



Local 53 • 1918 West Burbank Boulevard • Burbank, California 91506 • (818) 846-0490
Fax (818) 846-2306

October 29, 2014

Dear NABET-CWA KTTV Engineering Brothers and Sisters,

Your bargaining committee is taking the unusual approach of asking the membership of the KTTV Engineering unit to ratify a proposal before it has been accepted by the Company. We are doing this because we believe it will have a better chance of being accepted by the Company in light of the previously rejected tentative agreements from November 2012 and June 2013.

With that in mind, and after a lot of discussion and consultation amongst ourselves and with the local 53 leadership, legal counsel and sector leadership, your bargaining committee is requesting that the membership in the KTTV Engineering Unit ratify the previous tentative agreement from June 2013. If this proposal is accepted by the bargaining unit, we will then present it to KTTV as a pre-ratified proposal and if accepted by the Company, we will have a three year new collective bargaining agreement.

Although the June 2013 tentative agreement is not the kind of contract we believe you deserve, it is significantly better than the terms and conditions that were implemented by the Company since July of 2013. Moreover, it is considerably better than the terms and conditions the Company recently has been proposing during off-the-record discussions.

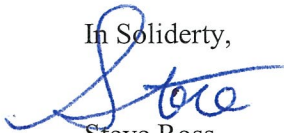
The exact terms and conditions of the proposal are available for review and consideration on the Local 53 website and copies will be available at the ratification vote. Please remember that this is a proposal and will need to be accepted by the Company in order for it to become binding on the parties. In the event it is not accepted by the Company, we will still be bound by the implemented terms and conditions we are working under now.

If you have any questions or concerns, please contact a member of the bargaining committee and/or present them at the ratification meeting as follows:

DATE: Wednesday, November 5, 201
TIME: 10:30 a.m. to 3:00 p.m.
(Stop by when your schedule allows, you do not have to be there all day)
PLACE: El Torito Restaurant
3360 Ocean Park Blvd
Santa Monica, CA

If you are unable to make it to the meeting you can vote at the local 53 office on Monday, November 3rd and Tuesday, November, 4th from 9a to 5p.

In Solidarity,


Steve Ross
PRESIDENT

SR:tlj
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KTTV/KCOP Mbr Ltr 10-29-14.doc

KTTV-FOX & NABET-CWA Local 53
Tentative Agreement Summary for Engineering Agreement

1. Term – 3 years from ratification.
2. Wages – 4.5% *decrease* upon ratification – 1.25% increase 24 months after ratification (beginning of last year of contract).
3. Daily Hire Premium – No change to current upgrade, remains at 20% above hourly rate.
4. Daily Hire Flex Plan – Increase in Company contribution from 8% to 8.5% effective 12 months after ratification and to 9% effective 24 months after ratification.
5. Vacation – Elimination of 6th week of vacation starting in 2015.
6. Vacation – Beginning in 2015, 1 week of vacation may be used as single days.
7. Work Day-Meal Period – No change to current contract. 8 hour paid day, 7 hours of work with 1 hour paid meal period – No change to meal penalties.
8. Shift Differential – No change to current contract premium or applicable hours.
9. Holidays – No change to current contract premium or number of holidays.
10. IA Cross Utilization Sideletter – Revise current contract sideletter to provide five day period to allow any out of balance use of IA employees to be balanced with NABET employees (see contract document for language).
11. All other changes included in contract mark-up document.
12. NABET-CWA Bargaining Committee and Local 53 Leadership unanimously recommends the package for ratification.

Union Comprehensive Package Proposal
Fox Television Stations, Inc. (KTTV/KCOP) and NABET-CWA Local 53 Negotiations
Engineering Unit
May 17, 2013

ENGINEERING AGREEMENT BETWEEN
KTTV/KCOP AND NABET-CWA LOCAL 53

Agreement, dated as of ~~July 1, 2008~~ **July 1, 2011** by and between the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, with offices at 501 Third Street, N.W., Washington, D.C. 20001 ("Union") and Fox Television Stations, Inc., and KCOP Television, Inc. ("Company") which owns and operates Stations KTTV and KCOP, located at 1999 South Bundy Drive, Los Angeles, California, 90025 ("Station").

BASIC PRINCIPLES

It is the intent and purpose of the Union and the Company to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, and provide procedure for prompt, equitable adjustment of grievances to the end that there will be no work stoppages, strikes, interruptions or other interferences with the operations of the Company during the term of this Agreement.

ARTICLE I
SCOPE OF UNIT AND RECOGNITION

Section 1.01

Employees Covered

- (a) This Agreement shall apply to all persons employed by the Company for KTTV/KCOP to perform the services set forth in Trade Jurisdiction (Section 6.02) within the area (Section 6.01), except four (4) named Engineering Management personnel at KTTV/KCOP (a list of whom shall be provided to the Union by KTTV/KCOP and which list may be changed by Management - with notice to the Union, from time to time) who may perform such services:
- (i) for the purposes of training Engineers, provided that no equipment may be used for training purposes which at the time of use for such training is being used for live or recorded broadcast purposes or is on standby for broadcast purposes;
 - (ii) for the purpose of evaluation and testing of equipment; and
 - (iii) **in the event of a local or national emergency; and**
 - (iv) in the event of a broadcast emergency, which is defined as any event which may, in the judgement of the Engineering Manager, result in an on-air discrepancy, and during which such services may be performed at any time, including live on-air.

An Engineering Manager may only perform such services ~~within five (5) minutes of an anticipated~~ **when an emergency is anticipated** and during the duration and immediate aftermath of the emergency.

Additionally, such named Engineering Management may be trained by Engineers on equipment within the Trade Jurisdiction (Section 6.02) for the sole purpose of familiarizing such individuals with the operation of the equipment. Included in such familiarization may be the operation of such equipment by the individuals being trained. No equipment may be used for training purposes which at the time of use for such training is being used for live or recorded broadcast purposes or is on standby for broadcast purposes. Such training shall not be done within ninety (90) calendar days of expiration of this Agreement.

- (b) All employees to whom this Agreement applies are herein collectively called "Engineers." The categories of Engineers for the purposes of this Agreement, when it is intended to differentiate among the Engineers, are as follows:

(i) Probationary Engineers

Probationary Engineers are Engineers hired as such who have been employed as Probationary Engineers for less than one (1) year. The Company may waive or shorten the probationary period, including such periods for Engineers previously hired by the Company as Daily Engineers. **The employment of Probationary Engineers may be terminated without recourse to the grievance and arbitration procedures. (inserted from 16.01)**

(ii) Vacation Relief Engineers

~~Vacation Relief Engineers are Engineers who replace Engineers who are on vacation or leaves of absence, or who are employed for not more than two (2) weeks of training prior to replacing such Engineers. It is understood that there may be periods during the period specified in Section 11.01(a) not exceeding two (2) consecutive weeks each during which Vacation Relief Engineers are employed but no Regular Engineers are on vacation.~~

(iii) Daily Engineers

Daily Engineers are Engineers who are employed on a daily basis to perform duties in accordance with Section 16.03 hereof.

(iv) Regular Engineers

All other Engineers are Regular Engineers.

The Company shall notify the Engineer, with a copy to the Union, prior to the first day of work, wherever practicable, but in no event later than five (5) days following the first day of work, as to whether he/she is employed as a Regular, Probationary, **Vacation Relief**, and Daily Engineer and his/her salary.

~~The Company shall post notice of any opportunities for employment in Regular, Probationary, or Vacation Relief positions in the classifications covered by this Agreement. Such posting shall be for a minimum of seven (7) calendar days. A copy of the notice shall be sent to the President of the Local Union concurrent with the posting. In emergency situations, verbal notice followed by written confirmation shall suffice. In filling vacancies in any classification covered by this Agreement, the Company will give first consideration to Daily Engineers who apply to fill such vacancies.~~ **The Company agrees to post open staff jobs online and on the Company bulletin board.**

Section 1.02

Recognition

The Company hereby recognizes the Union as the sole and exclusive bargaining agent for Engineers in all matters relating to rates of pay, hours of work, and other conditions of employment.

ARTICLE II **UNION SECURITY**

Section 2.01

Union Shop

Subject to the provisions of the Labor Management Relations Act of 1947, as amended, as a condition of continued employment, all Engineers shall be or become members of the Union within thirty-one (31) days following the beginning of employment or the date upon which this Agreement is executed, whichever is later. The Station will, within seven (7) working days, excluding Saturdays, Sundays and holidays, after receipt of notice from the Union, discharge any Engineer who is not in good standing in the Union by reason of having failed to tender uniform initiation fees or membership dues, as required.

Section 2.02

Non-Discrimination

The Company will not discriminate against any Employee for anything said, written or done in furtherance of the policies and aims of the Union, which acts of the Employees are in accordance with the provisions of the Labor Management Relations Act of 1947, as amended. The Company and the Union recognize their obligation that the provisions of this Agreement be applied in accordance with those federal and state laws, regulations and orders relating to race, color, religious creed, sex, sexual orientation, marital status, age, national origin, veteran status, disability, ancestry, pregnancy, and medical condition. Allegations of violations of this paragraph shall be grievable but not arbitrable.

Section 2.03

Inspection

Representatives of the Union may within reason carry on investigations pertaining to the terms and provisions of this Agreement at any location where the Company is operating without special permission from the Company, and free from interference by the Company. Such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere with the normal operation of the Company.

Section 2.04

Check-off

- (a) Upon receipt of a signed authorization of the Engineer involved in the form set forth in (d), the Company shall deduct from the Engineer's paycheck the Union initiation fee, the amount of which shall not be unreasonable, and the dues payable by him/her to the Union during the period provided for in said authorization.
- (b) Deductions shall be made on account of initiation fees from the pay of the Engineer after receipt of the authorization, using the same time considerations outlined in (c) below. Deductions shall be made on account of Union dues from the first paycheck of the Engineer after receipt of the authorization and weekly thereafter. Deductions of Union dues shall not be made from severance pay.
- (c) Deductions for initiation fees and dues shall be calculated by the Station no later than the twentieth (20th) day of the month following the deductions, shall include all deductions made in the previous month, and shall be submitted to the Union thereafter. The Company shall furnish the Union monthly with a record, by name, of those for whom deductions have been made and the total amount of each deduction.
- (d) The parties agree that the check-off authorizations shall be in the following form:

Name _____ Dept. _____
(Please Print)

~~I hereby authorize Fox Television Stations, Inc. to deduct weekly from my wages a sum equal to one and one third percent (1-1/3%) of my total earnings for the previous weekly period including all overtime and penalty payments on account of membership dues in NABET. I further authorize the Company when notified in writing to do so by the Local Union in the area involved to deduct from my wages on account of Union Initiation Fee, the sum of _____ Dollars which shall be paid (provide for period and number of payments). I further authorize the Company when notified in writing to do so by the Local Union to deduct from my wages on account of dues payable to the Local Union (provide for amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET and are to be remitted by the Company to the Union.~~

~~I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between Fox Television Stations, Inc. (KTTV/KCOP) and NABET, whichever occurs sooner.~~

~~This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within thirty (30) days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by registered mail to the Company and the Union within such thirty (30) day period.~~

Signature _____ Date _____

Name _____ Dept. _____

(Please Print)

Social Security # _____

I hereby authorize Fox Television Stations, Inc. to deduct weekly from my wages a sum equal to one and one-third percent (1-1/3%) of my total earnings for the previous weekly period including all overtime and penalty payments on account of membership dues in NABET-CWA. I further authorize the Company when notified in writing to do so by the Local Union in the area involved to deduct from my wages on account of Union Initiation Fee, the sum of _____ Dollars which shall be paid 5% OF GROSS EACH CHECK UNTIL PAID IN FULL (provide for the period and number of payments). I further authorize the Company when notified in writing to do so by the Local Union to deduct from my wages on account of dues payable to the Local Union _____ (provide for the amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET-CWA and are to be remitted by the Company to the Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between Fox Television Stations, Inc. (KTTV) and NABET-CWA, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within thirty (30) days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by registered mail to the Company and to the Union within such thirty (30) day period.

Signature _____ Date _____

☐

Initial box to authorize Payroll deduction of INITIATION FEE balance in the amount of 5% of gross each paycheck until paid in full. (The office will enter the amount after adjustments have been made for 10% down payment and discounts if applicable.)

ARTICLE III **MANAGEMENT RIGHTS**

Section 3.01

Management Rights

In addition to its other rights, the operation of the Company, the assignment of work to be performed, the determination of the number of Engineers necessary to operate the Company and

the planning and control of operations, are rights which are vested solely in the Company; provided, however, no management right shall be exercised in derogation of the express terms and provisions of this Agreement.

ARTICLE IV **NO STRIKE-NO LOCKOUT**

Section 4.01

No Strike

The Union, its agents and the Engineers it represents agree that, during the term of this Agreement, there shall be no strike (including sympathy strikes), work stoppage, slowdown, or refusal to perform work, nor any other interference with the operations of the Company, nor any picketing nor any refusal to enter upon the Company's premises, for any reason or in connection with any grievance or dispute, whether arbitrable under this Agreement or not.

In addition to all remedies available to the Company, in any case where conduct occurs in violation of this Section, the Union will promptly take every necessary action to bring about a termination of such conduct.

The Company agrees that it will not assign Engineers covered by this Agreement to perform the duties of NABET-represented employees of KTTV/KCOP and/or Fox Digital who are on strike.

Section 4.02

No Lockout

There shall be no lockout of Engineers by the Company during the term of this Agreement.

ARTICLE V **SETTLEMENT OF DISPUTES**

Section 5.01

Grievance and Arbitration

All controversies and disputes arising under the Agreement ("grievances") are to be settled by the following procedures:

Step 1 - The aggrieved party will notify the designated Company representative or the Union Steward, as the case may be, and such persons shall meet within forty-eight (48) hours (excluding Saturdays, Sundays and Holidays), in an attempt to settle the grievance.

Step 2 - If such persons cannot settle the grievance, then it shall be reduced to writing and the aggrieved party shall file such writing with the other party not later than sixty (60) calendar days from the date the aggrieved party first became aware of, or should have become aware of with the exercise of reasonable diligence, the alleged violation of the Agreement. The respective Grievance Committees of the parties shall meet within five (5) days (excluding Saturdays, Sundays and Holidays) of the receipt of such a written grievance and attempt to settle it.

Step 3 - In the event that the Grievance Committees do not meet within five (5) days as specified in Step Number Two, or such Committees do not settle the grievance within ten

(10) days after the initial meeting, then either party may demand arbitration of the grievance unless either or both of the above time periods have been extended by mutual agreement. The demand for arbitration shall be in writing and state the Section of the Agreement alleged to have been violated. The parties will attempt to mutually agree on an arbitrator; if they are unable to mutually agree, then American Arbitration Association procedures for selecting an arbitrator will be used. The arbitration shall be conducted in Los Angeles, California, by a single arbitrator pursuant to the then-obtaining Voluntary Labor Arbitration Rules of the American Arbitration Association, with each party bearing half the costs and expenses of the arbitrator. The arbitrator shall not have any authority, power or right to alter, amend, change, modify, add to or subtract from any of the terms and provisions of this Agreement, nor to award any monetary damages for a period prior to ninety (90) days from the institution of Step Number One of the grievance procedure.

Step 4 - Any grievance not resolved within six (6) months of filing shall either be slated for arbitration as soon as possible after the six (6) month anniversary or be considered withdrawn.

Section 5.02

Compliance

In the event that either party shall fail or refuse to comply with a final arbitration award after sixty (60) days from the date it is rendered and such arbitration award is not set aside by a court or administrative agency of competent jurisdiction within such sixty (60) day period, then the other party shall not be bound by the provisions of Section 4.01.

Section 5.03

Grievance Committee Members

There shall be one Grievance Committee for KTTV/KCOP. Engineers, not exceeding two (2), on the Grievance Committee will not suffer any loss of wages by reason of attending grievance meetings between the parties.

ARTICLE VI **JURISDICTION**

Section 6.01

Area Jurisdiction

- (a) The area jurisdiction ("Area") for KTTV/KCOP, KTTV-DT and KCOP-DT (Digital Transmission) for the Engineers for the work set forth in Section 6.02 shall be ~~the State of California, except:~~ **limited to the following counties: San Luis Obispo, Kern, San Bernadino, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego and Imperial.**
- (i) ~~for the area within a radius of fifty (50) miles from any other Company owned and operated station;~~
- (ii) ~~the Station may broadcast programs or any other material controlled by other than the Station and which is not exclusively used by the Station and shall not be required to assign Engineers to the pick-up of such programs or material. Additionally, the Station shall not be obligated to use its Engineers on programs~~

exclusively used by the Station where the Station has entered into a license agreement with an independent third party when such independent third party retains the underlying copyright. Further, the Station shall not be obligated to use its Engineers on programs exclusively used by the Station for which the Station purchases the underlying copyright from an independent third party. Such programs shall not be subcontracted by the Station to an independent third party for the purpose of evading contractual obligations with the Union. Upon request from the Union, the Station will provide to the Union a copy of any license, copyright or production agreement with an independent third party. The Station will not lease or otherwise provide any of its technical equipment for such programs, unless sufficient numbers of Engineers are assigned to operate such equipment. This Subsection shall not apply to programs or material produced on the Station's premises;

(iii) — for an inter-city microwave relay network consisting of two (2) or more stations including the Station. (In such event, the Area for the purposes of maintaining and operating such microwave equipment shall be seventy five (75) air miles from the main studio of the Station.);

(iv) — for telephone company microwave relay equipment, wherever located. Additionally, within a seventy five (75) mile radius from KTTV/KCOP, the Station may utilize leased equipment such as satellite trucks. Operation of such equipment within the seventy five (75) mile radius shall be within the trade jurisdiction of this Agreement, except if such equipment is leased from any other company licensed as a common carrier and the equipment is utilized in accordance with past practice regarding telephone company equipment within such seventy five (75) miles. Such past practice includes Dodger games, Rose Parade, election coverage, etc., is understood to exclude routine, everyday coverage of news, but includes unusual news circumstances (e.g., the O.J. Simpson verdict) where all of the Station's equipment is in use. It is understood that common carriers include, but may not be limited to, satellite, microwave, telephone line and fiber optic methods of transmission;

(v) — where the Station cannot obtain access to the point of pick-up, the Station may broadcast any program or program material without assigning an Engineer to the pick-up. The Station will notify the Union of its intended utilization of this Item (v) prior to the broadcast and will make available to the Union a copy of a contract, or in the absence of such, appropriate information and documentation supporting its claim to "no access";

Section 6.02

Trade Jurisdiction

The trade jurisdiction of this Agreement shall include the work of Engineers within the area **identified in Section 6.01 above** engaged in:

(a) The installation, operation, removal, maintenance and repair of:

- (i) technical and engineering operational equipment for broadcasting and rehearsal for broadcasting; and technical and engineering operational equipment normally operated by Engineers for broadcast purposes, when such equipment is being used for the production of promotional material, pilots, auditions, cable TV, closed-circuit presentations, digital transmissions and satellite operations;
- (ii) videotape equipment including modifying the same, except that IATSE-represented "film editors" may, as at present, operate such videotape or other electronic medium equipment solely for screening for continuity (including timing) and artistic editing decisions no matter where such equipment is located. The cutting and splicing of videotape shall be done by Engineers on the videotape equipment used for recording and playback by the Station; however, the Station may assign to the "film editors" videotape equipment or other equipment (no matter where such equipment is located) which may be used for screening for continuity (including timing) and artistic editing. Only Engineers will record, re-record, dub, electronically cue, electronically edit or erase on such equipment.

