronic communications and any information or material it obtains from its network without the permission of, and without providing advance notice to, any individual, consistent with applicable law. This right includes the right to make disclosures to law enforcement officials.

Personal Use. Gray recognizes that users may make occasional and incidental use of Gray's technology for personal reasons. Such use should be infrequent and with the understanding that Gray does not guarantee your privacy when using Gray's information technology systems. All personal use must be strictly compliant with the guidance in this Handbook.

Gray's technology may not be used for soliciting or proselytizing for commercial ventures, religious causes or outside organizations, or for any other purpose that is not related to Gray's business without prior authorization from the appropriate General Manager or Vice President.

Specific Prohibitions. Users are prohibited from using Gray's technology in any way that, in Gray's sole judgment, is or may be construed to be disruptive, harassing, discriminatory, threatening, or offensive to others. Any material that violates this guidance may not be knowingly transmitted or stored using Gray's technology.

While it is not possible to provide an exhaustive list of every type of inappropriate use of Gray's technology, the following examples should offer some guidance:

- **Prohibitions Against Harassment and Discrimination.** Gray maintains strict policies against unlawful discrimination and harassment based on any characteristic protected by state or federal law. For example, Gray strictly prohibits the use of Gray's technology to create, store, send or invite a message or information that is threatening, harassing, or offensive on the basis of any legally protected characteristic, such as race, color, religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, or age. This includes off-color, sexual, or offensive information that involves or relates to such legally protected characteristics.
- **Prohibitions Against Offensive and Defamatory Conduct.** The use of Gray's technology to create, store, transmit or invite the receipt of offensive, defamatory, derogatory or harassing messages or information is strictly prohibited.
- **Prohibitions Against Sexually Suggestive Material.** In the absence of a legitimate Gray business purpose, the use of Gray's technology to create, display, store, transmit, publish, solicit, or purposely receive any pornographic, obscene, or sexually suggestive or explicit material is strictly prohibited.
- **Proprietary, Confidential and Trade Secret Information.** Users are strictly prohibited from using Gray's technology to alter, transmit, copy, download, or remove any Gray proprietary, confidential, trade secret or other sensitive information without proper authorization.
- **Conflicts of Interest.** Users may not use Gray's technology for any purpose that is damaging to or competitive with Gray, detrimental to its interests, or that creates an actual, potential, or apparent conflict of interest.
- **Trademarked, Patented or Copyrighted Information.** Users must comply with all laws and standards applicable to trademarks, copyrights, patents, and licenses to software and other online information. Most material that may be transmitted and

stored on computers, web sites or generally on computer networks is subject to protection by copyright law. Such material may include, for example, computer programs, newsletters, articles, photographs and other text and graphics. Copyright law prohibits users (subject to certain exceptions) from copying, transmitting, distributing, displaying and performing the copyrighted material without permission of the copyright owner. Violation may subject the employee and Gray to civil and, in some cases, criminal penalties. Use of Gray's technology to copy (such as by installing on a computer), transmit or perform any copyrighted material that is not created by Gray or its personnel, in any manner that violates a copyright of a third party, is prohibited and is beyond the scope of any user's employment.

Many uses of copyrighted material by Gray are within the scope of certain statutory copyright exceptions or licenses Gray has acquired. However, these are often complicated and technical. If an employee is not certain that he or she is using the material in a way that is consistent with such an exception or license, the employee may confirm his or her rights to take such action with the Gray legal department.

Certain activities create substantial risk of copyright liability and are prohibited with respect to materials not created by the employee or by Gray, absent express authorization from the Gray legal department. These include (i) downloading music or audiovisual works (such as movies) from the Internet, peer-to-peer networks, or similar networks or services; (ii) transmitting computer programs, newsletters, articles, photographs, music or audiovisual works, either within Gray or outside Gray, by e-mail or any similar service; and (iii) posting computer programs, newsletters, articles, photographs, music or audiovisual works on any announcement or similar database.

Proper Storage of Gray Data. All Gray data should be stored on the company's network where it may be centrally managed and protected. Data stored only on local hard-drives, CDs, or other portable storage devices is at risk and if damaged may not be recoverable. The storage of any data, including personal data, on a local hard drive, floppy disk, CD or other portable storage device, however, does not limit in any way Gray's reservation of its right to inspect said media, with or without advance notice to the user.

Proper Use of Software and Systems. It is Gray's goal to manage software and system use in order to provide a stable and reliable computing environment for all users of Gray information technology systems. All software shall be properly licensed and used in compliance with the software license agreement. Violations of software license agreements put Gray at risk and upon discovery are grounds for disciplinary action up to and including termination. In addition to the guidance and restrictions described in this Handbook, Gray reserves the right to establish other rules concerning software and system use as it deems necessary, at its sole discretion.

