

June 30, 2016

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Fox Television Stations, Inc. (KTTV and KCOP) and NABET-CWA Local 53

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## MEMORANDUM OF AGREEMENT

June 30, 2016

This Memorandum of Agreement represents the agreement between Fox Television Stations, LLC. (KTTV and KCOP) and NABET-CWA Local 53 in connection with the negotiations for the renewal of their 2008-2011 Agreement.

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The changes in this document, regardless of whether they are marked by a "TA" or not, incorporate those items agreed upon by the parties during the negotiations. Unless otherwise noted, all changes shall be effective upon June 30, 2016, the date of the Company's receipt of notice of ratification from the Union. Except as modified herein, the terms of the 2008-2011 Agreement shall continue, subject to conforming changes where necessary.

The 2008-2011 Agreement shall be amended as follows:

### NEWS AGREEMENT BETWEEN KTTV/KCOP AND NABET-CWA LOCAL 53

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

### BASIC PRINCIPLES

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

### ARTICLE I RECOGNITION AND WARRANTY

#### Section 1.01

#### Recognition and Warranty

The Union represents and warrants, and it is of the essence hereof, that it represents for collective bargaining purposes all of the Employees of the Company as defined in the applicable Scope of Unit clause, and the Company recognizes the Union as the exclusive bargaining agent for all such Employees of the Company.

## ARTICLE II SCOPE OF UNIT

### Section 2.01 Employees Covered

The term "Employee" as used in this Agreement applies to all News Writers, News Writer/Producers, News Assistants, Directors, and Assignment Editors employed by the Station's News Department who perform the duties set forth in Article III of this Agreement.

The area jurisdiction for the work set forth in Article III of this Agreement shall be the State of California.

### Section 2.02 Persons Excluded

The term "Employee" as defined in Section 2.01 above does not include:

Department Heads, Managers, Assistant Managers, Office and Clerical Employees, Professional Employees, Guards, and Supervisors, as defined in the National Labor Relations Act.

## ARTICLE III DUTIES

### Section 3.01 Supervision/Cross Performance of Duties

It is understood and agreed that the duties set forth in this Article III ~~may~~ shall be performed under the supervision of management personnel of the News Department. It is further understood that any duties performed by a higher paid classification shall include performance of any/all duties of a lesser paid classification. Such performance of lesser paid duties shall not result in a reduction of pay.

Comment [MC1]: TA: 1/12/2012.

### Section 3.02 Directors

The duties of Directors shall include the responsibility for the on-air technical and production direction of news programs prepared by the News Department. Directors may review film, tapes, graphic materials and work out technical and production details with the Producer.

A Director may be assigned to direct programs other than news programs prepared by the News Department. The Director may also perform all duties of an Associate Director.

#### Section 3.03

#### Associate Directors

The duties of Associate Director shall include timing shows, directing pre-production, directing cut-ins, calling time cues, and otherwise assisting the Director.

#### Section 3.04

#### News Writers

The duties of News Writers shall include writing, re-writing, condensing and otherwise preparing news and feature materials for live and recorded programs prepared by the News Department. News Writers may also insert via the news computer system Character Generator material in the course of writing news and feature materials. Performance of such function by News Writers shall not result in a reduction of Character Generator Operators.

Notwithstanding the above:

- (a) Employees of the Promotion Department may perform News Writer duties to the extent necessary to prepare news promotional teases for broadcast outside any regularly scheduled newscast(s), providing the news promotional tease does not exceed sixty (60) seconds. The pre-show news tease which is part of the show rundown will continue to be bargaining unit work. Performance of such duties will not result in a layoff of Employees covered by this Agreement.
- (b) News Management may edit material written by bargaining unit personnel. Additionally, News Management may write tease(s) as occasionally necessitated by the operational requirements of the News Department.
- (c) Talent may write for themselves, and stories initially written by talent for themselves may be read by other talent due to changes in the newscast rundown.