In addition to the foregoing, Engineers shall operate the technical equipment on all programs produced by the Station, including those which are converted from live or film to videotape, when they would otherwise normally handle such equipment, and on programs produced by others for the Station if the Station has the basic underlying property rights to the programs, subcontracts the production of such programs to others and it is possible to use the Engineers. Videotape copies of programs made by the Station, the duplication of which, if any, is controlled by the Station, shall be made by Engineers except when the Station has such videotape copies made by a copying organization specifically equipped to make multiple videotape copies;

- (iii) electronic timing (other than digital clocks), sequencing and storage equipment used in television broadcasting or rebroadcasting, recording or re-recording, except that others, as well as Engineers, may perform such non-engineering work as may be required in connection with the preparation and storage of information on memory units, including punch tape, punch cards, electrical storage and sequencing devices, computer-type equipment, and magnetic storage equipment provided:
 - 1. such information is inserted into equipment which is at that time located other than in operating areas; and
 - 2. at the time such equipment is being used in connection with a program which is then on-the-air or being videotaped, any physical insertion or removal of the memory devices into the equipment or manual operation of the equipment will be performed by Engineers;

~~(iv) projection equipment used for broadcasting or rehearsal for broadcasting, and projection equipment normally operated by Engineers for broadcast purposes, when such equipment is being used for the production of pilots, auditions, cable TV, closed circuit presentations, satellite operations, seminars, rehearsals, video~~

~~cassettes, video discs and teleconferences;~~

- (v) any apparatus by means of which electricity and/or light is applied in the transmission or transference, production, or reproduction of voice, sound and/or visual images, including the combination electronic motion picture or “slave” camera.
- (vi) New equipment installed by subcontractors under Section 6.05 shall be connected to the system of other engineering-operated equipment by Engineers, unless the Company requests and the Union grants a waiver because of the complexity, specialization or magnitude of the connection or because the Company is unable to hire bargaining unit personnel after requesting the Union refer qualified applicants. Such waiver requests shall not unreasonably be denied. **[See also Section 6.05]**
- ~~(vii) — In the event KTTV/KCOP sets up a news bureau(s) outside of the metropolitan Los Angeles area but within the State of California, any work performed in conjunction with the news bureau(s) will be performed by Engineers so long as such work is otherwise within the trade jurisdiction of this Agreement.~~

~~(b) — The performance of film make-up work.~~

~~Others as well as Engineers, may perform experimental work. The Station may continue its past and present practices with respect to manufacturers’ representatives. Engineers will normally accompany such manufacturers’ representatives unless such assignment serves no useful purpose.~~

~~Engineers shall perform duties consistent with and related to work of the character described in this Section.~~

Notwithstanding anything which may be contained in this Section 6.02, the installation, operation, removal, maintenance and repair of:

- (i) computer-type equipment; and
- (ii) interface equipment located other than in Master Control;

may be performed by a manufacturer, its representative, or a qualified specialist, as well as by Engineers.

(c) Exceptions to Jurisdiction

Notwithstanding any provision of this Agreement to the contrary, persons other than Engineers, as well as Engineers, may perform the following duties:

- (i) The operation, other than in areas of the Station where such equipment is normally operated by Engineers, of portable audio recorder and portable audio transmitters, receivers and playback equipment; in addition, Staff Announcers

may operate a single input self-contained audio recorder of any type for the sole purpose of recording voice-over announcements to be broadcast at any time directly on the Station from audio tape.

- (ii) The operation of videotape or other electronic medium recording equipment, in other than areas of the Station where such equipment is normally operated by Engineers, for any purpose other than the recording of program material, which material is to be broadcast by any station or recording of other material on the premises of the Station with SMPTE Code for purposes of editing of program material, which program material is to be broadcast by any station.
- (iii) ~~The operation of videotape or other electronic medium playback equipment, other than in areas of the Station where such equipment is normally operated by Engineers, for any purpose other than live or delayed broadcast to air by the Station, or the playback of other material on the premises of the Station, when such other material is actually being used for electronic editing of program material, which program material is to be broadcast by any station. Further, this exception includes low resolution screening on any equipment which may exist as part of disk based audio/video storage devices regardless of whether such equipment is part of the television broadcast system and regardless of where such equipment is located.~~ **Note that the Company is willing to eliminate the language contained in this section on the basis of the existing non-linear editing language contained elsewhere in the CBA.**
- (iv) The recording and dubbing of audio news material of any nature originating outside the Station's news studio other than in areas of the Station where such recording and dubbing equipment is normally operated by Engineers.
- (v) The operation of emergency video and/or audio cut-off switches in connection with programs.
- (vi) The operation of push-to-talk switches for microphones.
- (vii) The operation of projection equipment located other than in areas of the Station where such equipment is normally operated by Engineers, for film, slides or any other material, other than for direct or delayed projection to air.
- (viii) The moving, transportation and storage of technical equipment of every kind and nature and the removal of technical equipment of every kind and nature which is no longer being used by the Station for broadcast purposes ~~(however, an Engineer shall be assigned to the removal of such technical equipment from Engineering operational areas of the Station).~~
- (ix) The performance of duties of a chauffeur/mechanic for Engineering Department vehicles shall be in accordance with past practices.
- (x) The performance of such duties as may be required in connection with preparation and storage of information on memory units, including punch tape, punch cards,

electrical storage and sequencing devices, computer-type equipment and magnetic storage equipment, such as character generators and graphic generators, storage of information on tape and recording and switching in connection with graphics at any time and in any location. In designated Graphics areas of the Station Graphics work stations may have routing control for video and key inputs and outputs, fixed camera for graphics only, character generator, video manipulation equipment, such as but not limited to switchers and DVE's, recording/playback equipment in any current or future format and any other equipment which may be required in the production of graphics. Graphic Artists may operate any and all equipment in graphic areas for composition and review with no limitations, except that when the Graphics composition process is of sufficient complexity that it requires the assignment of one (1) or more additional employees, the additional employees shall be Engineers. Graphics produced under this Subsection (x) shall not be switched directly to air by other than employees covered by this Agreement. (See Sideletter I re: Electronic Graphics)

The exercise of this exception shall not result in a layoff of employees covered by this Agreement.

- (xi) **Anchors, Reporters and News Assistants may operate any teleprompter system for themselves or others, provided that the operation for others shall not be as a stand alone teleprompter operator unless the stand alone operator is a News Assistant. An Engineer will continue to load and activate the teleprompter. Additionally,** the operation of rented or leased teleprompters and other specialized stage equipment (e.g., barber boom, steadicam), excluding cameras, provided that the rental or lease agreement requires operation by the renter's or lessor's employee. The Station agrees that it will not rent or lease equipment for the sole purpose of evading its obligations under this Agreement. Upon request, the Company will provide to the Union a copy of the applicable rent or lease agreements.
- (xii) Drafting work other than that required for schematic wiring, i.e. patch bays.
- (xiii) Pool feeds for news.
- (xiv) In the event of a news emergency, one (1) designated Manager in the News Department may record any feeds (e.g., CNN, micro van, satellite) coming into the News Department.
- (xv) The recording and playback of auditions, rehearsals and other non-air related activities in rehearsal halls. Such recording and playback must be on non-broadcast quality equipment and not be used for broadcast purposes.
- ~~(xvi) Beyond a one hundred (100) mile radius from KTTV/KCOP's main studio and beyond a twenty-five (25) mile radius from any KTTV/KCOP news bureau, KTTV/KCOP may, on occasion, utilize individuals other than Engineers to perform news editing and microwave transmission for breaking news stories. If such coverage extends beyond a twenty-four (24) hour period, Engineer personnel~~

will be assigned.

Deleted based upon proposal in Section 6.01.

- (xvii) KTTV/KCOP may utilize any material for the purpose of augmenting the news from any source, without restriction.
- (xviii) The operation of videotape machines or other equipment, regardless of the medium, in or proximate to news gathering vehicles, by KTTV/KCOP News Reporters and by NABET-represented employees assigned to field producing duties for the purposes of (playback only) screening.
- (xix) KTTV/KCOP may allow non-KTTV/KCOP individuals from Fox owned and operated and/or affiliate stations to use KTTV/KCOP's edit bays in order to edit news for such station's use and such material may not be used for broadcast on KTTV/KCOP. Such practice may not occur for more than six (6) days in any month.
- (xx) In the KTTV/KCOP Newsroom, NABET shall have exclusive jurisdiction to shoot on the anchor desk. In the remainder of the Newsroom, either Engineers or IATSE-represented News Photographers may shoot. Only Engineers may shoot in technical areas in or adjacent to the Newsroom such as TOC, record room, edit booths, playback room, control room.

~~(xxi) KTTV/KCOP IATSE-represented News Photographers may perform editing functions in Sacramento, in conjunction with a news photography assignment, and no Engineer need be assigned.~~

Delete on the basis of the cross-utilization sideletter.

- (xxii) The performance of any work on film, other than film make-up work as stated in Section 6.02(b).
- ~~(xxiii) Teleprompter duties may be performed by a News Assistant (covered under the NABET News Agreement at KTTV/KCOP).~~
- (xxiv) Ingest onto a server or central server may be performed by Employees covered under this Agreement, employees covered under the NABET News Agreement, employees covered under the IATSE Local 600 Agreement and Reporters covered under the AFTRA Agreement at KTTV/KCOP. Such ingesting is limited to material in which the aforementioned employees are assigned. Any ingesting of material (by employees other than those covered by this Agreement) will not be performed at an Engineer's individual work station. The ingesting of material herein will not be the direct cause of any bargaining unit reductions.

The failure to include in this Subsection 6.02(c) any other exception to Engineers' jurisdiction expressly set forth elsewhere in this Agreement shall in no way diminish the force and effect of such non-included exception.

- (d) It is understood that nothing in this Agreement shall prevent the Station from broadcasting for promotional purposes material originally recorded on portable electronic equipment by persons other than Engineers, provided that such material is recorded in direct connection with and incidental to actual news coverage and not more than four (4) minutes of such material from each event shall be broadcast on non-news programs. In no event may such material be recorded on the property of the Company.

Section 6.03

New Equipment

- (a) In the event the Station introduces machinery or equipment after June 1, 1994, which machinery or equipment replaces, substitutes for, or, if the new machinery or equipment is of the same nature as that being used, operated and maintained by Engineers, supplements the machinery or the equipment then being used, operated and maintained by Engineers, then the Station will negotiate in good faith, insofar as is applicable, for the use, operation and maintenance of such machinery and equipment by the Engineers.
- (b) Any substantial change in the working conditions of the Engineers assigned to such equipment or machinery because of paragraph (a) above will be mutually considered by the Union and the Station, and if as the result of such change, the work of such Engineer becomes more difficult or onerous, the Station and the Union will negotiate a different wage rate for the performance of such work.

Section 6.04

Transfer of Operations

The Company will not transfer any of the operations covered by this Agreement to any subsidiary for the purpose of evading its obligations hereunder.

Section 6.05

Subcontracting

The Company may subcontract work covered by the Agreement for purposes of designing and installing new equipment. When practicable, the Company shall meet and discuss with the Union prior to any subcontracting work. **[See also Section 6.02 (c)(vi)]**

Section 6.06

Other Duties

Any Engineer covered under this Agreement may be assigned to perform any duties as assigned by the Stations, for KTTV/KCOP and also for entities other than KTTV/KCOP, provided that performance of such duties is not in violation of any other Collective Bargaining Agreement. (Two examples of such duties would be: (1) Engineers asking questions in the field; and (2) Engineers assigned to editing functions performing producing functions on the same day.)

ARTICLE VII **OPERATIONAL REQUIREMENTS**

Section 7.01

Company's Operations

During the term of this Agreement, the Company will assign Engineers in accordance with the following determined and agreed upon operational requirements:

(a) Mount Wilson Transmitter

(i) So long as the Company operates its Mount Wilson Transmitter on a remote control basis, no Engineers shall be required to be assigned thereto. However, in the event any Engineer is assigned to Mount Wilson, he/she shall be a Group B or higher Engineer. ~~The Company will employ a Group A Transmitter Supervisor. During vacations, the replacement for the Group A Transmitter Supervisor shall be temporarily upgraded to such classification.~~ Nothing in this Article shall be deemed to impair or diminish the trade jurisdiction of the Engineers with respect to the operation, repair, maintenance or installation of such transmitter.

(ii) In the event the Company does not operate its Mount Wilson Transmitter on a remote control basis, there shall be at least one (1) Group A or Group B Engineer assigned to each tour of duty during the operation of the main or auxiliary television transmitter, associated audio and video equipment, link transmission equipment, communication equipment, and all associated test equipment; and

~~In the event that testing, maintenance or installation of such equipment is performed, there shall be at least two (2) Engineers of Group B or higher assigned. Such Engineers shall have a work day of eight (8) elapsed hours, which shall include a one (1) hour meal period, during which such Engineers shall be required to only perform services as required by FCC Regulations, or in an emergency. Such Engineers shall be paid a penalty of Twenty two Dollars (\$22.00) per day for eating on the job. During vacations, the replacements for the Group A and Group B Engineers shall be temporarily upgraded to such classifications.~~

Mount Wilson personnel shall receive the appropriate meal penalties (per Section 8.05) only if working to correct an emergency, and such Engineers must notify Master Control Management of the nature of the emergency.

~~(b) Mount Wilson Transmitter/Seventy Two (72) Hour Tour~~

(i) The Company will provide a residence, either a mobile home or a new residence within the fenced-in transmitter area, which will be insulated, well-heated, centrally air-conditioned, containing a microwave oven, at least a 19" color television set with remote control, ~~an AM-FM stereo cassette system~~ and an individual bedroom for each person, including at least a queen-size bed. The Company will provide a microwave oven and refrigerator for the exclusive use of those Engineers assigned to the normal forty (40) hour shifts.

(ii) The Company will provide limited telephone service to the Engineer's home.

(iii) The Company will provide maid service at least ~~once a month~~ quarterly.

~~(iv) The Company will provide laundry service, bedding supplies, electric blankets, cleaning supplies and cleaning equipment.~~

(v) Other than as provided in Subparagraph (vii) below, each twenty four (24) hour day of the seventy two (72) hour period will be divided into three (3) eight (8) hour periods which may fall in any order, as follows:

1. Work Period—Eight (8) consecutive hours including a one (1) hour meal period.

2. Availability Period—Eight (8) consecutive hour period during which time the Engineer may perform any work assigned by the Company, for which he/she will be paid not less than a two (2) hour minimum call at one and one half (1 1/2) times his/her regular hourly rate for all work performed other than normal programming functions. If the Engineer performs normal programming functions during this period, the time during which he/she performs such functions shall be on a continuous tour basis from the end of the work period. Five and one third (5 1/3) hours per day of this period shall be considered time worked, but shall not be applicable against the two (2) hour minimum period for services actually performed other than normal programming functions.

3. Rest Period—Eight (8) consecutive hour period during which the Engineer may be required to perform only “Emergency Work” for which he/she will be paid not less than a two (2) hour minimum call at two and one half (2 1/2) times his/her regular hourly rate. “Emergency Work” shall be considered work required to comply with FCC Regulations, where such compliance cannot be obtained by the Master Control Engineer.

4. Travel time of forty five (45) minutes to/from Mount Wilson may fall either inside or outside of the seventy two (72) hour period. If such travel time falls outside of the seventy two (72) hour period, the Engineer shall be paid one and one half (1 1/2) times his/her regular hourly rate for such forty five (45) minutes. (Also see Subparagraph (viii) below.)

(vi) In no event will two (2) work periods be contiguous and in no event will the seventy two (72) hour period end with a work period (other than travel time from Mount Wilson, as provided in Subparagraph (viii) below).

(vii) In no event shall the scheduled rest period on any day be less than eight (8) hours.

(viii) If the Engineer’s travel from Mount Wilson following his/her assigned shift is not contiguous to his/her work period for his/her third day of work, the work period of the third day of work shall be reduced by forty five (45) minutes and no additional compensation shall be paid for the travel time.