Approved Devices. To ensure the reliability and stability of the Gray network, only approved devices (computers, printers, terminals, peripherals, PDAs, etc.) may be connected to the network, or to any system connected to the network.

Portable Devices. A “portable device” is a laptop, notebook, personal digital assistant (PDA), smartphone or other hand-held computing device. Due to their small size and light weight, Gray-owned portable devices, as well as any approved portable device used by an employee in conjunction with any Gray information technology system, must receive extra care to prevent theft of and/or damage.

Proper Disposal. Prior to the disposal, sale, or donation to charity of Gray-owned equipment or software, all Gray-owned software must be uninstalled and Gray-owned data must be removed from any system. An employee must ensure that all data owned by Gray is wiped from his or her personal devices before disposing of them.

Protecting Against Viruses and Other Attacks Is Everyone’s Responsibility. Protection of Gray’s data is vital to the uninterrupted flow of business, and is the responsibility of every user. Some viruses, malware and other malicious code tamper with, steal or destroy data; others can cause servers and systems to crash. While Gray has mechanisms in place to protect its data from malware, no mechanism is perfect. It is, therefore, essential that each user be vigilant about opening e-mail attachments, transporting CDs, USB devices and other media to and from locations outside the office, and transferring files via remote access from home. Files with extensions like “.exe” or “.zip” are potential threats. Consequently, an employee should contact the Gray Help Desk or station Chief Engineer immediately with any questions about an e-mail attachment, file or other potential security concern.

Protection of Confidential Information. Confidential information should never be sent, forwarded, or disclosed to outside individuals or companies not authorized to receive that information, or to other persons within Gray who do not have a need to know.

Confidential and proprietary information about Gray is stored on Gray’s network. It is expected that users will locate and access, or attempt to locate and access, only that information which is necessary to properly and legitimately conduct their business. Having the ability to read a file that does not belong to you does not give you permission to do so. Any user who without authority intentionally destroys, erases or alters data stored in any part of Gray’s computer network will be disciplined up to and including termination. Searching for and/or accessing data belonging to Gray or stored on Gray’s systems for which a user does not have a legitimate business need shall result in disciplinary action, up to and including termination.

Password Security and Integrity. Users are responsible for all use of their voicemail, e-mail and network accounts and for protecting their passwords. Users are prohibited from disclosing their network passwords to other individuals except as expressly authorized. Exceptions to this rule would be secretarial access or to information technology staff for access required to perform necessary maintenance or fulfill a user request. Unauthorized use of any accounts should be reported immediately to the Gray Help Desk.

Password protection should be enabled on all portable devices, such as smartphones, that contain Gray information.

E-Mail/Text Precautions. E-mail and texting (short message service (SMS)) should be considered formal media similar to an official business memo or letter. E-mail and text message

contents should reflect the same sound judgment and level of responsibility that would be exercised when sending letters on Gray letterhead. An employee, therefore, should use extreme care when sending an e-mail or text message to ensure that the message is addressed only to the individual or individuals for whom the message is intended. Likewise, recipients should be careful when they reply to or copy any e-mail message. If a user inadvertently sends confidential information to an entire list instead of the one intended party, the message will be sent instantaneously, and there is no guarantee that the employee will be able to delete or edit the message before it is posted.

Concerted Activity. Nothing in this Policy is intended to limit employees' rights under the National Labor Relations Act.

ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge receipt of my personal copy of the Gray Television, Inc. Employee Handbook. I understand that this handbook supersedes any previous handbook or policy of the Company and that it is my personal responsibility to read and become familiar with the contents of the handbook and to comply with the policies and rules set forth in the handbook.

I understand that the information contained in the handbook represents guidelines only, and the Company reserves the right to unilaterally modify this handbook or the benefits described therein or amend, terminate or interpret the policies, procedures, or employee benefit programs at any time or to require and/or increase contributions towards these benefit programs. I also understand that the handbook, including its policies, rules and benefits, is not intended to be or deemed to constitute, an employment contract, express or implied.

I understand that Gray retains the right to monitor the business use of its electronic equipment, and I consent to that use.

I further acknowledge that my employment is at will and may be terminated at any time with or without advance notice, and with or without reason or cause by me or the Company, except to the extent that I have entered into an express employment agreement (or “personal services contract”) executed by myself and either the President or a General Manager/Vice President of Gray (including one of its subsidiaries) and only for the duration of that contract.

EMPLOYEE’S SIGNATURE: _____

EMPLOYEE’S NAME (printed): _____

DATE: _____