

AGREEMENT

by and between

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

and

FOX DIGITAL ENTERPRISES, INC.

for

FOX DIGITAL (ENGINEERING)

July 1, 2015 • June 30, 2019

Table of Contents

BASIC PRINCIPLES	2
ARTICLE I - SCOPE OF UNIT AND RECOGNITION	2
Section 1.01 Employees Covered	2
ARTICLE II - UNION SECURITY	4
Section 2.01 Union Shop	4
Section 2.02 Non-Discrimination	4
Section 2.03 Inspection	4
Section 2.04 Check-off.....	4
ARTICLE III - MANAGEMENT RIGHTS	6
Section 3.01 Management Rights.....	6
ARTICLE IV - NO STRIKE-NO LOCKOUT.....	6
Section 4.01 No Strike-No Lockout.....	6
Section 4.02 No Strike-No Lockout.....	6
ARTICLE V - SETTLEMENT OF DISPUTES.....	6
Section 5.01 Grievance and Arbitration	6
Section 5.02 Compliance	7
Section 5.03 Grievance Committee Members	7
ARTICLE VI - JURISDICTION.....	8
Section 6.01 Area Jurisdiction	8
Section 6.02 Trade Jurisdiction	9
Section 6.03 New Equipment.....	14
Section 6.04 Leasing	14
Section 6.05 Transfer of Operations.....	15
Section 6.06 Subcontracting.....	15
ARTICLE VII - OPERATIONAL REQUIREMENTS	15
Section 7.01 Company's Operations	15
(a) Engineers in Charge/Technical Directors.....	15
(b) Lighting.....	15
(c) Electronic Field Production (EFP).....	16
ARTICLE VIII - WORKING TIME.....	17
Section 8.01 Week and Work Week and Work Day	17
Section 8.02 Days Off	18
Section 8.03 Scheduling and Schedule Changes	19
Section 8.04 Turnaround	19
Section 8.05 Meal Periods	20
Section 8.06 Rest Periods	21
Section 8.07 Minimum Call	21

Section 8.08 Technical Phone Calls	22
Section 8.09 Beepers	22
Section 8.10 Continuous Tour	22
ARTICLE IX - PAY	22
Section 9.01 Wages	22
Section 9.02 Straight Time Rate	25
Section 9.03 Pension	25
Section 9.04 Pay Checks	26
Section 9.05 Classification of Engineers	27
Section 9.06 Night Differential	27
Section 9.07 Expense Reimbursement	27
Section 9.08 (Deleted - 2009 Negotiations)	27
Section 9.09 Industrial Seniority	27
Section 9.10 No Pyramiding, Overtime and Premium Pay	27
Section 9.11 Insurance	27
ARTICLE X - OVERTIME	28
Section 10.01 Overtime	28
Section 10.02 Nature of Overtime	29
ARTICLE XI - VACATIONS AND HOLIDAYS	29
Section 11.01 Vacations	29
Section 11.02 Holidays	33
ARTICLE XII - LEAVE OF ABSENCE	34
Section 12.01 Sick Leave	34
Section 12.02 Union Purposes	36
Section 12.03 Military Leave	36
Section 12.04 Other Leaves	36
Section 12.05 Jury Duty	36
Section 12.06 Family and Medical Leave for Birth/Adoption	37
Section 12.07 Bereavement Leave	37
Section 12.08 Personal Leave	38
ARTICLE XIII - EMPLOYMENT RELATIONSHIPS	38
Section 13.01 Length of Service	38
Section 13.02 Termination of Seniority	39
Section 13.03 Layoffs	39
Section 13.04 Re-Employment of Engineers	40
Section 13.05 Discharges	41
Section 13.06 Permanent Promotions and Demotions	41
Section 13.07 Temporary Upgrading	43
Section 13.08 Temporary Downgrade	43
Section 13.09 Lounge	43
Section 13.10 Parking	43

ARTICLE XIV - TRAVEL AND TRANSPORTATION	44
Section 14.01 Method of Transportation.....	44
Section 14.02 Travel Time.....	44
Section 14.03 Automobiles.....	44
Section 14.04 Travel Expense	44
Section 14.05 Engineer Outside Area.....	45
ARTICLE XV - SAFETY	45
Section 15.01 Occupational Health and Safety	45
ARTICLE XVI - PROBATIONARY AND DAILY ENGINEERS	45
Section 16.01 Probationary Engineers	45
Section 16.02 Group E Engineers.....	46
Section 16.03 Daily Engineers	46
ARTICLE XVII - CABLE	51
Section 17.01 General Provisions	51
Section 17.02 Cable Wage Rates	52
Section 17.03 Cable Penalties and Premiums	53
Section 17.04 Flex Plan.....	53
Section 17.05 Split Time	54
Section 17.06 Paid Time Off Rate	54
ARTICLE XVIII - FORMAL PROVISIONS	55
Section 18.01 Term of Agreement and Termination.....	55
Section 18.02 Successors and Assigns	55
Section 18.03 Separability	55
Section 18.04 Notices.....	55
Section 18.05 Full and Complete Agreement.....	56
SIDELETTER I (Deleted 2011 Negotiations)	58
SIDELETTER II (Deleted 2011 Negotiations).....	58
SIDELETTER III (Deleted 2009 Negotiations)	58
SIDELETTER IV	58
SIDELETTER V.....	58
SIDELETTER VI (Deleted 2009 Negotiations)	58
SIDELETTER VII.....	58
SIDELETTER VIII (Deleted 2011 Negotiations).....	61
SIDELETTER IX - New Equipment and Workflow	61
SIDELETTER X - Wage Escalator	62

SIDELETTER XI - Turnaround Clarification	62
SIDELETTER XII - Stage Rate Card for Syndication.....	62
SIDELETTER XIII - Internships	62
SIDELETTER XIV - Flex Plan Discussion.....	63
SIDELETTER XV (Deleted 2011 Negotiations)	63
SIDELETTER XVI - Joint Labor Management Committee	63
SIDELETTER XVII (Deleted 2015 Negotiations)	64
SIDELETTER XVIII – Web Based Scheduling, Posting and Timecard Systems.....	64
SIDELETTER XIX – Remote Triggering of Events.....	65
APPENDIX A – Engineering	65
APPENDIX B – Group C Engineers	65

**ENGINEERING AGREEMENT BETWEEN
FOX NETWORK ENGINEERING & OPERATIONS AND NABET-CWA LOCAL 53**

Agreement, dated as of July 1, 2015, 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 **Digital Enterprises, Inc.** with main offices at 1999 South Bundy Drive, Los Angeles, California, 90025 ("Company") which owns and operates Fox Digital, currently at 10201 West Pico Boulevard, Los Angeles, California, 90035 ("Network Engineering & Operations" or "NE&O").

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 NE&O to perform the services set forth in Trade Jurisdiction (Section 6.02) within the area (Section 6.01), except sixteen (16) named Engineering Management personnel at NE&O (a list of whom shall be provided to the Union by NE&O 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 national or broadcast emergency, which is defined as any event which may, in the judgment 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. Any Engineering Manager may only perform such services within five (5) minutes of an anticipated emergency 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 six (6) months. The Company may waive or shorten the probationary period, including such periods for Engineers previously hired by the Company as Daily Engineers.

(ii) Daily Engineers

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

(iii) 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 or Daily Engineer, and his/her salary.

The Company shall post notice of any opportunities for employment in Regular or Probationary 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.

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. NE&O 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 Engineer for anything said, written or done in furtherance of the policies and aims of the Union, which acts of the Engineers 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. **Further, the Parties agree that the Arbitration provisions of this Agreement shall apply for all statutory claims filed with the National Labor Relations Board (NLRB).**

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 NE&O 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)

Social Security # _____

I hereby authorize Fox **Digital Enterprises**, 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 **Digital Enterprises**, Inc. (Fox Digital or NE&O) 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 affected 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-No Lockout

It is agreed that there will be no stoppage of work, lockout, or other interference with Company operations and that the Engineers hereunder will perform their regular and customary duties for the Company until one of the parties has failed to comply promptly with any final decisions of the Arbitrator pursuant to Article V.