(ix) In the event an Engineer is required to perform services outside the continuous seventy two (72) hour period, while he/she is still at the Transmitter, he/she shall be paid the following amounts:

1. Up to eight (8) hours in any day One and one-half (1 1/2) times his/her regular hourly rate.
 2. Over eight (8) hours in any day Two (2) times his/her regular hourly rate.
- (x) In the event any Engineer is required to perform services outside the continuous seventy-two (72) hour period, and is required to return to Mount Wilson to perform such services, he/she shall be paid two (2) times his/her regular hourly rate. In the event any Engineer is required to perform services not in excess of four (4) hours prior to and contiguous with his/her seventy-two (72) hour period, he/she shall be paid one and one-half (1 1/2) times his/her regular hourly rate. If an Engineer is required to work a second seventy-two (72) hour shift in the same work week, he/she shall be paid two (2) times his/her regular hourly rate.
- (xi) An Engineer shall not be required to use his/her own car unless Company cars are temporarily out of service. If an Engineer consents to use his/her own car, the Company Travel Policy will apply. Section 14.03(a) of the Agreement shall apply. Chains and anti-freeze will be supplied by the Company.
- (xii) Each day of sick leave shall count as one and two-thirds (1 2/3) days for purposes of maximum allowable paid sick leave. Leave of absence days and personal days will each be charged at the rate of one and two-thirds (1 2/3) days. For each compensating day off earned by an Engineer scheduled on the seventy-two (72) hour tour, the Engineer shall earn one and two-thirds (1 2/3) days, which for five (5) compensating days per year shall be rounded up from a total of eight and one-third (8 1/3) days to ten (10) days per year in accordance with the February 14, 2002 decision of the arbitrator in grievance KTTV 00-01. In accordance with Section 11.02, no compensating day off shall be earned if an Engineer scheduled on the seventy-two (72) hour tour works on Martin Luther King, Jr. Day.
- (xiii) During the availability and rest periods, an Engineer, in any event, shall not be more than fifteen (15) minutes away from the Transmitter and shall be available by a beeper warning system.
- (xiv) Participation in the continuous seventy-two (72) hour assignment schedule at Mount Wilson shall be on a voluntary basis.
- (xv) Turnaround shall be paid between scheduled work periods, where applicable, but not between the end of the work week and the beginning of the next.
- (xvi) In the event an Engineer suffers an injury or becomes seriously ill while on duty alone at the Transmitter, he/she may request first class transportation, including ambulance service to the bottom of Mount Wilson or to a hospital, whichever is necessary. In no event will an Engineer be required to remain at Mount Wilson while ill or injured. The Company will make available to Engineers employed at the Transmitter all information relating to emergency service, i.e., helicopter, ambulance, etc.

~~(xvii) Vacations for Engineers assigned to the Transmitter under this seventy two (72) hour concept shall commence with the day of the week that is the first day of the seventy two (72) hour shift for the Engineer involved.~~

~~(xviii) This Agreement shall be applicable to not more than two (2) Engineers per week. All other Engineers assigned to the Transmitter shall continue under the regular provisions of the Agreement.~~

~~(xix) An Engineer may terminate his/her agreement to participate in the seventy two (72) hour assignment schedule program at any time by giving the Company not less than sixty (60) days written notice.~~

(c) Mount Wilson Transmitter/Daily Operating Functions

- (i) Monitor the Transmitter and program facilities, and advise the Studio Control Operator if an abnormal condition exists.
- (ii) Adjust any control that is not located behind an interlocked door ~~or under a protective cover.~~
- (iii) Change video or audio circuits by means of the Switches when directed to do so by the Studio Control Operator. If changing the switches does not restore an "On Air" circuit due to defective or inoperable equipment in the line, the Transmitter Operator may use patch cords on the patch bay to by-pass or replace such defective equipment.
- (iv) An Operator may operate transfer switches to place the operable transmitter(s) into the antenna or dummy load, when the Studio Operator is unable to do so.
- (v) If an "Overload" relay circuit operates, or a circuit breaker trips, an Operator may reset or clear a "Lockout", provided such overload controls or circuit breaker are in an open dead front panel. A blown fuse may be replaced provided that it is not necessary to remove any protective cover or device.
- (vi) If the remote control equipment fails to perform as specified by the FCC, and all Transmitters are "off the air" or in a failsafe mode of operation, which cannot be corrected by adjustment at the Transmitter or Studio, an Operator may assume control and keep the FCC log.
- (vii) When the Transmitter is unmanned and it is known by KTTV/KCOP that maintenance needs to be performed and a decision is made to send any Engineers to the Transmitter, at least two (2) Engineers will be sent. If, in the judgment of KTTV/KCOP, maintenance is not required, and one (1) Engineer is sent to the Transmitter, and maintenance is, in fact, required, then a second Engineer will be sent. Maintenance is to be defined as performing any work which would restore a defective or malfunctioning item of electronic equipment to its correct operating condition, other than the adjustment of accessible controls. It is agreed that an Operator assigned alone will not perform any work on any equipment if it

involves:

1. removing equipment from any mounting racks or console if the equipment weighs over thirty-five (35) pounds;
2. removing or deactivating a safety device;
3. deactivating the remote control equipment, or the telemetry circuits and equipment, except as provided in Paragraph (vi) above.

If one (1) Engineer is sent to the Transmitter and, in the opinion of NABET, two (2) Engineers should have been sent, NABET shall have the right to file a grievance in accordance with the appropriate contractual procedures.

(viii) Safety - An Operator assigned alone at the Mount Wilson Transmitter site, may not at any time:

1. open any interlocked door of any equipment, wherever located;
2. ~~perform any work in the blower room;~~
3. ~~perform any work on equipment installation;~~
4. work in power room other than resetting breakers or turning them on or off;
5. ~~adjust controls of transmitters when a unit must be extended or pulled out to perform such work;~~
6. perform work on transmission lines;
7. operate dummy load.

(d) Engineers in Charge/Technical Directors

(i) Definition

Whenever an Engineer is assigned by the Company to supervise other Engineers, he/she shall be designated as an Engineer in Charge or Technical Director. An Engineer in Charge may at the Company's sole discretion be assigned to perform any and all technical functions, including those of Technical Director. When an Engineer is assigned to operate a production or master control switcher, he/she shall be designated as a Technical Director, and may also be assigned supervisory responsibilities.

(ii) Electronic Field Production (EFP)

Whenever two (2) or more Engineers are assigned to an EFP assignment, one of such Engineers will be designated as the Engineer in Charge.

(e) Lighting

- (i) ~~Engineers employed primarily to perform lighting services shall be classified as Group C Engineers; shall be paid the appropriate Group C wage; and may be assigned to perform other duties, which shall be limited to assisting Group D Engineers in studios and on remotes.~~
- (ii) If fixed lighting is used, which shall be considered the turning on and/or off of lighting by use of a switch or a single master fader without manipulation, a Group C, D or higher Engineer may be assigned to turn such lighting on and/or off. The continued presence of Engineers shall not be required with fixed lighting. When lighting requirements are such that more than fixed lighting, as defined above, is required, whether it be at the studio or in the field, a Group C Lighting Engineer or higher Lighting Engineer shall be assigned to perform such lighting duties, and the continuous presence of such Engineer shall be required.
- (iii) No less than two (2) Group C Lighting Engineers shall be assigned whenever rigging from parallels or pipes is required **and at least one of the Engineers shall be a Lighting Director when practical.**
- (iv) When a Group C Engineer is assigned to work in a studio(s) or remote alone, he/she shall be designated as a Lighting Director 1 (LD-1) for such day, and if two (2), three (3), or four (4) Group C Lighting Engineers are assigned to work in a studio(s) or remote, then only one (1) of such Group C Lighting Engineers shall be designated as a Lighting Director 2 (LD-2) for such day.
- (v) When a Group C Engineer is assigned to plot or plan a lighting design and/or is assigned to supervise a crew of four (4) or more additional Group C Engineers, then that Engineer shall be paid at the Lighting Director 3 (LD-3) rate for each day of that assignment.
- (vi) When the Company designates a Group C Lighting Engineer to supervise a crew of two (2), three (3) or four (4) or more Group C Lighting Engineers including himself/herself, under the overall supervision of a Lighting Director (LD-2 or LD-3), but no focusing of lights takes place, a Group C Lighting Engineer of the Gaffer or higher category shall be assigned.

(f) Electronic Field Production (EFP)

Notwithstanding anything which may be contained in this Agreement to the contrary, any and all duties under this Agreement, including lighting as set forth below, may be performed by one (1) Engineer assigned by the Station to an EFP assignment using one (1) electronic camera and associated equipment, which camera has the capability of being hand held. Said Engineer shall be paid at not less than the Group B rate of pay. Additional Engineers, if any, that the Station may elect to assign to such EFP assignment,

shall also perform any and all duties under this Agreement, including lighting as set forth below. The second such Engineer assigned may be a Group C or D Engineer, and shall receive the upgrade differential to the Lighting Director-1 (LD-1) rate. Any additional Engineers assigned may be Group C, D, or E Engineers. ~~Lighting on EFP assignments covered by this Subsection 7.01(f) shall be limited to three (3) lights of any type, with no limitation on the use of reflectors, and shall not include the use of the existing stage lighting, if any.~~ One (1) Engineer may be assigned to duties interchangeably if cabling to a camera from a microwave van is less than twenty (20) feet **is at a length that allows the Engineer to operate both the camera and microwave van efficiently and safely. The Engineer at the scene will have the ability to determine in good faith what length of cabling will allow for his safety and the safety of any equipment being used.** Under such conditions, operating errors shall not be charged against the Engineer's record unless it can be clearly demonstrated that the Engineer was at fault. EFP assignments under this Subsection may also occur in or on the Station's premises.

- (g) An Engineer assigned to operate a camera mounted on a crab dolly, sidewinder, or camera crane [i.e., barber boom, steadicam and jimmy jib], or a hand held camera [except under Subsection 7.01(f)] shall receive a Nine Dollar (\$9.00) daily fee above the Engineer's applicable scale.
- (h) ~~In the event Engineers are required by FCC regulations to obtain or update engineering licenses, the Company will pay the cost of any fees associated with such applications or tests.~~
- (i) Under appropriate circumstances, an Engineer may be assigned responsibility for the operation of more than one (1) studio camera at any one time. Under such conditions, operating errors shall not be charged against the Engineer's record unless it can be clearly demonstrated that the Engineer was at fault.
- (j) Unless it can be demonstrated that an Engineer was at fault, he/she will not be subject to disciplinary action if, while attempting to rectify a problem occurring on one of the two Stations, a problem occurs simultaneously on the other Station which affects the air product of that Station. Nothing in this Section shall be interpreted as a limitation of Management's right to assign work to be performed or to determine the number of Engineers necessary to complete an assignment.

Reletter paragraphs above because of deletion of paragraph h

ARTICLE VIII **WORKING TIME**

Section 8.01

Week and Work Week and Work Day

- (a) The week for Engineers is defined as the period of time between 12:01 A.M. Monday and 12:00 Midnight Sunday.

- (b) The work week for Engineers shall consist of either five (5) days or four (4) days in each week, at the discretion of the Company.
- (c) A work day for Engineers assigned to a five (5) day work week shall consist of eight consecutive elapsed hours in any one (1) day, consisting of seven hours of work and a one (1) hour compensated meal period, during which the Engineer will be completely relieved from duty. A work day for Engineers assigned to the four (4) day work week shall consist of nine and one half (9 1/2) elapsed hours in any one (1) day, consisting of eight and one half (8 1/2) hours of work and a one (1) hour compensated meal period, during which the Engineer will be completely relieved from duty.
- ~~(d) By mutual agreement of the Company and the Engineer involved, an Engineer whose services are not required on an assigned work day need not report to work but instead shall be available for call by the Company until 11:30 A.M. of such day. If not called to work, such Engineer shall be paid one half (1/2) of his/her base salary for that day and shall receive either eight (8) or nine and one half (9 1/2) hours' credit for such day for purposes of computation of the work week, depending on whether he, during that week, was assigned to a five (5) day or four (4) day work week. If such an Engineer is notified not later than 11:30 A.M. on an "on-call" day to report to work on that day and accepts such call, he/she shall be paid time and one half (1 1/2) for the first twelve (12) hours of work on such day and double time thereafter, and the one half (1/2) time "on-call" payment shall be credited against such pay.~~
- (e) (i) An Engineer who reports to work after his/her scheduled start time, and/or returns to work late from his/her scheduled meal period(s), and/or leaves work prior to his/her scheduled quitting time, may have his/her pay reduced commensurately. Pay reduction may occur if a pattern of late reporting/early departure develops involving less than fifteen (15) minutes each or for single incidents of fifteen (15) minutes or more. An Engineer's pay will be reduced at the appropriate rate. Prior to a reduction in pay, the Company will consider the Engineer's explanation and/or whether or not the Engineer provided notice to the Company.
- (ii) Engineers shall enter their actual in, out and meal times on their time cards. Only the Engineer may change his/her original entries on his/her time card. If the entries that an Engineer makes on his/her time card are incorrect, and the Engineer's pay for that week is reduced as a result, the Company will attempt to personally contact the Engineer to discuss the discrepancy prior to the Engineer receiving the pay check. Additionally, the Engineer's affected pay check will be accompanied by written notification of the reduction and the reason therefore. If an Engineer disagrees that his/her pay should have been reduced, then the Engineer and/or the Union may request a meeting to discuss the matter.

Section 8.02

Days Off

- (a) Each Engineer assigned to a five (5) day work week will be scheduled to receive two (2)

consecutive days off in each week, which shall be scheduled to be during a week or to be the Sunday of one (1) week and the Monday of the next week. Each Engineer assigned to a four (4) day work week will be scheduled to receive three (3) consecutive days off in each week, which shall be scheduled to be during a week or to be the Saturday and/or Sunday of one (1) week and the Monday of the next week or the Sunday of one (1) week and the Monday and/or Tuesday of the next week, except that by mutual agreement of the Company and the Engineer involved there will be two (2) consecutive days off and one (1) separated day off, in which case the two (2) consecutive days off will be during a week or the Sunday of one (1) week and the Monday of the next week.

- (b) An Engineer whose regularly assigned day(s) off occurs while said Engineer is out of town on assignment performing duties covered by this Agreement for the Company shall receive a fee equal to one (1) day's straight time pay for each such day off provided that:
 - (i) No penalties or premiums shall be applicable as a result of the payment of said fee; and
 - (ii) No traveling on assignment is required and no work is performed on such day(s) off.
- (c) Nothing in this Section shall be deemed to prevent an Engineer from working on his/her scheduled day(s) off on an overtime basis.

Section 8.03

Scheduling and Schedule Changes

- (a) Schedules showing the time of reporting to work and the time for quitting work during the work week and days off shall be posted at convenient places for each Group. The schedule for days off shall be posted not later than 6:00 P.M. of Monday for the following week and shall be frozen for such week. The schedule showing the time of reporting to work and time for quitting work during the work week, shall be posted not later than 6:00 P.M. Monday for the following week, provided, however, that the time for reporting to or quitting work, excluding overtime, may be changed without penalty not later than 6:00 P.M. of the third day prior (day of work and also including days off) to the workday on which the schedule is so changed. The reporting and quitting time, excluding overtime, may only be changed after 6:00 P.M. of such day of work by adding working time to the originally scheduled reporting and quitting time. Overtime may be canceled without penalty not later than 6:00 P.M. of the third day (day of work and also including day(s) off) prior to the day on which such overtime is scheduled, and if overtime is canceled after 6:00 P.M. of said third day, then the overtime rate shall be paid for such canceled overtime. If the Engineer has completed his/her tour prior to the posting of the daily schedule, it shall be the Company's sole obligation to notify him of any change. Notice of schedule changes, not posted forty-eight (48) hours in advance shall be given via telephone to the employee's residence (responsible person or answering machine) or to another number supplied by the employee to the Employer for such purpose. If an Engineer has completed his/her tour prior to the posting of the daily schedule, it shall be the Company's sole obligation to notify him/her of any change. Such notice shall be considered given as of the time it is received by the Engineer personally, by the

responsible person/answering machine at the Engineer's home or to another number supplied by the Engineer.

- (b) In the event an Engineer works two (2) hours or more beyond his/her scheduled out time (as of 6:00 P.M. of the preceding work day) he shall receive a single premium payment equal to one (1) hour's pay at one and one-half (1-1/2) times his/her regular hourly rate of pay. This shall not apply to news, sick relief, emergencies and other unplanned occurrences at KTTV/KCOP.

Section 8.04

Turnaround

- (a) An Engineer shall not be assigned to work on a work day until twelve (12) hours have elapsed since the termination of his/her previous assignment, except if he/she receives premium pay as follows:
- (i) Fourteen Dollars (\$14.00) per hour for the hours worked between the termination of his/her previous assignment and the end of the fourth hour;
 - (ii) Twelve Dollars (\$12.00) per hour for the fifth through eighth hours worked from the termination of his/her previous assignment; and
 - (iii) Nine Dollars (\$9.00) per hour for all other hours worked between the ninth hour and termination of the said twelve (12) hour period;
 - (iv) In lieu of (ii) and (iii) above, an Engineer who is "Scheduled" to receive a turnaround period of ten (10) hours or less shall be compensated at the rate of Twelve Dollars (\$12.00) per hour for all of the first eight (8) hours and then Fourteen Dollars (\$14.00) per hour for the four (4) hour period as specified in Section 8.04(a)(I) above.
- (b) An Engineer shall receive thirty-six (36) consecutive hours' rest for one (1) day off and sixty (60) consecutive hours' rest for two (2) consecutive days off. Engineers assigned to a four (4) day work week and scheduled for three (3) consecutive days off shall receive eighty-four (84) consecutive hours' rest for three (3) consecutive days off. Engineers shall receive premium pay of Nine Dollars (\$9.00) per hour for all time between the beginning of an assignment within the said thirty-six (36), sixty (60) or eighty-four (84) hour rest period and the termination of such period. The provisions of this sub-paragraph (b) shall be applicable to vacation periods of not more than one (1) week's duration.

Section 8.05

Meal Periods

- (a) All meal periods shall be compensated and will be one (1) hour in length, except that meal periods at the end of a shift ("walkaway meals") will be one-half (1/2) hour in length. "Walkaway meals" may not begin prior to the end of eight (8) hours of actual work and shall be compensated. The meal period shall be compensated by a fee equivalent to one (1) hour of the Engineer's applicable hourly rate in effect at the time the meal is given (one-half (1/2) hour for "walkaway meals"). Engineers shall be completely relieved from

duty during meal periods.