#### Section 3.05

#### Assignment Editors

Assignment Editors are those persons assigned to "desk operations," meaning direct charge of the Assignment Desk and of the coverage of the news and its output on a given shift. The duties of an Assignment Editor shall include:

- (i) Ordering and taking-in of circuits and beepers; ordering satellite uplinks and downlinks, when so assigned;
- (ii) assignment of stories;
- (iii) conducting of operational function on news bulletins and interrupts on television;

- (iv) assignment of camera crews, micro vans, helicopters and satellite trucks to coverage of news stories in conjunction with the News Department;
- (v) researching news stories;
- (vi) story planning, on a non-exclusive basis. On days when the story planning manager is absent due to vacation or extended illness, or is on assignment in the field for a full day, an Assignment Editor or upgraded News Assistant will be assigned as Story Planner.

Section 3.06      Producers/Show, Producers/Associate,  
Producers, Character Generator Operators

a.      Producers

A Producer covered by this Agreement may be assigned to a program produced by the Station's News Department and shall, subject to the supervision of News Management, supervise the production of such program, decide which news and feature material on film, video tape or other visual matter, audio tape and written material will be included in such program, assign personnel to prepare such material, write and edit any portions of such program and supervise the writing and editing of live, film, video, audio and other material by others. Unless otherwise provided for in this Agreement, it is expressly understood that the Company determines the staffing requirements for any/all news programs or segments thereof.

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The Company will assign a Producer to any segment which is fifteen (15) minutes or more (commercials included) and/or any program which is five (5) minutes or more (commercials included) generated by the News Department. Any Producer may be designated by the Company as a Senior Producer.

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On days when a Producer edits, he/she will be paid the appropriate Editor rate for that day or his/her regular Producer rate, whichever is higher.

Comment [MC2]: TA July 18, 2011.

b.      Show Producer

A Show Producer covered by this Agreement shall supervise all elements of the production of news programs to which he/she is assigned, under the supervision of the Executive Producer or other News Management.

c.      Associate Producer

Assists Show Producer in the production of news programs, including assigning personnel to prepare news material, writing duties, and assisting in the supervision of writing and editing news materials. Associate Producers may perform any and all News Writer duties as in Section 3.04. Associate Producers need not be assigned to every

show; the assignment of an Associate Producer shall be at the sole discretion of the Company.

d. Character Generator Operators

The operation of the Character Generator, e.g., Chyron, etc., pertaining to news assignments.

Section 3.07

Field Production

If the Company elects to assign a ~~News Assistant or News Writer bargaining unit employee~~ to gather news elements in the field, such Employee shall have his/her hourly straight time rate increased by ~~One Dollar and Eighty Cents (\$1.80)~~ Three Dollars (\$3.00) for each day such Employee is so assigned.

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Section 3.08

News Assistants

The duties of News Assistants shall include general clerical duties for Supervisors, Producers, Directors, and the Assignment Desk. Also will include, but not be limited to the following:

- (i) Assist in preparing news material;
- (ii) The operation of the Character Generator, e.g., Chyron, etc., pertaining to news assignments;
- (iii) The supplying of copy from wire services and other sources;
- (iv) The monitoring and tending of copy and computer printers of the News Department;
- (v) The tending of telephones in the News Department;
- (vi) The filing of scripts;
- (vii) The monitoring of radios, news wires, internet, and other news sources;
- (viii) The coordinating of assignments for reporters, mini-cam crews, micro vans and satellite trucks under supervision;
- (ix) Researching news stories;
- (x) Preparing suggested story material and future assignment schedules;

- (xi) Performing general clerical duties for the News Staff and similar related duties, all pertaining to news assignments, under the direction and supervision of News Department Supervisors or Managers; and
- (xii) Performing messenger duties.
- (xiii) Logging breaking news.

The above duties may also be performed by other Employees of the Station, as well as by News Assistants, but not as their primary job function.

In addition to the above listed duties, a News Assistant may also operate a teleprompter in accordance with the NABET Engineering Agreement. The operation of a teleprompter is an exception to the Engineering jurisdiction and the preceding paragraph shall not imply nor be interpreted to mean that the operation of a teleprompter may be performed by "other Employees of the Station". As such, teleprompter duties may be performed only by Engineers or News Assistants, or Anchors/Reporters.