Section 4.02

No Strike-No Lockout

The Company will not assign, transfer or require Engineers to go to any radio or television station, transmitter, studio or property to perform the duties of employees who are on strike or to originate a program or programs especially for such station, nor shall the Company take any disciplinary action against an Engineer for his/her refusal to cross a picket line which has been established by NE&O's employees at NE&O's premises as a result of any authorized strike by members of the AFL-CIO; nor shall the Union take disciplinary action against an Engineer who chooses to cross a picket line which has been established by NE&O's employees at NE&O's premises as a result of any authorized strike by members of the AFL-CIO, other than a picket line established by Engineers covered by 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 eighteen (18) months of filing shall either be slated for arbitration as soon as possible after the eighteen (18) 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 NE&O. Engineers, not exceeding three (3), 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

The NE&O area jurisdiction ("Area") for the Engineers for the work set forth in Section 6.02 shall be as follows:

- (a) outside the Pico Lot but within the State of California, and in the Fox Network Center Building on the Pico Lot, all work historically performed by Engineers at the Fox Television Center, except:
 - (i) **for** the area within a radius of fifty (50) miles from any other Company owned and operated station;
 - (ii) NE&O may broadcast programs or any other material controlled by other than NE&O and which is not exclusively used by NE&O and shall not be required to assign Engineers to the pick-up of such programs or material. Additionally, NE&O shall not be obligated to use its Engineers on programs exclusively used by NE&O where it has entered into a license agreement with an independent third party when such independent third party retains the underlying copyright. Further, NE&O shall not be obligated to use its Engineers on programs exclusively used by NE&O for which NE&O purchases the underlying copyright from an independent third party. Such programs shall not be subcontracted by NE&O to an independent third party for the purpose of evading contractual obligations with the Union. Upon request from the Union, NE&O will provide to the Union a copy of any license, copyright or production agreement with an independent third party. NE&O 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 NE&O's premises. (This paragraph shall not diminish the rights of the Company under Section 6.04 hereof.);
 - (iii) for an inter-city microwave relay network consisting of two (2) or more stations including NE&O. (In such event, the Area for the purpose of maintaining and operating such microwave equipment shall be seventy-five (75) air miles from the main studio of NE&O.);
 - (iv) for telephone company microwave relay equipment, wherever located. Additionally, within a seventy-five (75) mile radius from NE&O, NE&O 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 NE&O's equipment is in use. It is understood that common carriers include, but may not be limited to, satellite, microwave, telephone line and fiberoptic methods of transmission;

- (v) where NE&O cannot obtain access to the point of pick-up, it may broadcast any program or program material without assigning an Engineer to the pick-up. NE&O 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".
- (b) on the Pico Lot, including in the New Executive Building, such work as is under the control of NE&O and is of a type which historically has been performed by Engineers (e.g., off-line post-production for Fox Broadcasting Company promos).

Section 6.02

Trade Jurisdiction

The trade jurisdiction of this Agreement shall include the work of Engineers within the area 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, and satellite operations;
 - (ii) videotape equipment including modifying the same. The cutting and splicing of videotape shall be done by Engineers on the videotape equipment used for recording and playback by NE&O. 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 NE&O, 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 NE&O if NE&O 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 NE&O, the duplication of which, if any, is controlled by NE&O, shall be made by Engineers except when NE&O 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 6.06 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.

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

Others as well as Engineers, may perform experimental work. NE&O 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 computer-type equipment and 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 NE&O where such equipment is normally operated by Engineers, of portable audio recorder and portable audio transmitters, receivers and playback equipment.
- (ii) The operation of videotape or other electronic medium recording equipment, in other than areas of NE&O 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 NE&O 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 NE&O where such equipment is normally operated by Engineers, for any purpose other than live or delayed broadcast to air by NE&O, or the playback of other material on the premises of NE&O, when such other material is actually being used for electronic editing of program material, which program material is to be broadcast by any station.

- (iv) The recording and dubbing of audio news material of any nature originating outside NE&O's studios other than in areas of NE&O 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 NE&O 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 NE&O for broadcast purposes (however, an Engineer shall be assigned to the removal of such technical equipment from Engineering operational areas of NE&O).
- (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 NE&O 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.

During the most recent round of negotiations the parties spent considerable time discussing the plethora of technological and workflow changes that have occurred in recent years that impact bargaining unit work, specifically, the intersection between Graphic Arts and Editing.

As the parties acknowledged, there has been considerable cross over between the work performed by IATSE represented Graphic Artists and NABET represented Editors. This crossover was historically dealt with through successive rounds of bargaining.

The parties have agreed that for the duration of this Agreement, there will be full cross utilization permitted between Graphic Artists and Editors. This cross utilization is not intended to supplant Editors with Graphic Artists and it is expressly understood that when a job assignment requires predominately Editing duties, such a position will be occupied by a bargaining unit member. It is further understood that the Union's jurisdiction is not diminished nor enhanced by this Agreement.

As a result of this Section, NABET-CWA Employees covered by the terms and conditions of this Agreement will not be required to maintain "dual cards" in order to perform the cross-utilized work described herein.

In no event shall Graphic Artist or Operator perform audio editing or the final audio mix for air **except, audio and graphic elements may be synced together by way of audio editing.**

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

- (xi) 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. **Talent may operate the teleprompter for themselves or other talent provided the operation for others is not a stand-alone position.** NE&O 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, other than managing the official documentation of the broadcast systems within the trade jurisdiction.
- (xiii) 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.

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 NE&O from broadcasting for promotional purposes material originally recorded on portable electronic equipment

by persons other than Engineers. In no event may such material be recorded on the property of the Company.

(e) Non-Exclusive Jurisdiction -

- (i) Maintenance and Systems Engineering work performed in building 103 may be performed on a non-exclusive basis.
- (ii) During the term of the Collective Bargaining Agreement new and emerging media work will be performed by NABET-53 Engineers and other Fox employees on a non-exclusive basis. Additionally the following items were agreed:
 - 1. If new and emerging media production work for the stages becomes available, the Company and Union will meet in advance to discuss and attempt to agree upon terms and conditions for such work.
 - 2. Nothing shall preclude Engineers from being assigned to work in non-engineering areas; however non-bargaining unit persons will not be assigned to engineering areas (except as expressly provided for in the Non-Linear Editing Sideletter (SIL #7).
 - 3. Only Engineers may switch or playback directly to air.
 - 4. This Sub Paragraph does not alter nor diminish the current jurisdiction contained elsewhere in Article VI herein.

Section 6.03

New Equipment

- (a) In the event NE&O introduces machinery or equipment, which 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 NE&O 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 NE&O, and if as the result of such change, the work of such Engineer becomes more difficult or onerous, NE&O and the Union will negotiate a different wage rate for the performance of such work.

Section 6.04

Leasing

If a lease of NE&O's stages includes a lease of the technical equipment which would be operated

by Engineers if NE&O were using such stage, Engineers will be used to operate such technical equipment unless it is not possible for NE&O to arrange with the lessee to so do. In no event will technical equipment other than that used on stages be operated by other than Engineers, except as provided elsewhere in this Agreement. NE&O will not lease stages for the purpose of evading its obligations. This Section is inapplicable to technical equipment which is leased by NE&O for use off NE&O's premises.

Section 6.05

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 6.06

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.

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) Engineers in Charge/Technical Directors

(i) Definition

Whenever an Engineer is assigned by the Company to supervise **the work flow within a given shift**, he/she shall be designated as an Engineer in Charge. An Engineer in Charge may at the Company's sole discretion be assigned to perform any and all technical functions.

(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.

(b) 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.
- (iv) When a Group C Engineer is assigned to work in 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 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.

(c) 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 NE&O 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 NE&O 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(c) shall be limited to four (4) 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. 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 NE&O's premises.

- (d) 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.

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 AM. 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 (8) consecutive elapsed hours in any one (1) day, consisting of seven (7) hours **and twenty (20) minutes** of work and a **forty (40) minute** 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- ½) elapsed hours in any one (1) day, consisting of eight **(8)** hours **and fifty (50) minutes** of work and a **forty (40) minute** 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 AM. 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) 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.

- (f) 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 for each Group in the NABET Engineering Lounge. Additionally, the schedules may be e-mailed to authorized individual Employee accounts or via Company e-mail. 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/voicemail, 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 NE&O.

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 of Ten Dollars (\$10.00) for each hour or fraction thereof by which such rest period is reduced, to be paid in one-quarter (1/4) hour increments.

- (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 Ten Dollars (\$10.00) 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.
- (c) If a Daily Employee requests to change his/her shift, and such change would result in turnaround premiums, said Engineer shall waive turnaround premiums if such request is approved by management.