- (b) An Engineer's first meal period shall be scheduled to begin not earlier than the end of the second hour of the Engineer's scheduled shift and not later than the end of the sixth hour of the Engineer's scheduled shift. In the event that the first meal period does not begin by the latest moment it is due, the Engineer will receive a meal penalty of as follows until the meal actually begins:

- (i) Each one-half ($\frac{1}{2}$) hour
delay or fraction thereof **\$13.00**

For Engineers assigned to the coverage of news in the field involving micro van, satellite truck and helicopter, the meal penalty shall be Thirteen Dollars (\$13.00) for the first one-half ($\frac{1}{2}$) hour delay or fraction thereof, Eleven Dollars (\$11.00) for the second one-half ($\frac{1}{2}$) hour delay or fraction thereof, and Eight Dollars (\$8.00) for the third and subsequent one-half ($\frac{1}{2}$) hour delays or fractions thereof.

The Company will not regularly or continuously schedule Engineers for a first meal period beginning at the end of the sixth hour of the Engineer's scheduled shift, in other than production assignments on stages or remotes.

- (c) Second and subsequent meals are due to begin not later than five (5) hours after the end of the prior meal. In the event that the second and/or subsequent meal period does not begin by the latest moment it is due, the Engineer will receive a meal penalty as follows until the meal actually begins:

- (i) Each one-half ($\frac{1}{2}$) hour
delay or fraction thereof \$13.00

For Engineers assigned to the coverage of news in the field involving micro van, satellite truck and helicopter, the meal penalty shall be Thirteen Dollars (\$13.00) for the first one-half ($\frac{1}{2}$) hour delay or fraction thereof, Eleven Dollars (\$11.00) for the second one-half ($\frac{1}{2}$) hour delay or fraction thereof, and Eight Dollars (\$8.00) for the third and subsequent one-half ($\frac{1}{2}$) hour delays or fractions thereof.

Notwithstanding the above, in no case will a second meal or meal penalty for a second meal be due before more than **eight and one-quarter (8-1/4)** hours have elapsed since an Engineer's in-time.

- (d) An Engineer who has received his/her first meal period, and more than ten (10) hours have elapsed since his/her in-time, but who does not become entitled to a second meal period, shall receive an additional one-half ($\frac{1}{2}$) hour of overtime at the appropriate rate at the conclusion of his/her shift. An Engineer who receives a second meal as described in Section 8.05(c) above shall not be entitled to such one-half ($\frac{1}{2}$) hour of overtime.
- (e) An Engineer will be paid a meal allowance of Ten Dollars (\$10.00) when he/she actually receives a second and/or subsequent meal.

- (f) Management shall determine the need for a delayed meal. ~~If a Management Representative is not present, then a designated Engineer shall make the determination.~~
- (g) ~~In the event the Company does not elect to cater meals on remote assignments where restaurant facilities are not readily available, Engineers on such assignments will be given sufficient time to travel to and from a restaurant for such meals. In the event the Company does elect to cater such meals, the per diem allowance shall be reduced Three Dollars (\$3.00) for each meal catered, except breakfast, for which the per diem allowance shall be reduced One Dollar and Fifty Cents (\$1.50).~~

Section 8.06

Rest Periods

The Company intends to grant rest periods of at least five (5) minutes for each hour of work to all Engineers insofar as the same is possible, but in no event shall an Engineer assigned to a studio or remote crew receive rest periods of less than ten (10) minutes after each two (2) hour period of continuous work. The Engineer in Charge, or Technical Director if designated, shall have the responsibility for arranging such rest periods and reporting the failure to grant same to the Chief Engineer for corrective action.

The granting of any of the meal periods set forth in Section 8.05 hereof shall be deemed to satisfy the requirements of this Section.

Only in the event of a continuous action program with a running time of ninety (90) minutes or more, the Engineer in Charge, or Technical Director if designated, may delay the granting of a rest period beyond a two (2) hour period of continuous work. Such delay may under no circumstances exceed thirty (30) minutes (for a maximum period of continuous work not to exceed two (2) hours and thirty (30) minutes). Such delayed rest periods shall be of not less than twenty (20) minutes duration and the granting of any of the meal periods set forth in Section 8.05 hereof shall not be deemed to satisfy the requirements of this Section.

Section 8.07

Minimum Call

In no event will an Engineer be credited with less than eight (8) hours of work on any day which he/she works, subject to the provisions of Section 8.01(e)(i) and Section 16.02(g). The minimum call on days off for an Engineer on a four (4) day work week will be eight (8) hours.

Section 8.08

Technical Phone Calls

In the event the Company places and completes a telephone call to an Engineer who is neither working at that time, nor who is "on call" pursuant to Subsection 8.01(d), nor scheduled to work at the time of such telephone call in order to obtain technical information or for technical purposes, the Company shall pay a fee of Eighteen Dollars (\$18.00). The fee shall only be paid to obtain information that would not have been otherwise available to the authorized caller, but for the telephone call. Subsequent telephone calls in a twenty-four (24) hour period shall result in an additional fee of Twenty Dollars per call (\$20.00).

No penalties or premiums shall be applicable as a result of the payment of said fee. It shall be within the exclusive discretion of the Company to determine if the Eighteen Dollar (\$18.00) or Twenty Dollar (\$20.00) fee is to be paid in any individual instance.

An Engineer who is required to stay on the phone for more than 15 minutes shall be paid his straight time rate of pay for all time spent on that call plus a fee (listed in this section). Any additional call shall begin at the double time rate of pay for all time on that call plus the aforementioned fee.

Section 8.09

Beepers

No Engineer shall be required to carry a Company-issued electronic paging or personal message device, including portable cellular phones, during non-working hours. If an Engineer agrees to carry such portable device during non-working hours, he/she will not be subject to discipline for failure to respond to a Company call.

Section 8.10

Continuous Tour

In the event an Engineer has less than four (4) hours rest between the end of one shift and the start of his/her next shift, he/she shall be deemed to have worked a continuous tour.

ARTICLE IX **PAY**

Section 9.01

Wages

- (a) Engineers shall receive the following minimum hourly wages, with seniority, and as of the effective date indicated below. The annual percentage increases provided in this Agreement will not automatically apply to overscale Engineers. Overscale Staff Engineers are those Staff Engineers whose actual rate exceeds the Group A rate, plus the maintenance premium if. Overscale Daily Engineers are those Daily Engineers whose actual rate exceeds the Group A rate, plus the daily twenty percent (20%) premium.

Base hourly wage rates below shall be reduced by four and one half percent (4.5%) effective the first day of the first full pay period after ratification. Notwithstanding the 4.5% pay reduction set forth in the previous sentence, the base hourly wage rates after such reduction shall be increased by one and one and one quarter percent (1.25%) effective on the day of the first full pay period two years after ratification.

Company and Union shall agree on exact amounts of hourly wage rates and effective dates to be inserted in chart below. LD-1 rate shall be removed from chart below.

	<u>7/1/2008-</u>	<u>7/1/2009-</u>	<u>7/1/2010-</u>
	<u>6/30/2009</u>	<u>6/30/2010</u>	<u>6/30/2011</u>
Group A-1	\$ 51.19	\$ 52.73	\$ 54.31
Group A	\$ 49.36	\$ 50.85	\$ 52.37
Group B-1	\$ 47.86	\$ 49.29	\$ 50.77
Group B	\$ 46.16	\$ 47.54	\$ 48.97

LD-1	\$ 44.31	\$ 45.64	\$ 47.01
Group C-1	\$ 43.39	\$ 44.69	\$ 46.03
Group C			
0-6 months	\$ 21.68	\$ 22.34	\$ 23.01
6-12 months	\$ 22.38	\$ 23.05	\$ 23.74
1-2 years	\$ 24.74	\$ 25.48	\$ 26.25
2-3 years	\$ 33.08	\$ 34.07	\$ 35.09
3-4 years	\$ 34.84	\$ 35.89	\$ 36.96
4+ years	\$ 42.49	\$ 43.76	\$ 45.07
Group D-1	\$ 44.31	\$ 45.64	\$ 47.01
Group D			
0-6 months	\$ 21.68	\$ 22.34	\$ 23.01
6-12 months	\$ 22.38	\$ 23.05	\$ 23.74
1-2 years	\$ 24.74	\$ 25.48	\$ 26.25
2-3 years	\$ 33.08	\$ 34.07	\$ 35.09
3-4 years	\$ 34.84	\$ 35.89	\$ 36.96
4+ years	\$ 42.49	\$ 43.76	\$ 45.07

- (b) The Company shall have the right, in its sole discretion, to classify Engineers in Charge as either Group A, Group A-1, or Group B-1. The Company shall have the right, in its sole discretion, to classify Technical Directors as either Group A, Group B-1 or Group B. The Company shall also have the right in its sole discretion, except as specifically set forth otherwise in another provision of this Agreement, to classify Computerized Video Tape Editors and Computerized Audio Editors as either Group A, Group B-1 or Group B. The Company shall have the right, in its sole discretion, to classify Production Audio Mixers as either Group A, Group B-1, Group B or Group D. The Company shall have the right, in its sole discretion, to classify Film Projection Supervisors as either Group A or Group B. The Company shall have the right, in its sole discretion, to classify TOC Engineers as either Group A, Group A-1, Group B-1 or Group B.
- (c) A Group D-1 Engineer is a Group D Engineer who is so designated by the Company, in its sole discretion.
- (d) Engineers assigned to maintenance duties on a full-time regular basis shall be paid a premium of Seventeen Dollars (\$17.00) per week.
- ~~(e) An Audio Mixer, when assigned to a crew of two (2) or more other Audio Engineers, shall be paid no less than a Five Dollar (\$5.00) daily fee.~~
- (f) Editors assigned to edit original news packages or promos utilizing a digital video effects generator or any such like device which can create video effects that would otherwise not exist, shall be paid at least the B rate plus an upgrade of eleven dollars (\$11.00) per day. This provision does not apply to those Engineers paid at B-1 rate or higher.
- ~~(g) A Group C Engineer assigned as a Lightboard Operator will be paid a daily fee of Six Dollars (\$6.00) above his/her applicable Group C scale.~~

- (h) The Company has the right, in its sole discretion, to grant merit increases to any Engineer.
- (i) Engineers may be assigned to perform engineering (normally shooting and/or editing) and producing functions in the same day. Such cross-utilization shall be limited to promos and to special assignments such as sweeps pieces, long-form pieces, news specials, etc. and shall exclude typical daily news stories. Producing functions shall be of a more complex and specialized nature than normal “producing in the edit booth” and shall typically include functions such as planning the piece, field producing, performing news or information gathering functions, writing for the piece, etc. If an Engineer is assigned to perform engineering and producing functions in the same day, he/she shall receive not less than Group A pay for such day.

[Reletter paragraphs above]

Section 9.02

Straight Time Rate

Whenever reference is made in this Agreement to “straight time rate”, “regular rate” or terms of like import, ~~the same shall be computed on an hourly basis by dividing the Engineer’s weekly wages under Section 9.01 by forty (40), whether the Engineer is assigned to a five (5) day or four (4) day work week~~ **such rate shall be deemed to be the hourly rate set forth in Section 9.01 above.**

Section 9.03

Pension

- (a) The Engineer Employees as a group shall be deemed as an included unit under the Pension Plan for Union Employees of Fox Television Stations, Inc. (“Pension Plan”), a current copy of which has been received by the Union, subject to all terms and conditions thereof, and any future changes made in the Pension Plan by the Company to comply with applicable law. This Agreement reflects an unreduced pension at age 62, rather than age 65. Participation (as defined by the Pension Plan) by Engineer Employees in the Pension Plan ceased as of May 30, 1999. The benefits earned by Engineer Employees as of that date were determined, and each participating Daily Employee was one hundred percent (100%) vested in his/her benefit as of May 30, 1999. The Engineer Employees may retire voluntarily or be retired involuntarily under the Pension Plan upon and subject to the provisions thereof. Retirement shall not be deemed either a layoff or discharge.
- (b) Employees (regular and daily) may contribute to the Communications Workers of America 401(k) Plan through pre-tax payroll deductions in accordance with the terms and provisions of said Plan. There shall be no Company contribution.
- (c) During the term of this Agreement, the Company will pay an Engineer who retires a one-time payment of Two Hundred Fifty Dollars (\$250.00) for each full year of service with the Company.

Section 9.04

Pay Checks

Employees shall be paid bi-weekly. The Employees’ bi-weekly pay checks shall contain:

- (i) The minimum weekly wages for the prior weeks; and
- (ii) The penalties and premiums earned during the prior weeks.

Except in the case of unforeseen circumstances beyond the control of the Company, the distribution of pay checks will be made on ~~Thursday~~ Friday of ~~each every other~~ week. ~~The Company may change payday to Friday upon notice to the Union and the Engineers. Checks may be picked up as late as 4:00 P.M. Friday before the checks are distributed by mail. If an Engineer makes a request in advance, the Company will mail the Engineer his/her pay check no later than noon Friday. All remaining pay checks shall be mailed no later than 4:00 P.M.~~ Checks may be paid by electronic direct deposit upon proper authorization from the Engineer affected.

Changes in time cards made by employees must be made within sixty (60) days of the date on which payment was made from the original time card.

Section 9.05

Classification of Engineers

~~The classifications of the Engineers in Section 9.01 are solely for the purpose of establishing minimum wages and indicating job function and do not in any manner imply an obligation upon the part of the Company to employ any person as an Engineer within any such classification.~~

Section 9.06

Night Differential

An Engineer who is assigned to work between the hours of 12:00 Midnight and 7:00 A.M. shall be paid a night differential premium pay of Three Dollars and Twenty Five Cents (\$3.25) per hour for all such hours worked.

Section 9.07

Transmitter Engineers

- (a) Engineers assigned to work at the Mount Wilson Transmitter shall receive an allowance of forty-five (45) minutes' pay at their then rate for the trip to work at the Transmitter at the beginning of their shift and the same for the return trip.
- (b) Engineers requested to remain at the Mount Wilson Transmitter overnight will be paid a flat fee of two (2) hours straight time for the time between the end of one shift and the commencement of their next shift. Payment for time worked shall be made in lieu of the aforementioned two (2) hours straight time in the event the Engineers shall be required to work continuously between the end of one shift and the commencement of their next shift. ~~(This provision shall not be applicable to Engineers assigned to the Mount Wilson Transmitter on a seventy-two (72) hour continuous shift basis.)~~

Section 9.08

Expense Reimbursement

Expenses incurred by Engineers in accordance with the Agreement and in connection with their assignments shall be reimbursed in accordance with Company policy. ~~each pay period upon submitting a statement of such expenses upon the form prescribed by the Station. Reasonable~~

~~cash advances for estimated expenses shall be provided by the Company when possible.~~

Section 9.09

Good Clothes

- (a) If good clothes are required by the nature of the assignment and an Engineer soils or damages such good clothes, he/she shall be reimbursed.
- (b) If after the arrival of an Engineer at an assignment, the nature of such assignment is changed so that it may subject the Engineer's clothing to soil or damage, then the Station will use its best effort to provide suitable garments for such assignment.
- (c) The Station may, upon mutual agreement with the Union, institute a reasonable dress standard.

Section 9.10

Industrial Seniority

~~The Station shall consider the principle of "Industrial Seniority" for prospective Engineers for the purpose of wages, and will discuss the wages of prospective Engineers with the Union's Grievance Committee. After discussion with the Union's Grievance Committee, the Station may place such prospective Engineer on any step of the wage escalator.~~

Section 9.11

No Pyramiding, Overtime and Premium Pay

In no event shall:

- (i) overtime accrue on overtime for the same hours worked;
- (ii) premium pay or overtime be deemed part of the regular weekly wages; or
- (iii) premium pay be considered part of overtime.

Section 9.12

Insurance

[Company and Union agreed to confirm that the names of the benefits and benefit plans mentioned in this Section are current and accurate]

- (a) Regular Employees shall be eligible for coverage under the Fox Television Stations, Inc. Group Medical and Vision Plans (excluding retirees), Health Care Flexible Spending Account, Dependant Care Flexible Spending Account, Group Universal Life, and Dental Insurance benefits, a current copy of which has been delivered to the Union, subject to the terms and conditions thereof. It is understood by the parties that benefits provided to Employees under this Agreement are the same as the benefits generally provided to non-represented employees of the Company (including contribution rates). If the Company makes any changes in the non-represented benefits, then the same changes will be made to the benefits provided to Employees under this Agreement. Such changes include the addition to, subtraction from, modification of, or termination of the foregoing benefit

plans in any manner, at the Company's sole discretion, provided that the same changes are made to non-represented employee plan(s). Notice will be given to the Union and the Employees of any such changes, but such changes will not be subject to negotiation nor to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section.

- (b) Insurance coverage will include Long Term Disability Coverage, Basic Life Insurance, and Business Travel Accident Group Insurance policy fully paid by the Company. Employees assigned to duty in any helicopter will be covered by such policy during such duty.
- (c) If the Company institutes child care services for its employees generally, Employees shall be eligible for such services.

ARTICLE X **OVERTIME**

Section 10.01 Overtime

- (a) Engineers shall receive the overtime rate of time and one-half (1-1/2) their regular hourly rate for all actual work as follows:
 - (i) in excess of forty (40) hours **of actual work** in any work week;
 - (ii) in excess of eight (8) hours **of actual work** on any work day. ~~if assigned to a five (5) day work week, or in excess of nine and one half (9 1/2) hours on any work day if assigned to a four (4) day work week;~~
 - (iii) **at the Mount Wilson Transmitter in excess of six and one-half (6-1/2) hours of actual work on a work day;**
 - (iv) on scheduled days off;
 - (v) in excess of seven (7) consecutive days following their previously scheduled days off until scheduled two (2) consecutive days off. Work on scheduled days off and paid for under Sub Section (iv) above shall not be considered in computing the number of consecutive days for the purposes of this Sub Section (v).

Additionally, sick time does not count toward overtime provided that the overtime was scheduled prior to the sick call.

- (b) Engineers shall receive double their regular rate for all work in excess of twelve (12) elapsed hours since his/her in-time on any work day.

Section 10.02

Nature of Overtime

- (a) In accordance with established practice, an Engineer may decline to work overtime on

his/her scheduled day(s) off if another qualified Engineer is available for such work.