Comment [MC3]: TA: 1/12/2012.

It is also understood that News Assistants will perform Librarian Duties on a non-exclusive basis.

#### Section 3.09

#### Desk Assistants

News Assistants who are assigned to work the Assignment Desk at the direction of an Assignment Editor will receive an upgrade of \$1.00 per hour for each day so assigned. Such upgrade will not apply unless the News Assistant has worked in the position of a Desk Assistant for four (4) or more hours. The duties of a Desk Assistant shall include, but are not limited to the following:

- (i) The monitoring of radios, news wires, Internet and other news sources;
- (ii) The coordinating of assignments for reporters, mini-cam crews, micro vans and satellite trucks under supervision;
- (iii) Researching of news stories;
- (iv) Preparing suggested story material and future assignment schedules.

#### Section 3.10

#### Performance of Duties by Management Employees

The duties as set forth in this Article III may be performed by News Management employees ~~(excluding the News Director and the Assistant News Director)~~ (defined as: News Director, Assistant News Director, Managing Editor, Assignment Managers and Executive Producers), a current list of which will be provided to the Union upon request. Such usage of News Management employees shall not be done on a regular basis, except Executive Producers may regularly write, including teasers, for the shows to which they

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are assigned and. In addition, the News Director and the Assistant News Director may occasionally perform such duties. On an as needed basis, an Executive Producers may alter the run-down in the control room during a live broadcast.

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Comment [DJU4]: TA 1/28/16.

In addition to the above, it is further understood that any News Management employees may be utilized to meet the needs of news programming if and when bargaining unit personnel are not available due to an unforeseen circumstance to perform such duties. Such News Management employees shall not become members of the Union nor be covered by provisions of this Agreement in any way.

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Additionally, the Satellite Manager, who is included in the six (6) News Management employees discussed above, may eject tapes in the record room, if and when Engineering bargaining unit personnel are not available.

Comment [MC5]: TA: June 1, 2011.

Additionally, the Operations Manager, who is included in the six (6) News Management employees discussed above, may perform duties as set forth in the applicable Sideletter in the KTTV/KCOP Engineering Agreement, if and when Engineering bargaining unit personnel are not available.

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Comment [KC6]: TA 1/28/16

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Comment [MC7]: TA: June 1, 2011.

Comment [MC8]: TA: June 1, 2011.

KTTV News Bargaining Unit employees and KCOP News Bargaining Unit employees, may be assigned to perform any of the duties covered by this Agreement. Such duties include, but are not limited to the following:

- a. Engineers assigned to editing functions may also perform producing functions on the same day.
- b. KCOP producers may perform producing functions for KTTV newscasts.
- c. KCOP directors may perform directing functions for KTTV newscasts.

Additionally, and notwithstanding any provisions of this Agreement which may be in conflict, employees of the Promotion Department may perform bargaining unit duties as management determines is necessary to prepare the following for all programs prepared by the News Department, including regularly scheduled newscasts:

All promo teasers outside of the program including the pre show tease, up to but not including any squeeze and tease airing prior to the program

#### Section 3.11 Edit Coordinator

The duties of Edit Coordinator shall include, but not be limited to, assigning editors to prepare stories for news cut-ins, news programs and/or news specials. Edit Coordinators may also ingest material into a central server.

Comment [MC9]: TA: June 1, 2011

#### Section 3.12

#### Performance of Non-Bargaining Unit Duties

Employees in the bargaining unit may be assigned to perform work on programs other than news programs prepared by the News Department. Bargaining Unit Employees will be utilized to perform work relating to new and emerging media on a non-exclusive basis.

Any Employee covered under this Agreement may be assigned to perform any duties related to news, for KTTV and also for entities other than KTTV, provided that performance of such duties is not in violation of any other Collective Bargaining Agreement. ~~(Two Three~~ examples of such duties would be (1) Producers and News Writers performing editing functions, including non-linear editing; and (2) Assignment Desk personnel assigning stories for both KTTV and KCOP and (3) operation of the Chyron Axis system.) Additionally, ingest of material into a central server may be performed by the following classifications of Employees:

Comment [MC10]: TA. 1/12/2012.