Section 8.05

Meal Periods

- (a) All meal periods shall be compensated and will be **forty (40) minutes** in length, except that meal periods at the end of a shift ("walk-away meals") will be one-half ($\frac{1}{2}$) hour in length. "Walk-away 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 **forty (40) minutes** of the Engineer's applicable hourly rate in effect at the time the meal is given (one-half ($\frac{1}{2}$) hour for "walk-away 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 as follows until the meal actually begins:
 - (i) Each one-half ($\frac{1}{2}$) hour delay or fraction thereof \$13.00

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 no later than five (5) hours after the end of the prior meal (except on live to air productions, wherein the meals are due to begin no later than six (6) 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

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 (8-¼) 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 (½) 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 (½) 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.

Section 8.06

Rest Periods

The Company **shall make available a rest period of ten (10) minutes for every four (4) hours worked. Such rest period(s) shall not be taken during the first thirty (30) minutes of a scheduled shift, nor taken during the final thirty (30) minutes of a scheduled shift. Additionally, in no event can the rest period(s) be combined with a meal period, thereby extending the meal period.** The Engineer in Charge, or Technical Director if designated, shall have the responsibility for arranging such rest periods **(with the approval of management)** and report the failure to grant **the same to the appropriate member of management for any necessary 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) and Section 16.03(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.

Section 8.09

Cellular Phones

No Engineer shall be required to carry a Company-issued cellular phone during non-working hours. If an Engineer agrees to carry such **cellular phone** during non-working hours, he/she will not be subject to discipline for failing to respond to a Company call.

Section 8.10

Continuous Tour

In the event an Engineer has less than six (6) 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 applicable. Overscale Daily Engineers are those Daily Engineers whose actual rate exceeds the Group A rate, plus the daily twenty percent (20%) premium.

	07-01-2015	07-01-2016	07-01-2017	07-01-2018
	06-30-2016	06-30-2017	06-30-2018	06-30-2019
<u>Group A</u>	\$55.194	\$55.746	\$56.303	\$56.866

Engineer in Charge
Studio
Field

Technical Director
Craft Editor
Production Audio Mixer

TOC	TOC Engineer				
Media Resource	Post Production Audio Mixer				
Master Control	Construction Engineer				
Audio					
Video					
Lighting					
<u>Group B-1</u>		\$53.506	\$54.041	\$54.581	\$55.127
Engineer in Charge	Technical Director				
Studio	Craft Editor				
Field TOC	Lighting Director-3 (LD-3)				
Media Resource	Production Audio Mixer				
Master Control	TOC Engineer				
Audio	Post Production Audio Mixer				
Video					
	07-01-2015	07-01-2016	07-01-2017	07-01-2018	
	06-30-2016	06-30-2017	06-30-2018	06-30-2019	
<u>Group B</u>		\$51.603	\$52.124	\$52.645	\$53.171
Engineer in Charge	Technical Director				
Studio	Craft Editor				
Field	Post Production Audio Mixer				
TOC	Production Audio Mixer				
Media Resource	EPP Camera				
Master Control	SNG Camera				
Audio	TOC Engineer				
Video	Editor				
	Robotics Operator				
	Lighting Director-2 (LD-2)				
	Lighting Shop Assistant				
	Steadicam				
<u>Lighting Director – 1 (LD-1)</u>		\$49.541	\$50.036	\$50.536	\$51.041
<u>Group C-1 Gaffer</u>		\$48.515	\$49.000	\$49.490	\$49.985
	07-01-2015	07-01-2016	07-01-2017	07-01-2018	
	06-30-2016	06-30-2017	06-30-2018	06-30-2019	
<u>Group C Lighting Engineer</u>					
0-6 months		\$24.24	\$24.48	\$24.72	\$24.97
6-12 months		\$25.03	\$25.28	\$25.53	\$25.79
1-2 years		\$27.67	\$27.95	\$28.23	\$28.51
2-3 years		\$36.99	\$37.36	\$37.73	\$38.11
3-4 years		\$38.97	\$39.36	\$39.75	\$40.15

Over 4 years	\$47.50	\$47.98	\$48.46	\$48.94
<u>Group D-1 Engineer</u>	\$49.55	\$50.05	\$50.55	\$51.06
	07-01-2015 06-30-2016	07-01-2016 06-30-2017	07-01-2017 06-30-2018	07-01-2018 06-30-2019
<u>Group D Engineer</u>				
0-6 months	\$24.24	\$24.48	\$24.72	\$24.97
6-12 months	\$25.03	\$25.28	\$25.53	\$25.79
1-2 years	\$27.67	\$27.95	\$28.23	\$28.51
2-3 years	\$36.99	\$37.36	\$37.73	\$38.11
3-4 years	\$38.97	\$39.36	\$39.75	\$40.15
Over 4 years	\$47.50	\$47.98	\$48.46	\$48.94
Studio Engineer		Microphone Boom Pusher		
Field Engineer		Drafting Engineer		
Crane Driver		Assistant Audio Mixer		
Crane Arm Operator		Media Resource Engineer		
Assistant Video Editor		Construction Engineer		
Editor		Teleprompter		
Production Audio Mixer				
<u>Group E Engineer</u>				
Utility				
*Teleprompter				
0-1 year	\$18.29	\$18.47	\$18.65	\$18.84
Over 1 year	\$21.98	\$22.20	\$22.42	\$22.64

*This applies to Engineers hired on or after July 1, 2011.

Maintenance Engineers

All Maintenance Engineers will be paid in accordance with the wage scale below. The Maintenance Engineer wage scale incorporates the weekly maintenance fee of seventeen dollars (\$17.00) per week which was applicable under the previous bargaining agreement. Additionally, it is expressly understood that \$.45 per hour will be added to any Maintenance Engineer who is being paid over-scale as of July 1, 2009. Any Maintenance Engineer hired and paid over-scale after July 1, 2009 will not receive such additional rate. Such Maintenance Engineers may be assigned to perform air/production duties.

Group A	\$55.704	\$56.261	\$56.824	\$57.392
Group B-1	\$54.016	\$54.556	\$55.102	\$55.653
Group B	\$52.118	\$52.639	\$53.165	\$53.697

Group D-1	\$50.051	\$50.552	\$51.058	\$51.569
Group D 0-6 months	\$24.76	\$25.01	\$25.26	\$25.51
Group D 6-12 months	\$25.54	\$25.80	\$26.06	\$26.32
Group D 1-2 years	\$28.17	\$28.45	\$28.73	\$29.02
Group D 2-3 years	\$37.50	\$37.88	\$38.26	\$38.64
Group D 3-4 years	\$39.47	\$39.86	\$40.26	\$40.66
Group D Over 4 years	\$48.02	\$48.50	\$48.99	\$49.48

- (b) The Company shall have the right, in its sole discretion, to classify Engineers in Charge as either Group A, Group B-1 or Group B. 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 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) The Company has the right, in its sole discretion, to grant merit increases to any Engineer.
- (e) Over Scale Engineers at or less than 120% of over scale as defined in Section 9.01 will receive an annual increase at the above defined percentage. Over Scale Engineers defined in Section 9.01 will receive an increase equal to the total increase of the Group A scale Engineers rather than a percentage based increase. As an example, if the scale amount were \$10 per hour and the increase were 1%, the Over Scale individual would receive a \$0.10 increase instead of 1% of his/her rate.

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.

Section 9.03

Pension

- (a) For any Employee hired as a Regular Engineer on or before June 30, 2011, the Engineers as a group shall be deemed as an included unit under the Pension Plan for Union Employees of Fox **Digital Enterprises**, 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. Participation (as defined by the Pension Plan) by Daily Engineers in the Pension Plan ceased as of May 30, 1999. The benefits earned by Daily Engineers as of that date were determined, and each participating Daily Engineer was one hundred percent (100%) vested in his/her benefit as of May 30, 1999. The Engineers 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. It is expressly understood that this provision does not apply to any Regular Engineer hired on or after July 1, 2011.

- (b) 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 as a Regular Engineer.
- (c) For any Employee hired as a Regular Engineer on or before June 30, 2011, Regular 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 an amount not to exceed 25% of the Engineer's earnings. There shall be no Company contribution. Such contributions shall be remitted weekly to the CWA-SRT. It is expressly understood that this provision does not apply to any Regular Engineer hired on or after July 1, 2011.

For any Employee hired as a Regular Engineer on or after July 1, 2011, such employee will NOT be eligible for the Pension Plan for Union Employees of Fox **Digital Enterprises**, Inc. as described above in Sub-Section (a). Such Employees shall instead be eligible to participate in the Fox Investment Plan (Fox's 401(k) Plan). It is expressly understood that Regular Engineers covered by the provisions of this paragraph are NOT eligible for participation in the CWA-SRT, as described in Sub-Section (c) above or the Pension Plan as described in Sub-Section (a) above.