- (b) In accordance with established practice, an Engineer may decline to work overtime on his/her work day(s) if another qualified Engineer is available for such work if he/she notified the Station:
- (i) during the first half of his/her shift on the day prior to the day on which the overtime is scheduled if at work on such prior day, or;
 - (ii) not later than noon of the day prior to the day on which the overtime is scheduled if not at work on such prior day.
- (c) When the Station posts the schedule for days off in accordance with the provisions of Subsection 8.03(a), it shall simultaneously post a "General Overtime Preference" sign-up sheet covering the same week as the schedule. On such sign-up sheet, a Regular Engineer may indicate a desire to be afforded an opportunity to work days off. Neither the Engineer nor the Company shall be obligated to schedule and/or assign work based on the "General Overtime Preference" sign-up sheet. The sign-up sheet shall be posted until 6:00 P.M. Tuesday for the following week.

ARTICLE XI

VACATIONS AND HOLIDAYS

Section 11.01

Vacations

- (a) The vacation period hereunder shall be ~~between April 1 of each year and March 31~~ **July 1 of each year and June 30** **[make conforming changes in this Section and contract to reflect this change]** of the subsequent year. Engineers shall receive a vacation with pay according to their length of service as of October 31st **[Insert appropriate date here and in all areas where October and March dates are referenced in this Section and in contract]** of such year as follows:

Length of Service	Vacation Time
0 - 6 Months	See below for calculation
6 - 12 months	13 days
1 - 5 years	4 weeks 3 weeks
5—15 10 years	5 weeks 4 weeks
Over 15 10 years	6 weeks 5 weeks

Engineers entitled to less than four (4) weeks' vacation may make a three-way split of their vacation, Engineers entitled to four (4) or more weeks' vacation may make a four-way split of their vacation, Engineers entitled to five (5) ~~or more~~ weeks' vacation may make a five-way split of their vacation, ~~and Engineers entitled to six (6) weeks or more weeks' vacation may make a six-way split of their vacation,~~ but no vacation period so chosen shall be under one (1) weeks' duration. **Notwithstanding any other provisions of this Agreement, effective during the 2015 vacation year and thereafter, any Engineer entitled to five (5) weeks vacation shall be entitled to take one of such weeks in single**

vacation days. An Engineer with five (5) weeks vacation seeking to take single vacation days shall submit a written request for such day(s) to his or her manager and approval shall be subject to operational requirements.

Probationary Engineers, Vacation Relief Engineers and Daily Engineers who become Regular Engineers and qualify for vacation in accordance with the provisions of Subsections 13.01(a) or 16.02(e), may have the scheduling of such earned vacation deferred to a mutually agreeable time, not necessarily within the vacation period set forth above.

Engineers hired with less than six (6) months of service for seniority purposes, who are hired between any May 1 and October 31 shall receive vacation at the rate of 1.08 days per month for each month beginning on their hire date until October 31. Such vacation shall be taken between November 1 (of their hire year) and March 31 (of the following calendar year), and shall be scheduled in the same manner as vacation days.

Engineers on an approved leave of absence which lasts longer than nine (9) months shall continue to be eligible to receive vacation time for the first nine (9) months only of their leave of absence, commencing on the first day of their leave of absence. If such Engineer has not used his/her vacation time for the vacation year in which the leave of absence commences by March 31 of that vacation year, and he/she is still on approved leave of absence as of March 31, he/she shall be paid for his/her remaining vacation time. Engineers returning to work from an approved leave of absence which exceeds nine (9) months shall receive vacation with pay for each month of service, as per the table set forth in Section 11.01(d), according to their length of service as of October 31st of such year.

Upon the commencement of an approved leave of absence, an Engineer may elect to receive vacation to which he/she may be entitled.

In the event such an Engineer returns from a leave of absence exceeding nine (9) months, and has received vacation in excess of that to which he/she is entitled (by reason of the duration of said leave), the vacation to which such Engineer shall be entitled to receive in the subsequent vacation period shall be reduced to the extent that such Engineer has received such "excess" vacation.

Example: Engineer goes on sick leave and subsequently on long term disability beginning August 1, 1998. She has ten (10) ten years of service. She had already taken all of her vacation for the 1998 vacation year (April 1, 1998 through March 31, 1999). She returns to work September 1, 1999. Beginning May 1, 1999, she no longer receives vacation time (nine (9) months have passed since her leave began). When she returns on September 1, 1999, she receives vacation from November 1, 1998 through April 30, 1999; no vacation is received between May 1, 1999 and August 31, 1999; and she receives vacation from September 1, 1999 through October 31, 1999. Her vacation is calculated at the rate of 2.08 days per month.

- (b) Vacation schedules shall be posted by March 1 of each year and vacation preferences shall be given on the basis of seniority. Once posted, the vacation of an Engineer may not be changed without the consent of the Station and the Engineer involved. However, the

Station may add weeks to the vacation schedule after March 1 of any year, which weeks may be selected vacation weeks in lieu of previously selected vacation weeks by the most senior Engineer to indicate a desire to select such newly posted vacation weeks within five (5) days of such weeks having been posted.

The KTTV/KCOP vacation list shall have not less than ~~fifteen (15)~~ **eight (8)** vacation slots per week, **except the number of vacation slots shall be increased to ten (10) during the last two weeks of June, the months of July and August, the first two weeks of September, the week during which Thanksgiving falls in November and the last two weeks of December.** Engineers will exercise their vacation choice on the basis of seniority. In any one (1) vacation week at KTTV/KCOP, no more than two (2) News Technical Directors, three (3) Master Control Technical Directors, one (1) Transmitter Engineer, one (1) Lighting Engineer and three (3) Maintenance Engineers may be on vacation. Notwithstanding the previous sentence, during the November, February and May sweeps periods, not more than one (1) News Technical Director may be on vacation in any one (1) week, and during the time period immediately preceding and continuing into such sweeps periods (but not to exceed four (4) weeks), not more than one (1) Promotion Editor and one (1) News Editor, who are primarily engaged in promotion-related duties associated with those sweeps, may be on vacation during such periods. Nothing herein shall prevent KTTV/KCOP, at its discretion, from granting the vacation requests of additional Engineers in the above-listed operational areas. If an Engineer does not submit his/her vacation picks within the specified time period, then the Company shall have the right to assign his/her vacation.

Not more than three (3) Engineers at KTTV/KCOP shall be entitled to schedule up to two (2) weeks unpaid leave of absence adjacent to one (1) vacation selection annually, requested and posted in conjunction with the annual vacation schedule. Such additional week(s) shall be granted by seniority, and shall be considered to be vacation slots (i.e., a week of such leave is one (1) of the eight (8) vacation slots for that week).

(c) Vacations shall:

- (i) start at 12:01 A.M. Monday; and
- (ii) if an Engineer notifies the Station at least four (4) weeks prior to the posting of the scheduled days off for the week in question, such Engineer may choose to have his/her scheduled days off contiguous to either the start or the end of his/her vacation; or
- (iii) if an Engineer notifies the Station at least two (2) weeks but less than four (4) weeks prior to the posting of the scheduled days off for the week in question, such Engineer may choose to have his/her scheduled days off contiguous to either the start or the end of his/her vacation; it being understood, however, that such Engineer waives his/her rights under Section 10.01(a)(v) of this Agreement;
- (iv) if requested by Management, an Engineer may elect to work on scheduled days off contiguous to his/her vacation period;

provided, however that vacations may start, with mutual consent, between the Company

and the Engineer involved, at 12:01 A.M. of any day. If an Engineer consents to such a midweek vacation start, the deadline for request of contiguous days off shall be the date of agreement to such mid-week vacation start. In no event shall such a vacation week be modified to reflect a midweek start after posting of days off in said week.

An Engineer shall receive the wages that he/she would otherwise have received during his/her vacation on his/her last day of work prior to the start of his/her vacation if he/she requests the same at least fourteen (14) days prior to the start of his/her vacation.

An Engineer returning from vacation shall be obligated to contact Engineering Management at a designated telephone number to confirm his/her work schedule upon return. Such confirmation shall be made between 9:00 A.M. and 5:00 P.M. Pacific time on the last regular business day prior to his/her return from vacation. The Engineer may telephone collect for this purpose. In the event that the Engineer's call is answered by an answering device, he/she must leave a message and then shall be deemed to have met his/her obligation under this paragraph and will not be subject to any discipline for failing to return to work as scheduled.

- (d) An Engineer with more than six (6) months of service shall upon termination of his/her employment at the Station receive his/her accrued vacation pay for each month of service from the prior October 31 to his/her date of termination, as follows:

[Change accruals below pursuant to changes in vacation schedule]

<u>Length of Service</u>	<u>Accrued Days of Vacation Per Month</u>
6 - 12 months	1.08 days
1 - 5 years	1.67 _____ days
5 - 15 10 years	2.08 _____ days
Over 15 10 years	2.50 _____ days

Section 11.02

Holidays

In the event an Engineer works on Thanksgiving Day, the Day after Thanksgiving Day, Christmas Eve, Christmas Day **or his/her birthday**, he/she shall receive additional half-time pay for all hours worked on such day and, by mutual agreement of the Engineer and the Company, either a compensating day off to be designated by the Company prior to December 31st of the year following such holiday or eight (8) hours' pay at the Engineer's straight time rate.

If any such holiday falls on an Engineer's day off, or during an Engineer's vacation, during an Engineer's jury duty or during an Engineer's military leave, such Engineer will receive by mutual agreement of the Engineer and the Company, either a compensating day off to be designated by the Company prior to December 31st of the year following such holiday or eight (8) hours' pay at the Engineer's straight time rate. The Company will make reasonable efforts to schedule a compensating day off adjacent to day(s) off and to avoid scheduling an Engineer to work on

his/her day off contiguous to any compensating day off.

Engineers shall receive eight (8) hours' pay at their straight time rate for each compensating day off received pursuant to the foregoing provisions which was not used prior to December 31 of the year following the holiday.

In the event an Engineer works on Martin Luther King Jr. Day, he/she shall receive additional half-time pay for all hours worked on such day.

ARTICLE XII **LEAVE OF ABSENCE**

Section 12.01

Sick Leave

- (a) An Engineer who is compelled to absent himself/herself from work temporarily because of illness or disability shall receive one (1) day's pay at his/her regular rate for each such day's absence other than for his/her scheduled days off provided he/she has given the Station at least ~~two and one half (2-1/2)~~ **four (4)** hours advance notice prior to his/her scheduled start time and further in accordance with the following:
- (i) Each Engineer shall be entitled to receive up to ~~twelve (12)~~ **ten (10)** days' sick leave during each calendar year plus his/her unused sick leave for any prior calendar year up to a maximum of one hundred sixty five (165) days' sick leave in any calendar year.
 - (ii) ~~It is understood that a "day" of sick leave taken by an Engineer who is assigned to a four (4) day work week shall be charged to such Engineer's sick leave entitlement as one and one quarter (1-1/4) days' sick leave.~~
 - (iii) If an Engineer does not provide the ~~two and one half (2-1/2)~~ **four (4)** hours advance notice as specified above, he/she shall be required, upon his/her return to work, to provide to the Company a satisfactory written explanation of the reason for his/her failure to provide the required notice. The Company shall consider the Engineer's explanation and determine whether the explanation is satisfactory. If Management determines that the explanation is satisfactory, the Engineer shall be entitled to sick pay for the day(s) in question. If Management determines that the explanation is unsatisfactory, the Engineer shall not be entitled to sick pay for the day(s) in question. The Company's decision will be in writing. If an Engineer does not provide any written explanation, then he/she shall not be entitled to sick pay for the day(s) in question. If an Engineer is denied sick pay for any day(s), no sick leave shall be deducted from his/her sick leave accrual for that day(s).
 - (iii) An Engineer who becomes a Regular Engineer after having served as a Probationary Engineer ~~and/or Vacation Relief Engineer~~ and/or Daily Engineer shall, upon becoming a Regular Engineer, be credited with one (1) day of sick leave for each twenty-two (22) days of service (pro-rated in quarter-day segments for less than twenty-two (22) full days) of service, in any of the employment categories referenced above, to a maximum of six (6) days of sick leave. Such

retroactive sick leave credit shall be computed only for such work during the three (3) year period immediately preceding such Engineer becoming a Regular Engineer. Additionally, upon any individual becoming a Regular Engineer, he/she shall be credited on a pro-rata basis with the remaining sick leave for that calendar year.

- (iv) An Employee shall not receive payment for any unused sick leave at termination of employment.
- (v) An Engineer on an approved leave of absence which has exceeded nine (9) months on any January 1 shall not accrue sick leave as of that date. Upon the Engineer's return to work, he/she will be credited with sick leave on a pro-rata basis for the remainder of that calendar year.
- (b) The Station may require an Engineer on sick leave to obtain certification of his/her illness or disability by the Engineer's physician, and may also require the Engineer to be examined by a physician of the Station's choice, at the Station's expense and on the Station's time.
- (c) If an Engineer while on sick leave, receives any payments, other than medical expense, as the result of the Company's participation in a private or government sponsored insurance plan, then any such amounts received by the Engineer shall be deducted from the wages which the Engineer would receive while on sick leave hereunder. An Engineer with less than five (5) years' seniority who has been absent for one (1) year due to illness or disability may be terminated by the Company. An Engineer with five (5) years' or more but less than ten (10) years' seniority who has been absent for two (2) years due to illness or disability may be terminated by the Company. An Engineer with ten (10) years' or more seniority who has been absent for three (3) years due to illness or disability may be terminated by the Company. The determination of the Engineer's length of seniority for the foregoing shall be the Engineer's length of seniority after ninety (90) calendar days of illness or disability. However, any return to work during the ninety (90) calendar day period for fifteen (15) work days or less shall not "break" the ninety (90) day period, and any return to work during the one (1), two (2) or three (3) year period (whichever is applicable) for fifteen (15) work days or less shall not "break" the one (1), two (2) or three (3) year period (whichever is applicable). Such termination shall not be grievable or arbitrable.
- (d) In the case of a work-related injury which causes an Engineer to be unable to work for up to ninety (90) calendar days, and for which an Engineer is receiving Workers Compensation benefits, the Company will pay such Engineer a weekly benefit equal to the difference between the Engineer's Workers Compensation and sixty percent (60%) of his/her regular straight time rate of pay following the exhaustion of an Engineer's accumulated sick leave or beginning with the sixth week of the Engineer's absence, whichever is later. For Engineers who are injured while assigned in the field to a micro van, satellite truck, helicopter or to the transmitter, such weekly benefit shall commence following the exhaustion of the Engineer's accumulated sick leave or beginning with the fourth week of the Engineer's absence, whichever is later. All such Company-paid benefits will cease upon the Engineer being eligible for benefits under the Company's

Long Term Disability Plan for Union Employees.

Section 12.02

Union Leave

(a) Long Term

Upon four (4) weeks prior notice by the Union, the Company will grant an unpaid leave of absence for Union activity for not more than one (1) Engineer at any one time for specified periods up to one (1) year's duration. If such long term leave of absence for any Engineer extends for more than one (1) year, the Union will, effective the first of the month following the first day of the nineteenth month of the leave of absence, reimburse the Company for the cost of the Engineer's medical insurance. If an Engineer employed by KTTV/KCOP is on such long term leave of absence for the purpose of serving as a full-time elected officer of NABET-CWA Local 53, his/her service during the period of such leave shall be considered as membership service for purposes of the Pension Plan for Union Employees of Fox Television Stations, Inc. For purposes of determining a benefit under said Pension Plan, such Engineer shall be considered to have earned wages at the then-current Group A rate for Regular Engineers during the term of such leave. The preceding shall apply under the Pension Plan for Union Employees of Fox Television Stations, Inc. only if the Engineer returns to Company employment at the end of such leave, unless his/her failure to return is due to illness or death.

(b) Short Term

Short Term Union Leave –Upon two (2) weeks prior notice by the Union, the Company will grant an unpaid leave of absence for Union activity for ~~not more than~~ at least one (1) Employee at any one time for specified periods up to one (1) week's duration. No more than ~~four (4) such~~ seventeen (17) calendar days of short term leaves of absence shall be available to an Employee in any calendar year. Short Term leaves of absence shall not include any leaves of absence for grievance/arbitration and contract negotiations.

Section 12.03

Military Leave

Military leave will be granted in accordance with the requirements of applicable law.

Section 12.04

Other Leaves

A leave of absence may be granted to an Engineer upon his/her written request and approval of the Station. The granting or denial of any such leave by the Station shall be at its sole discretion, not subject to grievance or arbitration. Upon return of an Engineer from such leave of absence, he/she shall be re-employed in the position he/she held immediately preceding such leave, and for the purposes of his/her seniority, the time of such leave, not to exceed ninety (90) calendar days, shall be considered as time worked as an Engineer. The full cost of the Engineer's medical insurance shall be paid by the Engineer during any unpaid leave of absence longer than ninety (90) calendar days.

Section 12.05

Jury Duty

- (a) A Regular Engineer who is required by law to serve as a juror and who presents satisfactory written evidence of a Notice for Jury Duty, will be given the necessary time off, with pay, from his/her regular schedule for the period during which he/she serves as a juror. Should his/her required jury service go beyond a reasonable time (i.e., more than four (4) weeks), payment of full salary to the Engineer is subject to review. Such Engineer is expected to report to work on any day his/her jury duty hours reasonably permit. Upon completion of jury duty, the Engineer must provide the Company with proof of jury service.
- (b) An Engineer assigned to jury duty shall, following the commencement of jury duty, have his/her days off changed to Saturday and Sunday and his/her work hours on work days to 9:00 a.m. to 5:00 p.m. No penalty shall be payable for changes in his/her normally scheduled days off to Saturday/Sunday, nor for any change back to his/her normally scheduled days off, nor for any change of his/her work hours to 9:00 a.m. to 5:00 p.m. after completion of jury duty.

Section 12.06

Family and Medical Leave for Birth/Adoption

~~Disability due to pregnancy shall be treated like any other disability, in accordance with current practice, except that a pregnant Engineer is guaranteed four (4) months' leave during a period of documented pregnancy related disability. A Regular Engineer may request family and medical leave for the birth or adoption of a child. Such leave will be granted in accordance with applicable state and federal laws. The aggregate amount of time that may be taken for such birth/adoption related disability and family and medical leave during any twelve (12) month period shall be twenty six (26) work weeks. Such Engineer's seniority for all purposes upon returning shall include the period of such leave of absence.~~

Family and Medical Leave for Birth/Adoption will comply with State and Federal Law.