1. Producers;
2. News Writers;
3. Edit Coordinators;
4. News Assistants who function as Librarians.

News Producers and News Writers may utilize non-linear edit systems in accordance with the terms of the KTTV/KCOP Engineering Agreement between Fox Television Stations, Inc. and NABET-CWA. Engineering editors shall be given the opportunity, at the discretion of the Company, to write news for broadcast purposes.

#### ARTICLE IV EMPLOYMENT

##### Section 4.01

##### Union Shop

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

##### Section 4.02

##### Probationary Employees

All full-time Employees shall be probationary Employees for a period of six (6) months from the date of their employment under this Agreement and shall thereafter be regular Employees. Probationary Employees may be discharged or laid off in the sole discretion of the Station without notice, or payment of severance pay. The Company may waive or shorten the probationary period, including such periods for News Department Employees previously hired by the Company as Daily Employees.



Section 4.03Non-Discrimination

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

Section 4.04Inspection

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 4.05Driver Licenses

The Company reserves the right to inspect the Employees' drivers licenses and driving records at reasonable intervals. This only applies to Employees who drive a Company vehicle.

ARTICLE V  
CHECK-OFFSection 5.01Authorizations

Upon receipt of a signed authorization of the Employee involved, in the form set forth in Section 5.04, the Company shall deduct from the Employee's pay check the Union Initiation Fee, the amount of which will not be unreasonable, and the Dues payable by him/her to the Union during the period provided for in said authorization.

Section 5.02Deductions

Deductions shall be made on account of Initiation Fees from the pay of the Employee after receipt of the authorization, using the same time considerations outlined in Section 5.03 below. Deductions shall be made on account of Union Dues from the first pay check of the Employee after receipt of the authorization and weekly thereafter. Deductions of Union Dues shall not be made from severance pay.

Section 5.03Calculations

Deductions for Initiation Fees and Dues shall be calculated by the Company 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.

Section 5.04Check-Off Authorization

The parties agree that the check-off authorizations shall be in the following form:

Name \_\_\_\_\_ Dept. \_\_\_\_\_

I hereby authorize Fox Television Stations, Inc. to deduct weekly from my wages a sum equal to one and one-third percent (1-1/3%) of my total earnings for the previous weekly period including all overtime and penalty payments on account of membership dues in NABET-CWA. I further authorize the Company when notified in writing to do so by the Local Union in the area involved to deduct from my wages on account of Union Initiation Fee the sum of \_\_\_\_\_ Dollars which shall be paid (provide for period and number of payments). I further authorize the Company when notified to do so by the Local Union to deduct from my wages on account of dues payable to that Local Union (provide for amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET-CWA and are to be remitted by the Company to the Union. I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between Fox Television Stations, Inc. (KTTV/KCOP) and NABET-CWA, whichever occurs sooner.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Discuss this form and update as appropriate.

Comment [MC11]: Use most recent NABET Dues Check-Off form. TA: 1/12/2012.

ARTICLE VI

NO STRIKES-NO LOCKOUT

Section 6.01

No Strike

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

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

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

Section 6.02

No Lockout

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

ARTICLE VII  
GRIEVANCE AND ARBITRATION

Section 7.01

Grievance and Arbitration

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

- 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 the Grievance Committees do not settle the grievance within ten (10) days after the initial meeting, then either party may demand arbitration of the grievance. 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 1 of the grievance procedure.

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

#### Section 7.02

#### 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 Article VI.

#### Section 7.03

#### Grievance Committee Members

Employees, not exceeding two (2) on the Grievance Committee, will not suffer any loss of wages by reason of attending grievance meetings between the parties.