Section 9.04

Pay Checks

The Engineer's weekly pay check shall contain:

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

Except in the case of unforeseen circumstances beyond the control of the Company, the distribution of pay checks will be made on Thursday of each 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.

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 11:00 P.M. and 6:00 A.M. shall be paid a night differential premium pay of Three Dollars and Seventy-five Cents (\$3.75) per hour for all such hours worked.

Section 9.07

Expense Reimbursement

Expenses incurred by Engineers in accordance with the Agreement and in connection with their assignments shall be reimbursed each pay period upon submitting a statement of such expenses upon the form prescribed by the Company. Reasonable cash advances for estimated expenses shall be provided by the Company when possible.

Section 9.08

(Deleted - 2009 Negotiations)

Section 9.09

Industrial Seniority

NE&O 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, NE&O may place such prospective Engineer on any step of the wage escalator.

Section 9.10

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 9.11

Insurance

- (a) Regular Engineers shall be eligible for coverage under the Fox Health Plan, Fox Dental Plan and Fox Vision Plan ("Group Medical, Dental and Vision Plans"). Engineers electing to participate in the Group Medical, Vision, and Dental Plans shall make weekly contributions at the same rate as non-represented employees of the Company.

It is understood by the parties that the medical benefits provided to Engineers under this

Agreement are the same as the Group Medical, Vision, and Dental Plans generally provided to unrepresented employees of the Company. If the Company makes any changes in the unrepresented medical benefits, then the same changes will be made to the medical benefits provided to Engineers under this Agreement. Notice will be given to the Union and to the Engineers of any such changes, but such changes will not be subject to negotiation or to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section.

Under the same terms and conditions as such benefits are provided to non-represented employees of NE&O, Regular Engineers shall be eligible for the Company's Health Care Flexible Spending Account, Dependent Care Flexible Spending Account, Long Term Care and Group Universal Life Insurance.

Additionally, Regular Engineers shall be eligible for coverage under the Fox Long Term Disability Plan and the Fox Life Insurance Plan (benefit: 2x annual salary max \$2 Million) subject to all terms and conditions of such Plans, except that the cost of such coverage will be paid by the Company. The Company shall provide coverage for Accidental Death & Dismemberment (AD&D) in the amount of 1.5x annual salary, max \$20K, and pay the full cost of such coverage.

- (b) The Company shall provide coverage for Engineers under the Fox Business Travel Accident Plan and pay the full cost of such coverage. This coverage will be in the same amount as non-represented employees of the Company. If there are any changes to the Fox Business Travel Accident Plan, such changes will be communicated to the Union. The benefits provided herein shall be in addition to any Workers Compensation insurance or other protection required to be carried by the Company by any federal, state, or municipal law.
- (c) If the Company institutes child care services for its employees generally, Engineers shall be eligible for such services.
- (d) The Company retains the unilateral right to amend, modify, substitute, terminate or add to any of the benefits listed in this Section 9.11. Any amendments, modifications, substitutions, terminations, additions, or deletions made to these benefits will be made on the same basis for Regular Engineers as for non-represented employees of NE&O.

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 in any work week;
 - (ii) in excess of eight (8) hours 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) on scheduled days off;
 - (iv) in excess of seven (7) consecutive days following their previously scheduled days off until scheduled two (2) consecutive days off;
- (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 NE&O:
 - (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 NE&O 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) For any Employee hired as a Regular Engineer on or before June 30, 2011, the vacation period hereunder shall be between April 1 of each year and March 31 of the subsequent year. Engineers shall receive a vacation with pay according to their length of service as of

October 31st of such year as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
0 - 6 months	-0-
6 - 12 months	13 days
1 - 5 years	4 weeks
5 - 15 years	5 weeks
Over 15 years	6 weeks

It is expressly understood that the above provision does not apply to any Regular Engineer hired on or after July 1, 2011.

For any Employee hired as a Regular Engineer on or after July 1, 2011, the vacation period hereunder shall be between April 1 of each year and March 31 of the subsequent year. Engineers shall receive a vacation with pay according to their length of service as of October 31st of such year as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
0 - 6 months	-0-
6 - 12 months	1 week
1 - 5 years	2 weeks
5 - 15 years	3 weeks
Over 15 years	4 weeks

It is expressly understood that the above provision does not apply to any Regular Engineer hired on or after July 1, 2011.

All Regular Engineers entitled to less than four (4) weeks of vacation may make a three-way split of their vacation, Engineers entitled to four (4) or more weeks of vacation may make a four-way split of their vacation, Engineers entitled to five (5) or more weeks of vacation may make a five-way split of their vacation, and Engineers entitled to six (6) or more weeks of vacation may make a six-way split of their vacation, but no vacation period so chosen shall be under one (1) week in duration with the exception that one (1) weeks' worth (five (5) individual days for those on a five (5) day work week or four (4) individual days for those on a four (4) day work week) of days may be scheduled in single day increments. Such individual days shall be scheduled at least two (2) weeks in advance of the date(s) so requested. The individual days may be scheduled concurrently in accordance with Sub Section (b), below.

Probationary Engineers and Daily Engineers who become Regular Engineers and qualify for vacation in accordance with the provisions of Subsections 13.01(a) or 16.03(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) 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 NE&O and the Engineer involved. However, NE&O 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.
- (c) The NE&O vacation list shall have not less than eight (8) vacation slots per week. Engineers will exercise their vacation choice on the basis of seniority. In any one (1) vacation week at NE&O, no more than two (2) TOC Operators and three (3) Maintenance

Engineers may be on vacation. Nothing herein shall prevent NE&O, 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 NE&O 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).

(d) Vacations shall:

- (i) start at 12:01 A.M. Monday; and
- (ii) if an Engineer notifies NE&O 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 NE&O 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)(iv) of this Agreement;
- (iv) if requested by Management, an Engineer may elect to work on scheduled days off contiguous to his/her vacation period;

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 AM. 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.

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

<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 years	2.08 days
Over 15 years	2.50 days

Section 11.02

Holidays

For any Employee hired as a Regular Engineer on or before June 30, 2011, in the event an Engineer works on Martin Luther King Jr. Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Eve, Christmas Day or his/her birthday, he/she shall receive additional half-time premium 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 of pay at the Engineer's straight time rate. It is expressly understood that this provision does not apply to any Regular Engineer hired on or after July 1, 2011.

For any Employee hired as a Regular Engineer on or after July 1, 2011, in the event an Engineer works on New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, or Christmas Day he/she shall receive additional straight-time premium for all hours worked on such day. Additionally, such Engineers shall receive three (3) floating Holidays which may be used for religious observance or other purposes. It is expressly understood that this provision does not apply to any Regular Engineer hired on or before June 30, 2011.

If any such holiday falls on an Engineer's day off, or during an Engineer's vacation, 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 of 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 of pay at their straight time rate for each compensating day off received pursuant to the foregoing provisions which was not used prior to December 31st of the year following the holiday.

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 of 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 NE&O at least two and one-half (2-1/2) hours advance notice prior to his/her scheduled start time and further in accordance with the following:
 - (i) For any Employee hired as a Regular Engineer on or before June 30, 2011, each Engineer shall be entitled to receive up to twelve (12) days of 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 of sick leave in any calendar year, it being expressly understood there will be no payout of unused sick leave upon termination of employment.
 - (ii) For any Employee hired as a Regular Engineer on or after July 1, 2011, each Engineer shall be entitled to receive up to ten (10) days of 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 of sick leave in any calendar year, it being expressly understood there will be no payout of unused sick leave upon termination of employment.
 - (iii) 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 of sick leave.
 - (iv) If an Engineer does not provide the two and one-half (2-1/2) 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).
 - (v) An Engineer who becomes a Regular Engineer after having served as a Probationary 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.

- (vi) 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) NE&O 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 NE&O's choice, at NE&O's expense and on NE&O'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 seven (7) years seniority who has been absent for two (2) years due to illness or disability may be terminated by the Company. An Engineer with seven (7) years or more but less than twelve (12) years seniority who has been absent for three (3) years due to illness or disability may be terminated by the Company. An Engineer with twelve (12) years or more but less than fifteen (15) years seniority who has been absent for four (4) years due to illness or disability may be terminated by the Company. An Engineer with fifteen (15) years or more seniority who has been absent for five (5) years due to illness or disability may be terminated by the Company. 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, 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 Purposes

(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 NE&O 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 **Digital Enterprises, 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 **Digital Enterprises, 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

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 three (3) Engineers at any one time for specified periods up to one (1) week's duration. No more than four (4) such short term leaves of absence shall be available to an Engineer in any calendar year.