Section 12.07

Bereavement Leave

- (a) In the event of a death in the immediate family of a Regular Engineer, the Engineer shall be granted up to five (5) days leave of absence for bereavement purposes, with the first three (3) days to be paid leave and the last two (2) days to be charged against sick leave. The immediate family shall be limited to the Engineer's parents, parents-in-law, spouse, non-spouse domestic partner, children, brother, sister, grandparents, grandchildren, aunts, and uncles. The Company will not unreasonably deny additional unpaid time off for any of those listed above or others.
- (b) In the event of a death in the immediate family of a Daily Engineer who qualifies for PTO, the Engineer shall be granted up to five (5) days leave of absence for bereavement purposes, with the first three (3) days to be paid leave and the last two (2) days to be charged against paid time off. The immediate family shall be limited to the Engineer's parents, parents-in-law, spouse, non-spouse domestic partner, children, brother, sister, grandparents, grandchildren, aunts, and uncles. The Company will not unreasonably deny additional unpaid time off for any of those listed above or others.

Section 12.08

Personal Leave

The Company shall grant Regular Engineers up to three (3) days per year personal leave on a first come, first served basis, chargeable to sick leave, when requested in writing at least seventy-two (72) hours in advance by the Engineer, so long as no more than one (1) Engineer per operational area and/or four (4) Engineers total are given personal leaves on any one (1) day. Requests for personal leave may not be made more than one (1) month prior to the requested day off. If an Engineer requests a personal leave less than seventy-two (72) hours in advance, the Station shall not be obligated to grant such request. The Station has the option of granting additional personal leaves (beyond one (1) per operational area and/or four (4) total per day) depending on operational requirements.

Section 12.09

Voluntary Service Leave

An Engineer may request time off for the purpose of volunteer service for emergency relief efforts. These relief efforts are for such instances as natural disasters or catastrophic events. Such voluntary service must be coordinated through a recognized service organization.

An Engineer may use accumulated paid time off (vacation, personal days, or sick days), unpaid leave, or a combination of both. However, the use of, including the type of leave, is subject to final approval of the Company. It is expressly understood that the approvals herein are solely and exclusively made by the Company. The decision will be rendered by the Company within seventy-two (72) hours of the initial request.

ARTICLE XIII **EMPLOYMENT RELATIONSHIPS**

Section 13.01

Length of Service

- (a) “Seniority”, “length of service” or a term of similar import shall mean the period of time an Engineer has been employed by the Company as an Engineer. In computing seniority, the period of time employed by the Company as an Engineer in any category shall be credited towards his/her seniority as an Engineer except:

An Engineer who becomes a Regular Engineer as a result of service as a Probationary Engineer ~~or Vacation Relief Engineer~~, in accordance with Section 1.01(b)(i) or Section 1.01(b)(ii), respectively, shall not receive seniority credit as an Engineer exceeding one (1) year; and such seniority credit shall be computed only for such work during the three (3) year period immediately preceding such Engineer becoming a Regular Engineer.

- (b) Layoffs shall be made in accordance with the seniority lists attached hereto as Schedules 1 and 2, which lists may be updated from time to time upon mutual agreement of the Station and the Union.
- (c) The seniority of all Group D or higher Engineers employed by KTTV/KCOP shall be considered as one group for the purposes of layoff and rehire (Schedule 1). The seniority of all Group C Engineers employed by KTTV/KCOP shall be considered as one group for

the purposes of layoff and rehire (Schedule 2). Seniority lists of such KTTV/KCOP Engineers will be provided to the Union and the parties shall agree upon the lists.

- (d) All Engineers on Schedule 1 who were receiving the maintenance premium on June 1, 1991 shall continue to receive it during the term of this Agreement. Such maintenance Engineers may be assigned to perform air/production duties.

Section 13.02

Termination of Seniority

Seniority shall be terminated by any one of the following: resignation; discharge; retirement; termination pursuant to Section 12.01(c) hereof; failure to notify or accept re-employment on a regular basis as provided in Section 13.04(a) hereof; failure to notify the Company of acceptance or rejection of re-employment on a temporary basis as provided in Section 13.04(a) hereof; layoff

for more than two (2) years of an Engineer with more than two (2) years' seniority on the effective date of layoff as provided in Section 13.04(a)(i) hereof; layoff of more than one (1) year of an Engineer with two (2) years or less seniority on the effective date of layoff as provided in Section 13.04(a)(ii) hereof.

Section 13.03

Layoffs

- (a) In the event there is to be a reduction in the staff of Engineers at KTTV/KCOP, then Engineers shall be laid off in the inverse order of seniority from the appropriate KTTV/KCOP seniority list. Engineers who are laid off shall, on or before the effective date of layoff, receive a service letter from the Station, if same is requested. Before any layoffs of Regular Engineers at KTTV/KCOP, all Probationary ~~and Vacation Relief~~ Engineers at KTTV/KCOP will be laid off.
- (b) Engineers who are laid off shall receive advance notice of such layoff equal to one (1) week's notice for each year of service completed up to a maximum of four (4) weeks' notice or pay in lieu thereof, plus one (1) week's severance pay for each year of service completed up to a maximum of thirty-five (35) weeks' severance pay. In addition to severance pay payable in accordance with the foregoing sentence, Engineers with more than five (5) years' seniority who are laid off because of automation shall receive automation severance pay in accordance with the following:

<u>Seniority at the Company as an Engineer</u>	<u>Automation Severance Pay</u>
5 - 6 years	\$ 500.00
6 - 7 years	\$ 600.00
7 - 8 years	\$ 700.00
8 - 9 years	\$ 800.00
9 - 10 years	\$ 900.00
10 - 11 years	\$1,000.00
11 - 12 years	\$1,100.00
12 years and over	\$1,200.00

In lieu of the notice required as aforesaid, an Engineer who has been laid off and rehired

on a temporary basis for a period of time less than the period of notice to which he/she would otherwise be entitled on the basis of seniority need only receive notice equal to the period of his/her employment on a temporary basis. Any period for which an Engineer has previously received severance pay shall be excluded in determining any entitlement to severance pay upon a subsequent layoff.

- (c) ~~Any laid off Regular Engineer shall be given first consideration for any work as a Daily Engineer for which he/she is qualified.~~ **Any laid off Regular Engineer shall be given first consideration for any work as a daily employee provided he or she possesses the skills and abilities necessary to perform the work involved in the position to be filled for a period of time equivalent to his or her recall rights under Section 13.04(a). An Engineer will be deemed to possess the skills and abilities necessary to perform the duties involved for a daily position if he has satisfactorily performed the duties within six (6) months of his layoff. In the event an Engineer has not satisfactorily performed the duties of a daily position within the six (6) months prior to his layoff, the Company shall have the right to make the determination of his skills and abilities for the daily position. The Company's determination with respect to skills and abilities shall be subject to the grievance and arbitration provisions of the Agreement. In any such arbitration proceeding, however, the arbitrator shall have no power to substitute his/her judgment for the judgment of the Company, but shall sustain the Company's determination if the Company has acted in good faith upon the basis of its judgment and not arbitrarily or capriciously.**

See also New Sideletter re: Voluntary Layoff

Section 13.04

Re-Employment of Engineers

- (a) Before new Engineers are employed by the Company in any classification treated separately for seniority purposes, an Engineer with more than ~~six (6) months'~~ **one (1) year of** seniority who has been laid off in such classification shall be offered re-employment on the basis of seniority as an Engineer in such classification for a period of:
- (i) ~~Two (2) years from his/her effective date of layoff if he/she has on such date more than two (2) years seniority; or,~~
- ~~(ii) One (1) year from his/her effective date of layoff if he/she has on such date two (2) or less years of seniority.~~ **and who possesses the necessary skills and abilities to perform the work required shall be offered reemployment on the basis of seniority as an engineer in such classification for a period of eighteen (18) months from his/her effective date of layoff.**

An offer of re-employment shall be sent by the Company to the Engineer's last known home address by certified mail, with a copy to the Union. If such Engineer fails to notify the Company in writing of his/her acceptance within ten (10) days of dispatch of said offer, or if such Engineer after so notifying the Company of his/her acceptance fails to report to work at the Station when required (but need not report sooner than twenty-one (21) days from the date of dispatch of said offer) then all of his/her rights under this

Agreement shall terminate forthwith. However, if an Engineer is offered re-employment on a temporary basis, then the period during which he/she must be offered re-employment shall not terminate if he/she declines such offer of temporary re-employment within ten (10) days of the date of dispatch of said offer.

- (b) If a laid off Engineer is re-employed during the period when he/she is entitled to receive an offer of re-employment, then his/her seniority shall be bridged for pay and all other purposes so that his/her seniority on his/her re-employment date shall be the same as on his/her effective date of layoff; it being understood that vacations shall be reduced on a pro-rata basis for the period of layoff.

Section 13.05

Discharges

The Company shall have the right to discharge any Engineer for cause by giving notice of the discharge with the reason therefore to the Union, and if the Union so requests, sending a copy of such notice to the Engineer discharged. ~~In order to give the Union an opportunity to discuss the matter, the discharge shall not become final for a period of one (1) week after the date it is implemented, but shall nevertheless be effective as of such date of implementation.~~ The Union may grieve and arbitrate such discharge. In the event the Union grieves the discharge of a Regular Engineer, Step Number One of the Grievance Procedure shall be by-passed and if the grievance is not settled at the Step Number Two meeting, it shall be submitted ~~immediately~~ **within ten (10) calendar days** to arbitration and the arbitration hearing shall be held within ~~one (1) week~~ **sixty (60) calendar days** of submission, **unless otherwise agreed to between the parties.** ~~and a decision rendered by the arbitrator at the hearing.~~ If an Engineer is discharged for cause, he/she shall lose all rights and privileges with respect to notice, severance pay and automation severance pay.

Section 13.06

Permanent Promotions and Demotions

- (a) Promotions shall be in the sole and exclusive discretion of the Station. Demotions shall be in the discretion of the Station, but the exercise of such discretion shall be subject to grievance and arbitration if such demotion is:

- (i) disciplinary, or
- (ii) made in bad faith.

An Engineer who has been upgraded for fifty percent (50%) or more of his/her working days in the previous twelve (12) months shall receive his/her upgraded salary while on vacation, sick leave, bereavement leave, jury duty leave, personal leave, and compensating days off.

- ~~(b) Notwithstanding anything contained in Section 13.06(a) of the Agreement, an Engineer may be downgraded under the circumstances set forth in Subsections (i) and (ii) below. The burden shall be on the Company to justify the downgrade, and such downgrading shall not be done for the purpose of creating classification vacancies.~~

- ~~(i) In the event an Engineer's performance is unsatisfactory, in lieu of discipline~~

and/or discharge under Section 13.05 of the Agreement, the Company may elect to downgrade the Engineer in accordance with the following procedure:

For the purposes of this Section, an Engineer's performance will be evaluated by the Company only according to the following standards:

- (a) — technical ability;
- (b) — accuracy in performance;
- (c) — supervisory skills, when applicable;
- (d) — decision making ability, when applicable.

The Company must notify the Engineer of his or her unsatisfactory performance. Such notice must be in writing and must specify the nature, extent and content of his or her unacceptable performance. It must also include specific examples of a recurring pattern of failure to meet the above standards.

Following delivery of the notice, the Engineer must be given a sixty (60) day evaluation period, the intent of which is to correct the deficiency. An Engineer may be downgraded following this sixty (60) day evaluation period only after failure to comply with specific standards contained in the notice. The downgrading shall be subject to grievance and arbitration under Article V of the Agreement if such downgrading is:

- (a) — disciplinary, or
- (b) — made in bad faith, or
- (c) — not made in accordance with this procedure.

(ii) — The Company may also downgrade an Engineer when the upgraded position which the Engineer has been filling is permanently eliminated. The Company will give the Engineer thirty (30) days advance notice of the decision and the reason therefore. The downgrade shall be subject to grievance and arbitration if such downgrading is:

- (a) — disciplinary, or
- (b) — made in bad faith, or
- (c) — not made in accordance with this procedure.

(iii) — In the event the arbitrator finds that the downgrade was disciplinary, made in bad faith or not made in accordance with the procedure set forth in either subparagraphs (i) and (ii) above, whichever is applicable, the arbitrator may make all appropriate orders, including, but not necessarily limited to, restoration to and reassignment to the higher classification.

The provisions of this Section 13.06(b) shall only apply to permanent promotions made effective after March 30, 1990.

Section 13.07

Temporary Upgrading

- (a) The Company may assign an Engineer to perform the duties of an Engineer in a higher Group on a temporary basis and such Engineer shall be paid for such upgrade the applicable rate for the higher-paid Group to which he/she is upgraded for the period of time that he/she is so upgraded, in one-quarter (1/4) hour increments. (Also see Subsection 13.07(c) below).
- (b) An Engineer who is assigned to train another Engineer shall receive a fee of ~~Seventeen Dollars (\$17.00)~~ **Twelve Dollars (\$12.00)** for such day he/she is so assigned provided that such training is for more than two (2) hours in any day. The Company will give good faith consideration to assigning a Staff Engineer to train another Engineer.
- (c) Engineers who are upgraded for more than one and one-half (1-1/2) hours in any one (1) work day under the provisions of Subsection 13.07(a) hereof shall be paid for such upgrade the applicable rate for the higher-paid Group to which he/she is upgraded for the period of time that he/she is so upgraded, but for not less than a full tour of duty on such day.

Section 13.08

Temporary Downgrade

If an Engineer who is regularly in a higher Group is temporarily assigned to perform the duties of an Engineer in a lower Group, he/she shall receive the wages of his/her regular higher Group.

Section 13.09

Lounge

The Company will provide a quiet room/break area for all employees, whether in the bargaining unit or not.

Section 13.10

Parking

The Station will provide parking for Regular Engineers, subject to its obligations under any applicable law or regulation. Any changes in Station parking policy which are implemented as a result of its obligations under applicable law or regulation will apply to Regular Engineers to the same extent as such changes apply to other Station employees. The Station will provide advance written notice to the Union of any such changes. No Engineer will be penalized for inability to participate in Company policy as a result of AQMD regulations.

ARTICLE XIV **TRAVEL AND TRANSPORTATION**

Section 14.01

Method of Transportation

The Company shall have the right to designate the method of transportation to be used except that Engineers shall not be required to use their own automobiles unless they consent thereto; provided:

- (i) the use of street cars or public motor buses shall not be required when equipment

is to be transported and other means of transportation are available; and

- (ii) travel by common-carrier out-of-town shall be by reasonable accommodations.

Section 14.02

Travel Time

When an Engineer is scheduled by the Company to travel from home to a field pick-up on an assignment which does not require the Engineer to stay away from home overnight, he/she shall be credited with the time normally required to travel from the Station to such field pick-up. If such Engineer is not scheduled to return to the Station from such assignment he/she shall be credited with a like amount of time for the return home. All travel time shall be credited as time worked.

Section 14.03

Automobiles

Engineers who consent to use their automobiles when the Company requests shall be reimbursed in accordance with Company policy.

Engineers who consent to use their automobiles when the Company requests the same shall receive the following:

- (a) If the Company does not provide transportation from the foot of the Los Angeles Crest Highway at Foothill Boulevard in La Canada, California, to the toll gate at Mount Wilson to an Engineer required to perform work at the Mount Wilson Transmitter, then an automobile allowance of Eighteen Dollars (\$18.00) shall be paid for the trip to the toll gate and return.
- (b) Except as provided in subparagraph (a) above, the applicable IRS rate (other than for the mileage between the Engineer's home and his/her regular place of work) with a minimum of Seven Dollars (\$7.00) for each day, plus parking fees.
- (c) An Engineer shall be reimbursed for any "deductible" expense incurred by the Engineer as a result of the use of his/her vehicle while on Company business.

Section 14.04

Travel Expense

All requirements in this section shall be in accordance with Company Policy.

- (a) (i) The Company shall reimburse an Engineer for all reasonable and necessary travel expenses **in accordance with Company policy** when travel out-of-town is required or authorized by the Company.
- (ii) If an Engineer is required to remain out of town over night, then he/she shall receive as his/her reasonable and necessary expenses for meals, living expenses, other than accommodations, taxi cab fares and telephone calls a subsistence allowance of Forty-five Dollars (\$45.00) per day.

(v) — If an Engineer is assigned to a location, other than the Station's main Transmitter site, more than fifty (50) miles from the main studios of KTTV/KCOP, but is not required to remain out of town over night, he/she shall receive the following payment for each meal he/she is required to eat while on such assignment, which is not provided for him/her by the Company:

Breakfast —	\$ 8.00
Lunch —	\$11.00
Dinner —	\$16.00

The Company will provide single accommodations, if available, for Engineers spending a night out of town.

(b) — The Company will, at its expense, furnish or arrange for:

(i) — Reasonable living accommodations, insofar as available, when an Engineer is required to spend the night away from home;

(ii) — Transportation between the out of town job location and the living accommodations;

(iii) — A station to station telephone call of not more than three (3) minutes upon arrival, and for each day that the Engineer is out of town, an additional station to station call home of not more than three (3) minutes.

(iv) — Station to station telephone call of not more than three (3) minutes, in the event of a change in the scheduled date, time or method of returning to Los Angeles.

(v) — Payment will not be made for any telephone call referenced in Sections 14.04(b)(iii) and (iv) above unless the call is actually made. The rate of reimbursement shall be based on the phone company rate from that locale.

There may be unusual circumstances when an Engineer would be entitled to reimbursement for additional expenses other than those set forth above. If possible, an Engineer contemplating such additional expenses should obtain advance approval from the management supervisor in charge prior to incurring such additional expenses.

Section 14.05

Engineer Outside Area

If an Engineer is sent outside the Area (Section 6.01) to perform services for the Company, then he/she shall be entitled to the benefits of the Agreement while outside of the Area.

Notwithstanding the foregoing and any other provisions of this Agreement to the contrary, in the event the Company elects to send an Engineer to work overseas, the Engineer shall be paid a minimum daily rate equivalent to eight (8) hours of his/her regular straight time rate and four (4) hours of time and one-half (1-1/2x). No other penalties or premiums shall be paid. The Engineer shall also receive his/her travel per diem as set forth in Section 14.04(a)(ii). "Overseas" for the purposes hereof means other than the United States, Canada, Virgin Islands, Puerto Rico and, if

applicable, American Samoa. Such overseas assignment at the foregoing rate shall be on a voluntary basis. Engineers on such assignments shall receive the overseas rate for all days on such assignment, including travel days and all days “outside Area”, regardless of whether the Engineer performs any work on such day.