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 NE&O. The granting or denial of any such leave by NE&O 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. 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.

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 of leave during a period of documented pregnancy-related disability. An 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. A Regular Engineer's seniority for all purposes upon returning shall include the period of such leave of absence.

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. Other requests for bereavement leave will be handled on a case-by-case basis and approved by authorized management.
- (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. Other requests for bereavement leave will be handled on a case-by-case basis and approved by authorized management.

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, NE&O shall not be obligated to grant such request. NE&O 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. It is expressly understood that this Section 12.08 shall not apply to any Employee hired as a Regular Engineer on or after July 1, 2011.

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 in accordance with Section 1.01(b)(i) 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 3 and 4, which lists may be updated from time to time upon mutual agreement of NE&O and the Union.
- (c) The seniority of all Group D or higher Engineers employed by NE&O shall be considered as one group for the purposes of layoff and rehire (Schedule 3). The seniority of all Group C Engineers employed by NE&O shall be considered as one group for the purposes of layoff and rehire (Schedule 4). Seniority lists of such NE&O Engineers will be provided to the Union and the parties shall agree upon the lists.

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

For any Employee hired as a Regular Engineer on or before June 30, 2011 in the event there is to be a reduction in the staff of Engineers at NE&O, then Engineers shall be laid off in the inverse order of seniority from the appropriate NE&O seniority list. For the purposes of layoff and re-employment, the seniority of Group E Engineers, regardless of their date of employment, shall be considered separately. Engineers who are laid off shall, on or before the effective date of layoff, receive a service letter from NE&O, if same is requested. Before any layoffs of Regular Engineers at NE&O, all Probationary Engineers and Daily Engineers (per Section 16.03(b) at NE&O will be laid

For any Employee hired as a Regular Engineer on or after July 1, 2011, when layoffs (reductions in force) of Employees are made, the Company in its sole discretion, shall determine the number of Employees to be laid off from the appropriate NE&O seniority list. It is understood that Engineers may be laid off at the sole discretion of the Company. However, prior to layoff the Company will give good faith consideration to the following factors: length of service, experience, skills and ability and other relevant factors. Engineers who are laid off shall, on or before the effective date of layoff, receive a service letter from NE&O, if same is requested. Before any layoffs of Regular Engineers at NE&O, all Probationary Engineers at NE&O will be laid off.

- (a) Engineers who are laid off shall receive advance notice of such layoff equal to one (1) weeks' 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.
- (d) In the event that NE&O ceases operation, the following provisions shall apply to the layoff of Regular Engineers employed by NE&O:
 - (i) Regular Engineers who are laid off shall receive advance notice of such layoff equal to one (1) weeks' notice for each year of service completed up to a maximum of four (4) weeks' notice or pay in lieu thereof, plus three (3) weeks' severance pay for each year of service completed. Such Engineers shall also have their medical insurance continued at the Company's expense for a period of one (1) year, with COBRA rights effective thereafter. Such resigning Engineer(s) shall have their medical insurance continued at the Company's expense for a period of one (1) year, with COBRA rights effective thereafter. The Company's obligation to provide such coverage shall cease upon the Engineer becoming eligible for benefit coverage under another employer's major medical plan. The Company will not oppose claims for unemployment compensation made by such Engineers as a result of such layoff. Such laid off Regular Engineers will not have rights to either daily or staff employment at KTTV/KCOP.

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' 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.

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 NE&O 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 therefor 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 ten (10) calendar days 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 within ten (10) calendar days to arbitration and the arbitration hearing shall be held within sixty (60) days of submission, unless otherwise agreed upon between the parties. 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 NE&O. Demotions shall be in the discretion of NE&O, 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.

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 (¼) 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) 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 three (3) 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 agrees to continue the past practice of providing a lounge for the exclusive use of NABET Local 53. The lounge will be maintained and updated in a timely manner.

Section 13.10

Parking

NE&O will provide parking for Engineers, subject to its obligations under any applicable law or regulation. Any changes in NE&O parking policy which are implemented as a result of its obligations under applicable law or regulation will apply to Engineers to the same extent as such changes apply to other NE&O employees. NE&O 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 public transportation 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 NE&O to such field pick-up. If such Engineer is not scheduled to return to NE&O 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 the same shall receive the following:

- (a) 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.
- (b) 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

- (a) 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).
- (b) All travel will be conducted in accordance with the Fox Networks Group Travel Policies

and Procedures, a copy of which has been provided to the Union. The current revision of the Policy is dated July 2009.

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 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). Notwithstanding the foregoing and any other provisions of this Agreement to the contrary, in the 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.

ARTICLE XV

SAFETY

Section 15.01

Occupational Health and 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) Automatic safety devices will be installed by the Company where necessary.

ARTICLE XVI

PROBATIONARY AND DAILY ENGINEERS

Section 16.01

Probationary Engineers

- (a) The employment of Probationary Engineers may be terminated without recourse to the grievance and arbitration procedures. A Probationary 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 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

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

Group E Engineers

A Group E Engineer may, under the supervision of a Group C, D, or higher Engineer, perform the following duties: move, transport, store and/or remove camera dollies, microphone booms, lamps, cables, and parallels, except that moving of camera dollies and microphone booms may not be done for operational purposes, transport, place, set-up and dismantle field equipment.

Section 16.03

Daily Engineers

- (a) Daily Engineers may be employed without limitation to perform any and all duties within the jurisdictional scope of this Agreement. The removal of restrictions on assignments of Daily Engineers will not result in a layoff of Regular Engineers.
- (b) NE&O's right to employ Daily Engineers as set forth in Section 16.03 shall not cease so long as the total number of Regular Engineers employed by NE&O is the same or greater than the number of Regular Engineers employed by NE&O upon ratification of the 1994-1997 Agreement, except that in the event that any Regular Engineer(s) employed as of the date of ratification of the 1994-1997 Agreement leaves the employ of NE&O for any reason whatsoever, then the number of Regular Engineers which must be employed by NE&O in order for NE&O to employ Daily Engineers will be reduced by the number of such Regular Engineer(s) leaving, such Engineer(s) need not be replaced, and NE&O may continue to employ Daily Engineers.
- (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 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 (1-½) 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) Minimum calls. The minimum call on any day for Daily Engineers shall be eight (8) hours. However, notwithstanding the foregoing sentence, there are two exceptions to the eight (8) hour call rule.
 - 1. 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 (1-½) 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 (¼) 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.
 - 2. The minimum call for Daily Engineers utilized on stage productions may be five (5) hours provided that such call will be utilized on the actual production day as well as preparation day(s). As such, the five (5) hour call shall apply only to productions that begin on or after January 1, 2012.
 - i. If the call described above goes beyond five (5) hours, all subsequent time shall be paid at time and one half (1 ½).
 - ii. All meal and rest periods continue to be in accordance with Sections 8.05 and 8.06 of the Agreement.
 - iii. All other Sections of the Agreement are applicable.
 - 3. **The minimum call for Daily Engineers for training shall be a four (4) hour straight-time call. The intent of this provision is to allow for additional training opportunities. Due to new complexities in systems and tools, a four (4) hour call is better suited to learning and disseminating new information. As such, a training call will not be preceded by or in addition**

to an eight (8) hour or five (5) hour work call. This provision will in no way prohibit the Company from providing training during regular work shifts.

- 4. The Company will give reasonable consideration to Employee(s) requests for specific training in order to further enhance their skill set and employment opportunities.**

- (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
9.01	Wages
9.03	Pension
9.11	Insurance, except 9.11(b)
10.01 (a) (iii), (iv)	Overtime
10.02	Nature of Overtime
11.01	Vacations
11.02	Holidays
Article XII	Leave of Absence, except 12.02(a), 12.06, & 12.07(b)
Article XIII	Employment Relationships, except 13.07, 13.09, & 13.10
16.01	Probationary Engineers

- (i) Daily Engineers who work on the following Holidays shall receive additional half-time premium for all such hours worked: Martin Luther King, Jr. Day, Thanksgiving Day, Christmas Eve, or Christmas Day. Daily Engineers shall not receive compensating days off.
- (j) The Company will make a good faith effort, whenever practicable, to post schedules (only to the extent known) by 6:00 P.M. on Wednesday for the following week. Posting of schedules and/or failure to post schedules and/or changing of schedules shall be non-grievable and non-arbitrable. It is understood that schedules may change without penalty up to twenty-four (24) hours prior to the start of the call. If a Daily Engineer is scheduled for a shift, and the shift is changed to a lower-paid classification, then such Daily Engineer may only be paid the lower wage rate if he/she is notified of the change at least twenty-four (24) hours in advance. 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) A Daily Engineer who works more than five (5) days in any work week or more than seven (7) consecutive days shall receive pay at the overtime rate of time and one-half (1-½x) his/her regular hourly rate of pay until receiving a day off.
- (l) Daily Engineers will have contributions made on their behalf by the Company to the Entertainment Industry Flex Plan or other mutually agreeable Plan based on all time worked at the following rates during the time periods indicated below:

07-01-2015	07-01-2017	07-01-2018
06-30-2017	06-30-2018	06-30-2019
13%	13.5%	14%

(m) Daily Engineers will receive paid time off as follows:

- (i) PTO Qualification: Daily Engineers who have worked the following listed hours (all hours worked) for NE&O 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):

By way of example; if the paid time off benefit will commence January 1, 1995, it would be based on time worked in 1994 and 1993.

- (ii) PTO Eligibility Threshold: For those Daily Engineers who become qualified for PTO in accordance with 16.03(m)(i) above, the following listed hours must be worked in order to be eligible for PTO in subsequent years.

<u>Hours</u>	<u>PTO Days</u>
1000	9
1160	10
1240	12
1320	13
1400	15

- (iii) Loss of PTO Eligibility with Continued Qualification: After a Daily Engineer has 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 be eligible to 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 PTO eligibility qualification level in Section 16.03(m)(ii) above. If a Daily Engineer leaves the employ of the Company and is subsequently re-hired within a three (3) year period of the date in which he/she was last employed, such Daily Engineer does not have to re-qualify for the initial two (2) year qualification period described in 16.03(m)(i), above.
- (iv) **Sick Leave: For all Daily Hire Engineers who do not otherwise qualify for PTO in accordance with this Sub Section, the Company shall provide three (3) days of Sick Leave. Additionally, the maximum number of Sick Leave carried over or accrued pursuant to this provision is six (6) days.**

Up to six (6) days of paid time off may roll over up to six months (used by June 30 of the following year in which such PTO was earned). 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 (2-½) 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 (excluding Saturdays, Sundays, and holidays). NE&O 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, NE&O 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, NE&O 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, NE&O will give each affected Daily Engineer an accounting of how many days of paid time off he/she has remaining for that vacation year.

- (n) 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.
- (o) 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 NE&O for assignment at a time determined by NE&O. Upon completion of jury duty, the Daily Engineer will immediately provide the Company with proof of jury service.
- (p) (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 an amount not to exceed 25% of the Engineer's earnings. Such contributions shall be remitted weekly to the CWA-SRT.

(ii) For the term of this Agreement the Company will contribute three percent (3%) of base salary for eligible Daily Engineers to the CWA-SRT. Such contributions shall be remitted 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 **Digital Enterprises**, 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

CABLE

Section 17.01

General Provisions

This will serve to confirm the agreement (agreement) originally reached in June, 1996 between NABET Local 53 (Union) and Fox **Digital Enterprises**, Inc. (Company) concerning Fox Sports Media Group's (Fox Cable Networks, LLC, herein "Fox Sports") willingness to utilize the facilities of NE&O (then Fox Tape), including the services of NABET Engineers employed by NE&O, in exchange for the Union's agreement to make the modifications listed below to its collective bargaining agreement (Agreement) covering NE&O employees. The parties have agreed that this agreement, as set forth below, will continue throughout the term of the current Agreement, from July 1, 2011 through June 30, 2015 and will be subject to the same terms and conditions as are applicable to any extensions of the Agreement. It is specifically understood that this agreement applies only to work performed on behalf of Fox Sports at NE&O facilities currently located at 10201 West Pico Boulevard, Los Angeles, California and the jurisdiction provisions of the Agreement covering NE&O employees outside such facility have no force and effect with regard to any other work performed by Fox Sports. This agreement does not bind Fox Sports to the Agreement for any purpose.

For the purposes of this Article, Fox Sports shall also include other cable and satellite work. Examples include but are not limited to – home delivered satellite television services and cable television services.

The following modifications to the Agreement, in addition to the aforementioned modification to the jurisdiction provisions, have been agreed to by the parties:

Section 17.02

Cable Wage Rates

The hourly wage rates set forth below are the minimums to be paid to employees in the listed classifications by the Company for work performed on behalf of Fox Sports, or other cable and satellite works as described in 17.01 above, at NE&O (covered work). Any classifications not listed below which are utilized for covered work will be compensated in accordance with the applicable rates set forth in the Agreement. All hourly rates already include the twenty percent (20%) premium for Daily Engineers set forth in Section 16.03(d) of the Agreement.

	07-01-2015 06-30-2016	07-01-2016 06-30-2017	07-01-2017 06-30-2018	07-01-2018 06-30-2019
<u>Group A</u>				
Technical Director (Stages)	\$44.64	\$46.20	\$47.82	\$49.49
Audio Mixer (A1) (Stages)				
Live TD				
Craft Editing				
<u>Group B-1</u>				
Merit step for those in Group B	\$40.77	\$42.20	\$43.68	\$45.21
<u>Group B</u>	\$39.29	\$40.67	\$42.09	\$43.56
Technical Director (Stages)				
Craft Editing				
Audio Mixer (A1) (Stages)				
Audio (A2) (Stages)				
Video Control				
Control Room Technical Director				
Live TD				
Jib/Crane Operator				
Steadicam				
<u>Group C-1</u>	\$36.58	\$37.86	\$39.19	\$40.56
Light Board Operator				
Lighting Director (1-2-3)				
<u>Group C</u>	\$35.72	\$36.97	\$38.26	\$39.60
Camera Operator (Studio/Hand Held)				
Control Room Technical Director				

<u>Group D-1 Engineer</u>	\$32.21	\$33.34	\$34.51	\$35.72
Merit step for those in Group D				

<u>Group D Engineer</u>				
0 - 6 months	\$19.84	\$20.53	\$21.25	\$21.99
6 - 12 months	\$22.13	\$22.90	\$23.70	\$24.53
1 - 2 years	\$24.42	\$25.27	\$26.15	\$27.07
2 - 3 years	\$27.84	\$28.81	\$29.82	\$30.86
3 - 4 years	\$30.13	\$31.18	\$32.27	\$33.40
Over 4 years	\$31.27	\$32.36	\$33.49	\$34.66

Media Resource Operator	Lighting Engineer
Audio (A3) (Stages)	Editor
Audio Boom Operator	
Gaffer	

<u>Group E Engineer</u>	\$17.84	\$18.46	\$19.11	\$19.78
Utility				

It is expressly understood that no employee (as of July 1, 2009) will have their wages decreased as a result of this Section. Additionally, Group B-1 and D-1 are inclusive of all corresponding job descriptions for Group B and D.

Section 17.03 Cable Penalties and Premiums

The following penalties and premiums apply only to those Engineers who are being compensated utilizing the rates listed in Section 17.02 above. Any Engineer who is not compensated under the modified compensation schedule set forth above shall be eligible to receive penalties and premiums in accordance with the normal provisions of the Agreement.

Penalty	Amount
Late Meal	\$7.25 per ½ hour or fraction thereof
Late Second Meal	\$7.25 per ½ hour or fraction thereof
Turnaround	\$5.75 per hour
Technical Phone Call	\$13.00 first call; \$15.00 second call within 24 hours

Section 17.04 Flex Plan

The Flex Plan contribution for all Engineers who are being compensated utilizing the rates listed above shall be based on all time worked at the following rates during the time periods indicated below:

7/1/2015	7/1/2017	7/1/2018
-----------------	-----------------	-----------------

6/30/2017	6/30/2018	6/30/2019
15%	15.5%	16%

Section 17.05

Split Time

- (a) The following principles will govern situations when Engineers move between covered work, as defined above, and all other work assigned to Engineers under the terms and conditions of the Agreement (non-covered work):
- (i) Engineers who are scheduled to perform either covered work or non-covered work and are then reassigned to the other for periods of one (1) day or more shall receive the higher rate of pay for the duration of the assignment. Once that assignment is complete and an Engineer is assigned to covered work, the Engineer will be paid in accordance with this agreement.
 - (ii) Engineers who have their time split between covered work and non-covered work within the same work day shall receive the higher rate of pay earned that day for the entire day unless non-covered work is performed for three (3) hours or less, in which case they shall receive the higher rate for the non-covered work only.