Section 14.06

Change of Place of Assignment

If the normal place of assignment of an Engineer is permanently changed to the Transmitter from the Studio, or vice versa, for the first one hundred and twenty (120) days of work following such change he/she shall receive “Travel Compensation”, as set forth below, if the mileage to the base of Mount Wilson from his/her home is greater than the mileage to the Studio from his/her home, or vice versa. Such Travel Compensation shall be paid at the applicable IRS rate for each additional mile he/she is required to travel from his/her home to his/her new assignment, and vice versa. No travel compensation shall be paid to an Engineer whose normal places of assignment include both the Transmitter and the Studio.

ARTICLE XV **SAFETY**

Section 15.01

Safety

- (a) Except as otherwise provided in this Agreement, no Engineer may work on equipment while power is applied to the equipment without another qualified member of the Engineering Department being present.
- (b) No Engineer shall be required to climb a transmitter tower, except that an Engineer may be required to climb to the forty (40) foot platform on the Mount Wilson Transmitter tower by the stairway leading thereto. In the event that work on the Mount Wilson Transmitter Tower is required above the forty (40) foot platform and the Engineers then on duty at the Transmitter decline to perform such work, then the Company may assign any other person to perform such work, provided, the Company shall at all times attempt to use Engineers for such work if time permits.
- (c) No Engineer at the Mount Wilson Transmitter may, without the presence of another qualified member of the Engineering Department, perform any work:
 - (i) On after-hours testing, remodeling or maintenance; or
 - (ii) During the Transmitter’s operating hours when he/she is required to be within the Transmitter enclosure while any Transmitter power is on.
- (d) Automatic safety devices will be installed by the Company where necessary.
- (e) Upon the request of an Engineer assigned to a micro van in the field, the Company will make a good faith effort to make a bullet resistant vest available to such Engineer.
- (f) A fee of Thirty Dollars (\$30.00) per day shall be paid to each Engineer assigned to a helicopter flight.

Section 15.02

Labor / Safety Committee

An active and authoritative Safety Committee consisting of at least one (1) member of the Union and one (1) member of Management shall be established, and shall meet quarterly to discuss labor and safety problems. The designated Union Committee Member(s) shall not suffer any loss of wages with respect to any meeting involving safety matters. Such meetings will be coordinated with the NABET News Unit.

ARTICLE XVI
PROBATIONARY, VACATION RELIEF, AND DAILY ENGINEERS

Section 16.01

Probationary and Vacation Relief Engineers

- (a) ~~The employment of Probationary Engineers and Vacation Relief Engineers may be terminated without recourse to the grievance and arbitration procedures. A Probationary or Vacation Relief Engineer who commences his/her weekly work schedule will receive notice of termination of employment, or pay in lieu thereof as set forth below, not less than seventy-two (72) hours prior to the end of his/her last scheduled day of work in that week. In the event that an Engineer does not receive such notice, he/she shall receive three (3) days pay in lieu thereof. The appearance of a terminated Probationary or Vacation Relief Engineer on any subsequent schedule shall not result in any additional obligation on the part of the Company.~~
- (b) ~~The only provisions of this Agreement which shall not be applicable to Probationary and Vacation Relief Engineers are the following Sections:~~

- 11.01 (Vacations)
- 12.01 (Sick Leave)
- 12.05 (Jury Duty)
- 12.06 (Family and Medical Leave for Birth/Adoption)
- 13.01 (Length of Service)
- 13.02 (Termination of Seniority)
- 13.03 (Layoffs)
- 13.04 (Re-Employment of Engineers)

Section 16.02

Daily Engineers

A Daily Hire may be used under the following conditions:

- (a) To fill in for a Staff Engineer when temporarily out due to vacation, holiday or any leave outlined in Article XII. If there are any Staff Engineers on layoff, they will have the first right of refusal for any Daily Hire position(s) for which they are qualified.
- (b) For Special Event Programming or to fill in for a person performing Special Event Programming such as:

- (i) One time only programming (i.e. parades)
- (ii) Syndicated or Network Programming that may be cancelled at any time (i.e. Good Day Live)
- (iii) Seasonal News Programming (i.e. Fox Overtime and Sweeps)
- (iv) Breaking and Special News Events which cause a temporary need for additional staff (i.e. elections, play-offs, war coverage)
- (v) **When skills are not otherwise available among existing regular Engineers.**

Any Daily Hire employed for these purposes will only work on, between, or assignments related to these programs and events. In addition a Daily Hire may be used to fill in for a staff person specifically assigned to work on aforementioned program(s) and/or event(s).

- (c) There shall be no interchange in the performance of duties between Daily Engineers employed to perform the duties of Group C Engineers and Daily Engineers employed to perform the duties of Group D or higher Engineers.
- (d) Daily Engineers shall receive ~~one fifth (1/5) of the applicable weekly~~ **eight (8) hours at the applicable hourly** rate for each day they work, **plus an amount equal to twenty percent (20%) thereof.** If a Daily Engineer is assigned to perform the duties of an Engineer in a higher Group, he/she shall be upgraded in accordance with Section 13.07(c) of this Agreement.
- (e) For the purposes of advancement on wage escalators only, Daily Engineers shall be given credit for one (1) week of service for each forty (40) hours (all hours worked) of prior employment as a Daily Engineer. For purposes of seniority, Daily Engineers who become Regular Engineers shall be given credit for eight (8) hours of service for each day of prior employment as a Daily Engineer during the three (3) year period immediately preceding such Engineer becoming a Regular Engineer, not to exceed a total of one (1) year of such employment.
- (f) Daily Engineers shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all actual work in excess of eight (8) hours on any day and in excess of forty (40) hours in any work week and at the rate of two (2) times their regular hourly rate for all work in excess of twelve (12) elapsed hours since the Daily Engineer's in-time on any day.
- (g) The minimum call on any day for Daily Engineers shall be eight (8) hours. However, notwithstanding the foregoing sentence, the minimum call for Daily Engineers assigned to lighting plot days, technical production meetings, remote surveys, and technical set-up days shall be four (4) hours, for which a Daily Engineer shall be paid one and one-half (1-1/2) times his/her regular straight time rate for each hour worked on any such call or extension thereof. If requested, an Engineer may elect to work a second consecutive four (4) hour call. Overtime after eight (8) hours of actual work shall be paid in one-quarter (1/4) hour increments, with double time (2x) payable after twelve (12) elapsed hours since the Daily Engineer's in-time. The provisions of Section 8.05 shall not apply to a

Daily Engineer assigned to a four (4) hour call, unless he/she works beyond the initial four (4) hour call.

- (h) The only provisions of this Agreement which shall not be applicable to Daily Engineers are the following:

8.01 (a)-(d)	Week and Work Week and Work Day
8.02	Days Off
8.03	Scheduling and Schedule Changes
8.04 (b)	Turnaround
9.01	Wages
9.12	Insurance
10.01	Overtime-(a), (iv), (v)
10.02	Nature of Overtime
11.01	Vacations
11.02	Holidays
Article XII	Leave of Absence
Article XIII	Employment Relationships, except 13.07(c)
14.06	Change of Place of Assignment
16.01	Probationary and Vacation Relief Engineers

- (i) Notwithstanding the above, Daily Engineers who work on the Holidays specified in 11.02 shall receive a premium of one-half (½) times their basic rate for all such hours worked. Daily Engineers shall not receive compensating days off.
- (j) Daily Engineers shall be notified of the cancellation of any scheduled shift not later than twenty-four (24) hours prior to the start of the call.
- (k) Daily Engineers will have contributions made on their behalf by the Company to the Entertainment Industry Flex Plan or other mutually agreeable Plan at a rate of eight percent (8%) **(increased to eight and one half percent (8.5%) effective 12 months after date of ratification of the successor agreement to the 2008-2011 Agreement and further increased to nine percent (9%) effective 24 months from such date of ratification)** of their appropriate rate for all time worked.
- (l) Daily Engineers will receive paid time off as follows:
- (i) Daily Engineers who have worked the following listed hours (all hours worked) for KTTV/KCOP in each of the previous two (2) calendar years shall receive paid time off as follows in the following vacation year (February 1 through January 31):

<u>Hours</u>	<u>PTO Days</u>
1000	5
1080	6
1160	7
1240	8
1320	9

1400	10
1480	11
1560	12

- (ii) Daily Engineers who have worked one thousand (1000) hours (all hours worked) for three (3) or more consecutive calendar years, if in the next calendar year he/she works more than seven hundred fifty (750) but less than one thousand (1000) hours (all hours worked), he/she shall receive three (3) days of paid time off in the following vacation year. In order to qualify for paid time off in the vacation year subsequent to the year in which he/she received three (3) days of paid time off, he/she must meet the minimum qualification level in Section 16.02(l)(i) above.

Such paid time off will not accumulate from year to year. The paid time off benefit will commence January 1, 1995, based on time worked in 1994 and 1993. Once a Daily Engineer has qualified for paid time off and received it for a vacation year, in order to receive it in the next vacation year, he/she must have worked the requisite amount of time in the previous calendar year only. If a Daily Engineer leaves the employ of the Company during any calendar year for any reason, he/she shall be paid for any unused paid time off from that year. Additionally, he/she shall be paid for any paid time off he/she would have been eligible to take during the next vacation year, based on all hours worked during the calendar year in which he/she left the employ of the Company.

When paid time off is to be used as sick leave, a Daily Engineer shall give a minimum of ~~two and one-half (2-1/2)~~ **four (4)** hours' notice. If such notice is not given, the provisions of Section 12.01(a)(iii) shall apply. When paid time off is to be used as planned time off, it will be scheduled by mutual agreement between the Daily Engineer and the Company and may be taken as single or multiple days. The Daily Engineer must request such planned time off at least one (1) week in advance on a form to be provided by the Company. The Company will respond to such request within forty-eight (48) hours. KTTV/KCOP may also elect to have Daily Engineers choose such planned time off at the same time Regular Engineers choose vacation or any other methodology for the choosing of paid time off which makes operational sense. In the event of any conflict between Daily Engineers over scheduling of paid time off, KTTV/KCOP has the sole discretion to resolve the conflict and in doing so will consider the work assignment of the Daily Engineers, the availability of replacements, the relative length of service of the Daily Engineers and any other relevant factors.

Each January, KTTV/KCOP will notify the affected Daily Engineers and the Union of the number of days of paid time off for which the Daily Engineers have qualified for that vacation year. Quarterly updates will also be given to the Union. Each July, KTTV/KCOP will give each affected Daily Engineer an accounting of how many days of

paid time off he/she has remaining for that vacation year with a reminder that such paid time off cannot be carried over to the next vacation year.

- (m) In the event the Company permanently ceases employing a Daily Engineer who has qualified for ten (10) days of paid time off, such Daily Engineer shall be paid for all

scheduled time posted or five (5) days, whichever is greater. In the event the Company permanently ceases employing a Daily Engineer who has qualified for five (5) days of paid time off, such Daily Engineer shall be paid for all scheduled time posted.

(n) ~~A Daily Engineer who qualifies for paid time off, is required by law to serve as a juror and who presents satisfactory written evidence of such requirement, shall be paid eight (8) hours' at his/her regular straight time rate of pay for each day that he/she actually is on jury duty, provided the Daily Engineer would normally have been scheduled to work that day, to a maximum of ten (10) days per calendar year. A Daily Engineer who is on call for jury duty, but who is not required to report to the court, shall report to KTTV/KCOP for assignment at a time determined by KTTV/KCOP. Upon completion of jury duty, the Daily Engineer will immediately provide the Company with proof of jury service.~~

- (o) (i) Daily Engineers may contribute to the Communications Workers of America Savings and Retirement Trust ("CWA-SRT", also known as the CWA 401(k) Plan) through pre-tax payroll deductions in accordance with the terms and provisions of said Plan. Such contributions shall be remitted weekly to the CWA-SRT.
- (ii) The Company shall contribute three percent (3%) of base salary for eligible Daily Engineers to the CWA-SRT. Such contributions shall be remitted **bi**-weekly to the CWA-SRT. Contributions for eligible Daily Engineers are made on the same pay types which were recognized by the Pension Plan for Union Employees of Fox Television Stations, Inc. ("Pension Plan"). All Daily Engineers who were participating in the Pension Plan as of May 30, 1999 were immediately eligible for this Company contribution. Eligibility requirements for other Daily Engineers are the same as the eligibility requirements of the Pension Plan: one thousand (1,000) hours of service in a twelve (12) month period commencing on the date of hire or any calendar year thereafter. All Company contributions are subject to IRS limitations. The CWA-SRT will immediately one hundred percent (100%) vest Daily Engineers with the Company's contributions. The fact that the Company makes contributions to the CWA-SRT on behalf of eligible Daily Engineers does not affect the right of Daily Engineers to also elect to have pre-tax payroll deductions made to the CWA-SRT as provided in (i) above. Daily Engineers have the right to elect or not to elect such pre-tax payroll deductions whether or not they are eligible to have Company contributions made on their behalf.

ARTICLE XVII FORMAL PROVISIONS

Section 17.01

Term of Agreement and Termination

- (a) This Agreement shall be effective as of ~~July 1, 2008~~ **July 1, 2011**, and shall continue in full force and effect to and including Midnight, ~~June 30, 2011~~ **TBD (three years from date of ratification)**, subject to the right of the Union to terminate the Agreement upon sixty (60) days prior notice if, during the term of Agreement or any extension thereof, the Company's "Pension Plan for Union Employees" should be terminated with respect to coverage of the Engineers.
- (b) This Agreement shall continue in effect from year to year after ~~June 30, 2011~~ **TBD (three years from date of ratification)**, unless either party gives to the other party at least sixty (60) days prior written notice effective as of Midnight, ~~June 30, 2011~~ **TBD (three years from date of ratification)**, or Midnight of any ~~June 30th~~ **TBD** thereafter, of its intention to modify or terminate this Agreement.
- (c) Not later than thirty (30) days prior to the termination of this Agreement, the parties shall meet for the purpose of negotiating the terms and conditions of employment of Engineers after the effective date of the termination of the Agreement.

Section 17.02

Successors and Assigns

This Agreement shall be binding upon the parties and their respective successors and assigns.

Section 17.03

Separability

If any clause, sentence, paragraph, or part of this Agreement or the application thereof to any person or circumstance, shall for any reason be adjudged by a court or administrative agency of competent jurisdiction to be invalid, such judgment or decision shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operations to the clause, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment or decision shall have been rendered. It is hereby declared to be the intent of the parties hereto that this Agreement would have been accepted even if such invalid part of the Agreement had not been included.

Section 17.04

Notices

Any notice that is required to be given or may appropriately be given by either party hereunder, shall be in writing and shall be given by prepaid certified mail or by prepaid telegram or teletype.

All notices to the Company shall be addressed to "Fox Television Stations, Inc., ~~2121 Avenue of the Stars, Suite 2238~~, Los Angeles, California 90067 **1211 Avenue of the Americas, 21st Floor, New York, New York, 10036** Attention: "Vice President Labor Relations", and all notices to the Union shall be addressed to "National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 20001," with a copy to "Local 53, National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, 1918 West

Burbank Blvd., Burbank, California 91506.” Notices hereunder shall be deemed given at the time of dispatch. Either party may change its address for notices by notice to the other party in accordance with the foregoing.

Section 17.05

Full and Complete Agreement

This Agreement contains the full and complete agreement between the parties and cannot be changed or terminated orally; provided, however, nothing herein contained shall be deemed to prevent the introduction and use of past practices prior to May 31, 1991, in any grievance procedure, arbitration or administrative proceeding under the following limitations:

- (a) Past practices may only be used in relation to specific provisions of this Agreement to clarify, interpret or illustrate the meaning thereof;
- (b) Past practices may not be used to introduce a new term or condition into this Agreement; and
- (c) Past practices may not be used to oppose a change in the method of the Station’s operation.

IN WITNESS WHEREOF the parties have executed this Agreement on the _____ day of _____, **2008 TBD.**

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

FOX TELEVISION STATIONS, INC.

~~John Clark~~ **James Joyce**
Sector President, NABET-CWA

~~Dean S. Ferris~~ **Kevin Casey**
Executive Vice President
Labor Relations

~~Michael Peterson~~ **Steven B. Ross**
President, NABET-CWA, Local 53

Cheryl Bacon
Negotiating Committee

David Casillas
Negotiating Committee

Larry Farmer
Negotiating Committee

SIDELETTER I

June 1, 1997

In reference to Section 6.02(c)(x), without excluding jurisdiction, it is understood that in no event may the functions of an Electronic Graphic Artist be used to supplant, replace or be used in conjunction with program recording and/or playback and electronic program editing of elements three (3) minutes or more excluding animation.

The work of Electronic Graphic Artists shall be limited to two (2) dedicated Electronic Graphic Areas at KTTV/KCOP (wherein shall be contained the equipment operated by electronic graphic artists) and Engineers shall in all cases select and initiate playback to non-graphic areas from memory and storage devices in the dedicated graphics area to any other areas.

In no event shall a non-Engineer Electronic Graphic Artist accept a live input (not to include live on tape) other than a live news feed or fixed camera for graphics only nor shall such non-Engineering Electronic Graphic Artist perform audio editing or the final audio mix for air.

It is not the intention of the Company to displace the work of Engineers on “promos”, as that term is understood by the parties, by having non-Engineering Electronic Graphic Artists perform such work, unless electronic graphics are involved.

SIDELETTER II

June 1, 1997

For those Engineers who retired under the terms and provisions of Sideletter IX of the 1988-1991 Agreement, the following shall continue to apply with regard to their major medical benefits:

1. — Such Engineer's major medical benefits under the Fox Television Stations, Inc. Group Medical Plan for Union Employees will be continued for himself and his eligible dependents, at no expense to the Engineer concerned. The Company's obligation to provide such coverage shall cease upon the following:
 - a. — For the Engineer, upon the end of the month in which his sixty fifth (65th) birthday occurs, and
 - b. — For the Engineer's eligible dependents (other than his spouse), covered at the time of the Engineer's retirement, upon the end of the month in which his sixty fifth (65th) birthday occurs, and
 - c. — For the Engineer's spouse, upon the end of the month in which her sixty fifth (65th) birthday occurs.

The Company's obligation to provide such coverage shall also cease upon the Engineer becoming eligible for benefits coverage under another employer's major medical plan.

SIDELETTER III

June 1, 1997

~~This is to confirm our understanding with regard to the promotion of Regular Engineers.~~

~~The Company has the right to permanently promote Regular Engineers at any time on a fully discretionary basis, as stated in Section 13.06 of the Agreement.~~

~~Additionally, the Company intends to evaluate Regular Engineers on or about January 1 of each year. Effective January 1 of that year, Engineers who meet the criteria below will be promoted to the upgraded rate for which they qualify:~~

- ~~1. The Engineer must be paid in an upgraded position at least eighty five percent (85%) of the time in each year of a two (2) year period, calculated each year.~~
- ~~2. The Engineer must have at least two hundred and twenty (220) days of paid upgrades per year. This includes vacation, sick leave, overtime, etc. paid at an upgraded rate. Engineers on four (4) day work weeks will have the minimum requirement pro-rated.~~
- ~~3. During this two (2) year period, the Engineer may not have had a disciplinary suspension. Discipline of a less severe nature than suspension (i.e., letter of warning, letter of reprimand, letter of caution) does not disqualify the Engineer.~~

SIDELETTER IV

July 1, 2002

Consistent with past practice, the Company reserves the right to inspect the Engineer's drivers licenses and driving records at reasonable intervals.

SIDELETTER V

July 1, 2002

The following will serve to confirm our understanding with regard to the conditions under which KTTV/KCOP Engineers may be assigned to take Electronic News Gathering (ENG) vehicles and equipment home.

1. The assignment of ENG vehicles and equipment to Engineers to be taken home for a designated period of time shall be by mutual agreement on a case by case basis. News Managers authorized to approve such assignment are the News Director, Assistant News Director, Vice President Broadcast Operations and Director of Engineering. Such assignments will be made on an ad hoc basis, as operational needs require.
2. Engineers driving and parking ENG vehicles within the terms of these procedures will be covered by the same terms of insurance, and to the same extent, as those presently applicable to Engineers assigned to ENG vehicles.
 1. When parking ENG vehicles at their residence, Engineers will be responsible for securing the vehicle in the usual way. Camera(s), tripod(s), and cellular phone(s) must always be taken into the Engineer's residence for safekeeping. Other equipment may be taken into the Engineer's residence for safekeeping and/or for charging in the case of batteries. All equipment removed from the vehicle and placed in the Engineer's residence, or left secured in the vehicle if not one of the above-mentioned items, shall be the responsibility of the Company. The Engineer is expected to take reasonable precautions with regard to the security of all equipment and the ENG vehicle.
4. Except for scheduled work days and normal days off, it is the Engineer's responsibility to ensure that the ENG vehicle and equipment are physically at the premises of KTTV/KCOP.
5. The following guidelines apply with regard to definitions of time worked:
 - a. All time except an Engineer's normal commute time to/from the main studios of KTTV/KCOP will be considered time worked, including reasonable gear-up and gear-down time which shall normally be fifteen (15) minutes.
 - b. If an Engineer is called on the cellular phone by the Assignment Desk during his/her commute and he/she must proceed immediately to the story, he/she will be "on the clock" from the time of the call.
 - c. If an Engineer is called at home by the Assignment Desk and he/she must proceed immediately to the story, he/she will be "on the clock" from the time of the call.
 - d. By way of example, if an Engineer's normal start time is 8:00 a.m., and he/she is called at home by the Assignment Desk at 7:30 a.m. and instructed to be at a story at 9:00 a.m., he/she will be "on the clock" at 8:00 a.m. (his/her normal start time) unless he/she has to leave earlier than 8:00 a.m. to get to the story, in which case he/she will be "on the clock" when he/she departs for the story.

- e. At the end of the work day, an Engineer returning to his/her residence will determine with the Assignment Desk an off-time, including reasonable gear-down time.

The parties agree that the above guidelines regarding time worked are not inclusive of all possible situations and that variations will be worked out on a case by case basis as necessary.

- 6. All Engineers who agree to take ENG vehicles and equipment home shall be given a copy of this Sideletter and will be asked to sign a copy of it acknowledging that they have read and understand it and are hereby notified that failure to comply with any provision(s) of this Sideletter will result in disciplinary action, including suspension, and could result in immediate dismissal.

SIDELETTER VI – Cross Utilization

July 1, 2002

Updated: July 1, 2008 **TBD**

Full cross-utilization of Microvan Operators and News Photojournalists. Cross-utilization is defined as the performance of ENG, photography, live transmission, or editing duties under the jurisdiction of NABET-CWA 53 by members of IATSE-600, and performance of duties under the jurisdiction of IATSE-600 by members of NABET-CWA 53. Such cross-utilization will only occur under the following conditions:

- (i) Any NABET or IATSE represented employees may be cross-utilized on a given day. The Company will balance the number of said cross-utilized personnel on a one for one basis.
- (ii) Individual Employees who are cross-utilized will be paid at the highest applicable rate (NABET Group B, IATSE 600, or their own rate, which ever is higher).
- (iii) On live shots for which two cross-utilized employees are assigned, the employee assigned to drive the microvan will be designated primary microvan operator, and will be responsible for duties associated with the microvan, and the second employee will be the primary photographer.
- (iv) There will be no reduction in force of staff personnel from either of the signatory bargaining units as a direct result of this agreement.
- (v) IATSE-600 photographers who previously operated the KCOP satellite truck may continue to operate that vehicle.
- (vi) Cross-utilized IA 600 Employees may edit pieces in the microvan which are directly related to the story assigned.
- (vii) In the event that the number of IATSE represented employees exceeds the number of NABET represented employees in any given day, the Company will have five (5) days (**not including weekend days**) to assign more NABET represented employees than IATSE represented employees in order to balance the total number of cross-utilized employees for the **such 5-day** time period.

SIDELETTER VII – Non-Linear Editing

July 1, 2002

Updated: July 1, 2008

The Company recognizes that editing is under the jurisdiction of the bargaining unit and that non-bargaining unit personnel will supplement bargaining unit editors. In addition, the Company anticipates an on-going need for editors in the promo area.

The following job categories of KTTV/KCOP employees may perform non-linear editing functions without limitation as follows:

- (i) Engineers
- (ii) Writers
- (iii) Producers (including executive producers)
- (iv) Reporters and Anchors
- (v) Promotion Producers and management of the Promotions Department.

These individuals must have a direct editorial connection to the non-linear editing assignment and the piece must be one in which they were assigned. The individual's job, not editing, continues to be the primary job function of these individuals. Such work will be performed in the individual's work area.

Non-bargaining unit employees may only edit material stored within the non-linear editing system or material stored on a server connected to a non-linear editing system.

KTTV/KCOP Engineering Editors shall be given the opportunity, at the discretion of the Company, to write news for broadcast purposes.

SIDELETTER VIII (NEW) – New and Emerging Media
July 1, 2008

During the negotiations of 2008 the Company and Union discussed new and emerging technologies. It is agreed that Engineers will be utilized to perform work related to new and emerging technologies on a non-exclusive basis.

Schedule 1 – Engineers Seniority List

[Company and Union shall update list below and merge lighting personnel into combined list]

Seniority	Last Name	First Name	Seniority Date
Group D			
1	Peterson	Marco	27-Aug-71
2	Hendriks	Keith	17-Aug-75
3	Saltzman	Dan	22-Sep-75
4	Singer	Allan	16-Oct-75
5	Chigaridas	Chris	20-Oct-75
6	Bosworth	Ed	19-Apr-76
7	Houston	Robert	02-Aug-76
8	Moore	Leo	11-Oct-76
9	Casillas	David	14-Dec-77
10	Hicks	Burt	19-Dec-77
11	Leach	Kim	24-Jul-78
12	Babcock	Brett	21-Aug-78
13	Knox	Janet	16-May-79
14	Gaisbauer	Noreen	26-Nov-79
15	Michaelene	Denise	10-Dec-79
16	Heath	Laurence H.	07-Jan-80
17	Spitzer	George	25-Aug-80
18	Ubelacker	Thomas M.	02-Oct-80
19	Bacon	Cheryl	12-Jan-81
20	Hara	Alice	13-Apr-81
21	Achille	Emmanuel	30-Apr-81
22	Rozner	Charles	24-Aug-81
23	Pasternak	William	26-Aug-81
24	Decker	Patrick B.	21-Sep-81
25	Rosescu	Florin	05-Oct-81
26	Schwedock	Jeff	25-Jan-82
27	Ramm	Eric	22-Feb-82
28	Byous	Paul	17-May-82

29	Evans	Randy	24-May-82
30	Phillips	Penny	31-May-82
31	Zuckerman	Jerry	22-Jun-82
32	Izzo	Xenia	01-Aug-82
33	Carione	Tom	18-Oct-82
34	Tweden	John W.	07-Feb-83
35	Geil	Pam	14-Feb-83
36	Gaskins	Tim	07-Mar-83
37	Cannady	Ed	18-Apr-83
38	McCreary, Jr.	George	02-May-83
39	Chezem	Royce	15-Jun-83
40	Williamson	Susan V.	30-Jun-83
41	Murphy	Christopher J.	07-Jul-83
42	Valdez	Steve	09-Jan-84
43	Becker	Ron	13-Feb-84
44	Loughboro	William G.	17-Dec-84
45	Brown	L. Renee	28-Jul-86
46	Suen	Perry W.	11-May-87
47	Arvizu	David	15-Apr-90
48	Clementson	Chris M.	07-Jan-91
49	Ewing	Burke	17-Sep-91
50	Rosales	Francisco A.	29-May-93
51	Overton	Sherman D.	10-Jul-93
52	Careaga	Carlos	27-Sep-93
53	Baca	Tony	11-Oct-93
54	Devolve	Timothy	03-Apr-95
55	Else	Craig	05-Jul-95
56	Eng	Chris	21-Oct-95
57	Davis	Melvin	22-Nov-95
58	Peters	Roland	01-Jan-96
59	Wilson	Carolyn L.	16-Jan-96
60	Strike, Jr.	Thomas J.	29-Jan-96
61	Medina	Orfeo	26-Feb-96
62	Ruiz	Anthony H.	05-Apr-96
63	Loring	Mike	19-May-96
64	Wallace	Brian	26-May-96
65	Talavera	Arturo F.	24-Aug-96
66	Armstrong	Tshaka	31-Aug-96
67	Bauer	Kim	26-Feb-97
68	Domas	Mark	01-May-97
69	Black	Tom	14-Dec-97
70	Jackson	Mary	07-Jun-99
71	Williams	Russell	10-Jun-99
72	Adams	Steve	27-Mar-00
73	Ward	Steve	10-Apr-00
74	Jones	Robert	04-Oct-00

75	Modlin	Patrick D.	30-Nov-00
76	Knopper	Bruce	08-Sep-01
77	Ramirez	Saul	26-Feb-02
78	Newland	Steve	08-May-02
79	Sudeck	Mark	14-Jun-02
80	Mack	Vince	7/1702
81	Tickell	Mark	19-Jul-02
82	Cannady	Katherine	29-Jul-02
83	Owen	Dave	31-Jul-02
84	Boyajian	Steve	11-Aug-02
85	Cannady	Sean	21-Aug-02
86	Tucker	Val	28-Aug-02
87	Farmer	Larry	01-Sep-02
88	Morgan	Donna	01-Sep-02
89	Takumi	Kevin	11-Sep-02
90	Prado	Roberto	18-Sep-02
91	Cole	Robin	01-Oct-02
92	Franklin	Charlene	10-Oct-02
93	Bland	David	06-Jan-03
94	Zamorano	Christopher J.	24-May-03
95	Tijerino	Louis	31-May-03
96	Anastasia	Victor	02-Jun-04
97	Field	Mark	06-Sep-04
98	Phillips	Don	06-Sep-04
99	Wyant	Steve	08-Nov-04
100	Roman	Mark	15-Nov-04
101	Yancey	Nathaniel	19-Jan-05
102	Estrada	Robert	18-Apr-05
103	Schillhahn	KC	10-Jun-06
104	Gieryk	Brian	04-Sep-06
105	Shradar	Donny	04-Dec-06
106	Jara	Juan	30-Jan-07
107	Brochin	Karen	14-May-07
108	Colasuonno	Martin	17-Jul-07
109	Sachs	Adam	02-Aug-07
110	Grubbs	Russell	02-Sep-07
111	Poncica	Dave	09-Sep-07
112	Holloway	Don	10-Sep-07
113	Emerson	Peter	17-Sep-07
114	Richardson	Dona	19-Nov-07
115	Woodruff	Scott	16-Apr-08
116	Weidner	Luther	28-Apr-08
117	Fina	Christopher J.	05-Sep-08

Seniority	Last Name	First Name	Seniority Date
Group C			
1	Schirle	David	16-Mar-72
2	Johnson	Danny	22-May-02
3	Johnson	David	25-May-02

*****Merge Remaining Lighting Directors into Technician list**

First New Sideletter Re: Lighting

As part of the negotiations for a successor agreement to the 2008-2011 Agreement, the parties agreed to delete Section 7.01(e) regarding lighting (except Section 7.01 (e)(iii) with modifications) and make applicable conforming changes, so that the Company shall not be required to assign lighting directors in the circumstances described in that section, but may assign them to any technician duties. The parties further agreed that the seniority list for staff Lighting Directors shall be eliminated and that the staff Lighting Directors employed at KTTV/KCOP on May 2, 2012 shall be included on the appropriate technician seniority list. The two (2) staff Lighting Directors employed as of May 2, 2012 shall be converted to no less than the Group B rate. The Company agrees that no staff Lighting Director employed at KTTV/KCOP on May 2, 2012 shall be laid off as a direct result of the elimination of Section 7.01(e) (except Section 7.01 (e)(iii) with modifications) and the requirements to assign Lighting Directors in the circumstances set forth therein.

Second New Sideletter

[insert date]

NABET-CWA Sony ELC Operation

Both the Union and the Company agree to preserve without prejudice their respective positions as to the jurisdictional scope of the programming, set-up and operation of the Sony ELC system and which NABET-CWA bargaining unit has jurisdiction of the system.

The term ELC shall refer to the Sony Enhanced Live – production control system, or any automated production control system. The parties agree that the ELC will be operated under the following conditions:

An operating crew of at least two (2) employees shall be assigned to all scheduled news broadcasts, pre-production and post productions. At least one (1) employee shall be a Technical Director and at least one (1) employee shall be a Director.

Under regular operating situations the Technical Director and Director shall perform their work assignments, or the work assignments of each other.

It is agreed that no other employees (other than Technical Directors and Directors) shall perform any of the programming and operational duties associated with the set up and operation of the ELC, however, it is expressly understood that producers may continue to perform related job functions, as per past practice.

In the instance of spontaneous unscheduled breaking news where the Company is unable to have a two (2) person operating crew, the Company may assign one (1) Technical Director or Director as a single operator of the ELC. The Company will make every effort to meet the required staffing levels described in paragraph three (3) above as soon as possible.

Directors shall be paid at not less than the Engineering Group B rate.

This ELC operation agreement shall not be used to reduce the number of Directors or Technical Directors or the number of shifts assigned to Directors and Technical Directors.

Third New Sideletter
[insert date]

Voluntary Layoff

Notwithstanding any other provisions of this Agreement, grievances, arbitrations, settlements or practices to the contrary, in the event the Company determines that a layoff of persons in the bargaining unit is necessary pursuant to Section 13.03 of this Agreement, the Company may solicit any Regular Engineers as defined in Section 1.01(b)(iv) of this Agreement who are actively employed for voluntary layoff and, at its sole discretion, elect to offer to any volunteer with greater seniority than an Engineer selected for layoff pursuant to the procedures set forth in Section 13.03 of this Agreement, the same severance amount to which the Employee otherwise selected for layoff would have been entitled under Section 13.03 at the time he or she was selected for layoff. The Company's determination to make any such offer shall not be subject to the grievance and arbitration provisions set forth in Section 5.01 of this Agreement. Additionally, an Engineer who volunteers for layoff shall receive payment for any unused vacation time which has accrued as provided for in Section 11.01(d) of this Agreement.

It is understood and agreed that the Company's selection of candidates for voluntary layoff pursuant to this [Identify Sideletter or Section] shall be at its sole discretion and that the Company shall not be required to select candidates for voluntary layoff in seniority order nor shall the Company be required to select any particular number of candidates for voluntary layoff. It is understood and agreed that the Company may decide to select fewer candidates for voluntary layoff than the number of persons it needs to lay off or select no candidates for voluntary layoff. It is further understood and agreed that an Engineer to whom an offer of voluntary layoff is made may, at his or her sole discretion, refuse the Company's offer of voluntary layoff without harm or prejudice to the Engineer so refusing. If the Company does select fewer candidates for voluntary layoff than the number of persons it needs to lay off or selects no candidates for voluntary layoff, or if the Company is unable to obtain through solicitation the required number of volunteers

for layoff, the Company shall instead proceed with a layoff in inverse order of seniority on the applicable seniority list(s) pursuant to Section 13.03 until, combined with the Engineers who have accepted the Company's offer of voluntary layoff, the required number is met.

Sections 13.03(c) and 13.04 shall not apply to Engineers who volunteer for layoff. Section 13.02 regarding termination of seniority shall apply to Engineers who volunteer for layoff. Any voluntary layoff shall be non-revocable and non-rescindable at such time that the Engineer volunteering executes a letter including the amount of severance payment he or she is to receive and the terms regarding Sections 11.01(d), 13.03(c), 13.04, 13.03(b) and 13.02 set forth in this [Identify Sideletter or Section].

Fourth New Sideletter
[insert date]

The Union hereby agrees to promptly upon ratification withdraw with prejudice its August 16, 2011 grievance and arbitration demand regarding Master Control Hubbing in Las Vegas.