Section 17.06

Paid Time Off Rate

- (a) For those Daily Engineers solely performing covered work, as defined above, who have multiple rates of pay, depending on what job function they perform on any given day, and for those Daily Engineers who perform both covered work and non-covered work, the following sets forth the agreement regarding the rate at which paid time off will be paid:
- (i) At the same time each calendar year that paid time off eligibility is calculated (each January), the Company will, for the foregoing population of Daily Employees only, calculate an average of each Employee's straight time rate received during the time period January 1 through December 31 of the prior calendar year. The resulting rate, or the current Cable Rate contained in Section 17.02(a) (whichever is greater), will be the rate at which paid time off will be paid in the subsequent leave year (the "paid time off rate"). Daily Engineers who work one-thousand (1000) or more hours at an upgraded rate will receive their PTO at said upgraded rate in the following year (at the years rate in which taken). The affected employees will be notified of their "paid time off rate" during January.

For example, during January 2002, the Company will average each affected Employee's straight time rate earned between January 1, 2001 and December 31, 2001. The Employee will be paid at the resulting "paid time off rate" for paid time off taken between February 1, 2002 and January 31, 2003.

ARTICLE XVIII

FORMAL PROVISIONS

Section 18.01

Term of Agreement and Termination

- (a) This Agreement shall be effective as of July 1, 2015, and shall continue in full force and effect to and including Midnight, June 30, 2019, 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, 2019, unless either party gives to the other party at least sixty (60) days prior written notice effective as of Midnight, June 30, 2019, or Midnight of any June 30th 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 18.02

Successors and Assigns

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

Section 18.03

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 18.04

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 **Digital Enterprises**, Inc., 2121 Avenue of the Stars, Suite 754, Los Angeles, CA 90067, 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 18.05

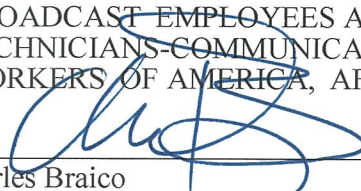
Full and Complete Agreement

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 June 30, 2012, 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 NE&O's operation.

IN WITNESS WHEREOF the parties have executed this Agreement on the 2nd day of Aug, 2016

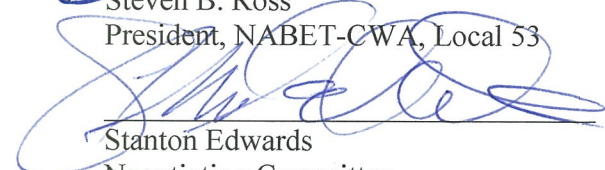
NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS-COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO



Charles Braico
Sector President, NABET-CWA



Steven B. Ross
President, NABET-CWA, Local 53



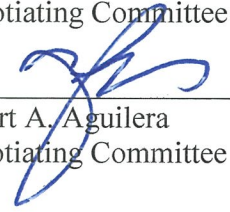
Stanton Edwards
Negotiating Committee



Kevin D. Crane
Negotiating Committee




Paul D. Ware Jr.
Negotiating Committee



Albert A. Aguilera
Negotiating Committee

FOX **DIGITAL ENTERPRISES**, INC



Michael J. Campolo
Senior Vice President
Labor Relations

SIDELETTER I (Deleted 2011 Negotiations)

SIDELETTER II (Deleted 2011 Negotiations)

SIDELETTER III (Deleted 2009 Negotiations)

SIDELETTER IV

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 V

The Company agrees that during the term of this Agreement the following Group C Engineers will be paid no less than the LD-1 rate of pay in effect on June 1, 1991 plus the daily premium, but in no event less than the applicable "Over 4 years" Group C rate, for non-upgraded work per Section 9.01(a):

Steven Casteneda.

SIDELETTER VI (Deleted 2009 Negotiations)

SIDELETTER VII

The parties have agreed to preserve their respective positions as to whether "non-linear edit systems" are presently within the jurisdictional scope of Section 6.02(a) of the Agreement. Technology is rapidly evolving. To this end, the Company anticipates the expanded use of non-linear editing technology. To make full and best use of such technology requires an integration and overlap of many activities by bargaining unit and non-bargaining unit

employees. The parties agree that it is necessary to modify the jurisdictional work restrictions of the Agreement as they pertain to this technology. As such, the following understandings have been reached between the parties:

1. The Company recognizes the value in having NABET-represented Engineers operate non-linear editing technology. Except as provided in this Sideletter VII, the Company will not assign the operation of such equipment to anyone but NABET-represented Engineers.
2. All ingesting (digitizing and feeding) to the server(s) will be performed by Engineers. In addition, only Engineers may switch or playback directly to air for broadcast purposes.
3. Editors assigned to non-linear editing will be trained on such equipment.
4. Installation and maintenance of non-linear editing equipment in Engineering areas shall be performed by Engineers, subject to the provisions of the Agreement. The Company will provide appropriate training, as determined by the Company, to Engineers to perform the installation and maintenance of non-linear editing equipment.
5. **Scratch tracks audio to be performed by Producers as well as Audio Technicians (will not result in a loss of shifts).**
6. The introduction of new equipment utilized to perform non-linear editing functions shall not be deemed to limit the ability of non-Engineers to perform listed functions in Engineering areas, nor shall the introduction of such new equipment diminish the historical jurisdiction of Engineers in such areas which exist as of the date of ratification of this Agreement.
 - a. Engineering areas include but are not limited to on-line and off-line edit rooms in existence as of July 1, 2001, highlights edit stations, tape rooms and control rooms except that the Company may designate four (4) work stations which are capable of cuts-only in the Sports Operations area. These cuts-only systems will be labeled as such with a sign that states "cuts-only".
 - b. Non-Engineering areas include but are not limited to offices, newsrooms, screening rooms, tape vaults, highlights logging stations and studio floors. The Company reserves the right to create additional edit areas and work stations which shall be considered to be non-Engineering areas. However, the Company may not create additional edit rooms for the purpose of displacing work performed in the on-line and off-line edit rooms in existence as of the date of ratification of this Agreement. Nothing shall preclude Engineers from being assigned to work in non-Engineering areas.
7. Notwithstanding the above, cross utilization may occur as follows:

- a. Any individual may utilize non-linear editing technology for the purpose of viewing material and creating electronic edit decision lists in non-Engineering areas.
- b. The functions of viewing material and creation of edit decision lists (including electronic edit decision lists) historically performed by individuals in the following classifications may continue to be performed in Engineering areas,
- c. but not on primary editing or playback equipment:

Creative Director
 Producer (Associate, Writer, Feature, Coordinator, Show)
 Broadcast Associate
 Production Assistant

- d. In non-Engineering areas, individuals in the following classifications may utilize non-linear editing technology in conjunction with their normal jobs (provided that the individual has a direct editorial connection to the assignment and that the individual's job, not editing, continues to be the primary job function of the individual) to create pieces limited to cuts, dissolves, fades and music. These pieces may not go directly to air. These individuals as well as their replacements, cannot be hired for the sole purpose of operation of non-linear editing equipment as described in this Sideletter:

Creative Director
 Producer (Associate, Writer, Feature, Coordinator, Show, and On-Air Promos)

- e. In non-Engineering areas (except as provided for in 5(a) above), individuals within Sports Operations in the following classifications may utilize non-linear editing technology in conjunction with their normal jobs (provided that the individual has a direct editorial connection to the assignment and that the individual's job, not editing, continues to be the primary job function of the individual) to create completed pieces ready for air.

Such pieces will be limited to cuts, dissolves, fades, and music. These individuals as well as their replacements, cannot be hired for the sole purpose of operation of non-linear editing equipment as described in this Sideletter:

Creative Director
 Producer (Associate, Writer, Feature, Coordinator, Show)
Broadcast Associate

- f. A **Production Assistant** who works in Sports Operations is limited to performing the non-linear editing functions of viewing and creating edit decision lists in Engineering areas (**provided that the individual has a direct**

editorial connection to the assignment and that the individual's job, not editing, continues to be the primary job function of the individual). A Production Assistant may also create completed cuts only pieces ready for air from non-Engineering areas and as provided for in 5(a) above. There will not be any reduction of editing shifts or hours as a result of this Section (e).

- g. In the On-Air promotions area, Producers (including Executives) may perform non-linear editing functions using their own computer systems. In addition, such individuals may perform such work provided that a NABET Employee is not displaced from performing such non-linear editing function. In no circumstance will the performance of non-linear editing functions exceed **thirty-three percent (33%)** of the work performed by such individual(s). Such functions shall also be in accordance with Section 6(c), above.
- 8. Cross utilization of a NABET Employee to perform Producing functions may occur as follows:
 - a. A NABET Employee may be assigned to perform Producing functions that are not contained within the Unit's Trade or Geographic Jurisdiction on a non-exclusive basis. Any individual so assigned shall be paid at least 10% more than the appropriate wage rates contained in the Agreement. This position is often called a "Producer/Editor" throughout the industry.

SIDELETTER VIII (Deleted 2011 Negotiations)

SIDELETTER IX - New Equipment and Workflow

During the term of the Collective Bargaining Agreement new equipment and workflow requirement will continue to change. During the 2009 negotiations the following items were discussed and agreed upon: A list of Administrators who have access to the Digital Server(s) shall be delivered to the Union and shall remain updated during the Agreement period. This list will provide a definition of duties and limitations, if any, of system responsibilities. Any update to the list delivered to the Union will include the reason(s) for update and the Union may request a meeting to discuss such updates.

- If a storage unit or server is to be shared by traditional and new media users, a separate volume shall be created for each usage group. Recording, editing and play-out appliances shall have read/write/delete access to their usage groups designated volume only. If access to the assets on the other usage group's volume is required, that access shall be granted on a read-only basis.
- This Sideletter does not alter nor diminish the current jurisdiction contained in Article VI herein.

SIDELETTER X - Wage Escalator

This Sideletter serves to memorialize the understanding between the Company and the Union, as it pertains to clarifying Article XVI, Section 16.03(e) Daily Engineers, of the Collective Bargaining Agreement between NABET (Local 53) and Fox **Digital Enterprises**, Inc. for NE&O, which states in part, as follows:

"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"

The parties mutually agree that for the purposes of advancement on the wage escalators only, Daily Engineers shall be given credit as set forth in Section 16.03(e) of the CBA and that "all hours worked" shall include covered work performed for cable and/or the network by such Daily Employees.

SIDELETTER XI - Turnaround Clarification

Article VIII, Section 8.04(b) applies to Daily Engineers in that daily engineers shall receive thirty six (36) hours of continuous rest when a break in assignments (when not assigned to work for a given day) takes place. In this situation, premium pay of \$10.00 per hour (\$5.75 per hour for cable) will be paid for all time between the beginning of an assignment within said thirty six hours. It is understood that the remaining portions of this sub paragraph do not apply to Daily Engineers. It is further understood that Article VIII, Section 8.04(a) will continue to apply to Daily Engineers. It is the responsibility of the Daily Engineer to note such premium pay on their time cards.

SIDELETTER XII - Stage Rate Card for Syndication

Any stage/production work performed at the NE&O Facility for Syndication programming will be performed in accordance with the Cable Rates contained in Article XVII, Section 17.02.

SIDELETTER XIII - Internships

The parties discussed the use of internships during the 2009 negotiations. It was agreed that internship programs would provide exposure to several areas of the broadcast operation. As such it was agreed that such a program would be administered by the Company and the Union would participate in providing evaluation, feedback, and guidance relative to the individual intern's development plan (formulated by the educational institution). It is expressly understood that some internships will be for college credit only and others may involve compensation. It is further understood that Article II, Section 2.01 will not apply to such interns.

SIDELETTER XIV - Flex Plan Discussion

The parties discussed a potential replacement for the Entertainment Industry Flex Plan during the 2015 negotiations. The Company and Union recognize the complexities of making such a change and agree to continue dialogue concerning the subject during the term of the Agreement. The Company stressed the "cost neutrality" of any such replacement plan.

SIDELETTER XV (Deleted 2011 Negotiations)

SIDELETTER XVI - Joint Labor Management Committee

It is the purpose of this Joint Labor Management Committee:

1. To improve communication between representatives of labor and management;
2. To provide Employees and Company with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist Employees and Company in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the NE&O operation;
5. To enhance the involvement of Employees in making decisions that affect their working lives;
6. To expand and improve working relationships between Employees and Company; and
7. To fully understand and cooperate in the areas of new and emerging media, technology, and other issues/areas of mutual concern.

The following process is hereby established:

1. Committee Composed of not more than three (3) Union, and Company Members shall be members of the Joint Committee. The Union shall advise the Company of the names of the members of this committee in writing.
2. Committee Members Permitted Time Off With Pay.
 - a. The Committee shall be permitted time off with pay to attend any regularly-scheduled meeting with the Company's designated representatives for the purpose of meeting as provided herein.
3. Issue Jointly Defined. The parties will develop an agenda for the Joint Committee meetings. At a minimum, the following shall be addressed:
 - a. Graphic Arts editing cross utilization (Article VI, Section 6.02).
 - b. New and Emerging Media (Article VI, Section 6.02).
 - c. New Equipment and Workflow (Article VI, Section 6.03 and SIL IX).
 - d. Occupational Health and Safety (Article XV).
4. Joint Committee to Provide Opportunity to Gain Skills.
 - a. The Joint Committee may be able to provide opportunity for employees to gain additional employment skills.
 - b. The Joint Committee shall establish a program to meet that purpose, subject

- to final approval of both parties.
5. Joint Committee Will Identify Need for Training.
 - a. The Joint Committee will discuss the availability of training programs (based on business needs) through outside agencies such as "skill centers" and the like, the availability of training aids, various correspondence courses, video, online media and the like.
 6. Joint Committee Will Develop and Review Recommendations.
 - a. Training programs recommended by the Joint Committee shall be considered and implemented to the extent possible within operational/fiscal constraints.
 - b. The Joint Committee will be provided with up-to-date information concerning past, present and future training and further reasonable additional information requested by the Committee.
 7. Joint Committee Shall Meet at Regular Intervals.
 - a. This committee shall meet at regular intervals (at minimum during the months of June and December).
 - b. Such meetings will be scheduled at mutually agreeable times/dates.
 8. Disputes Subject to Grievance and Arbitration Provisions Disputes arising from the Joint Labor Management Committee shall be subject to the grievance and arbitration provisions established in this Agreement.

SIDELETTER XVII (Deleted 2015 Negotiations)

SIDELETTER XVIII – Web Based Scheduling, Posting and Timecard Systems

During the 2015 negotiations the Company described their intent to modernize the scheduling, posting and timecard systems. This modernization will include the use of a web portal that can be accessed at any location/time that an Employee has access to an internet connection. It is anticipated that the web portal will become available for use during the term of the Agreement. As such, regular updates concerning progress and implementation will be discussed during Labor/Management meetings.

As a general framework for system development and design, the web portal will provide Employee access to the scheduling, posting and timecard systems via computer, kiosk (at the facility), or devices such as mobile phone/tablet. The system will allow for real time updates of the Company's scheduling system. As a positive feature, the system will eliminate the need for paper posting or emailing of PDF schedules, since all information will be available online.

Timecards will be electronically submitted through the system and in order to ensure timely payment of wages such submissions will be required to be performed as close to the end of an Employee's shift so as to conform with appropriate deadlines (typically within 24 hours of the shift or within a reasonable timeframe thereafter).

In terms of shift requests, the Company will endeavor to have all requests sent to Employees electronically. In turn, the Employee will either electronically accept or decline shift offerings (typically within 24 hours of the request or within a reasonable timeframe

thereafter). Employees will then be electronically notified of any changes or updates to their previously confirmed schedules.

In terms of overall content, it is envisioned that the web portal will include confirmed shifts, unconfirmed shifts, paid time off dates and dates wherein the Employee is not available for work assignments. Finally, it is anticipated that as technology changes and systems improve, the web portal system will implement such changes that enhance the use of the system for the Company and Employees alike.

SIDELETTER XIX – Remote Triggering of Events

The Parties agree that remote locations are able to manipulate a playlist during live events. In addition, remote locations may send a command that triggers the start of elements in a playlist. It was further agreed that there will not be any reductions or eliminations of bargaining unit hours, shifts or positions that traditionally manipulated playlists and/or trigger starts of elements in playlists as a result of this Sideletter. It is understood that the term “remote locations” is defined as location(s) outside the NE&O Facility and generally defined as in the “field.”

Appendix A – Engineering

<u>Name</u>	<u>Seniority Date</u>
Miller, Brock	01/16/83
Jackson, Jim	04/18/83
Pugliese, John	06/06/83
Kluge, Robert	04/16/84
Stewart, William	04/23/84
Vasquez, Jose	10/27/86
Iordache, Porfir	03/30/87
Sterner, David	11/19/89

Appendix B – Group C Engineers

<u>Name</u>	<u>Seniority Date</u>
None	N/A