### ARTICLE VIII

### DISCHARGES

#### Section 8.01

#### Discharges

- (a) The Station shall have the right to discharge any Employee for just cause by giving notice of discharge with the reason therefore to the Union, and ~~if the Union so requests, sending a copy of such notice to the Employee discharged. In order to give the Union an opportunity to discuss the matter, the discharge shall~~

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~~not become final for a period of one (1) week after the date it is implemented, but shall nevertheless be effective as of such date of implementation.~~ The Union may grieve and arbitrate such discharge. In the event the Union grieves the discharge of a regular Employee, Step 1 of the Grievance Procedure shall be bypassed and if the grievance is not settled at the Step 2 meeting, it shall be submitted immediately within ten (10) calendar days to arbitration and the arbitration hearing shall be held within one (1) week sixty (60) days of submission, unless otherwise agreed upon between the parties and a decision rendered by the arbitrator at the hearing. If an Employee is discharged for just cause, he/she shall lose all rights and privileges with respect to notice and severance pay.

Comment [MC12]: TA: July 20, 2011.

- (b) The provisions of Section 8.01(a) above shall not be applicable to Employees covered by personal service agreements under Section 10.09 of this Agreement.

#### ARTICLE IX WORK SCHEDULE, MEALS, HOURS AND PENALTIES

##### Section 9.01

##### Work Week, Work Day and Meal Period

- (a) The week for Employees is defined as the period of time between 12:01 a.m. Monday and 12:00 midnight Sunday.
- (b) The work week for Employees 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 Employees assigned to a five (5) day work week shall consist of ~~eight (8) and one-half (8.5)~~ consecutive elapsed hours in any one (1) day, consisting of ~~seven and a half (7.5)~~ actual hours worked and a ~~uncompensated one (1) hour meal period that is half paid and half unpaid~~ as described in Section 9.01(d)(i) below, during which the Employee will be completely relieved from duty. A work day for Employees assigned to a four (4) day work week shall consist of ~~nine and one-half (9-1/2)~~ ten (10) consecutive elapsed hours in any one (1) day, consisting of ~~nine (9)~~ actual hours worked and a ~~uncompensated meal period one (1) hour meal period that is half paid and half unpaid~~ as described in Section 9.01(d)(ii) below, during which the Employee will be completely relieved from duty.

Make conforming changes throughout the agreement to reflect an 8.5 hour elapsed work day with 8-7.5 hours of actual work and an uncompensated 30-minute one (1) hour meal period that is half paid and half unpaid, and reduce all the meal penalties by to 1/2 hour at OT plus \$10 of their current values throughout. To be clear, the Company is proposing a one-half hour uncompensated meal period. Make conforming changes throughout the agreement to reflect that if an Employee does not receive a meal period between the end of the second (2<sup>nd</sup>) hour and the beginning of the last hour of the employee's shift, the Employee shall receive a penalty payment of one-half (1/2) hour's pay at one-and-a-half (1-1/2) times his/her regular rate of pay plus a penalty payment of Ten Dollars (\$10.00). If an employee does not receive a meal period during the 8.5 hour elapsed day, all time worked after eight (8) hours of

Comment [MC13]: Open. Conforming changes required throughout CBA. Including, but not limited to hours of work, meal penalty proration, etc..

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actual work and through the end of the twelfth (12<sup>th</sup>) hour of actual work shall be paid at one and half (1-1/2) times his/her regular rate of pay. The ~~second~~ meal penalty shall be an uncompensated 30-minute meal period and the meal penalty shall be 1/4 hour at ~~OT~~ plus \$5. Make conforming changes throughout the agreement.

Comment [KC14]: Open on meals and meal penalties

~~Also, add a provision that the first meal period shall not occur in the first hour or the last hour of a shift. be scheduled to begin before the end of the second (2<sup>nd</sup>) hour of an employee's scheduled shift and shall conclude no later than the beginning of the last hour of the employee's shift unless the employee and the Company mutually agree to a last hour lunch.~~

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Comment [KC15]: open

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- (d) (i) For Employees assigned to a five (5) day work week, the Station shall make every effort to schedule a one (1) hour compensated meal period during the eight (8) hour work day; however, in no event will an Employee receive less than a one-half (1/2) hour meal period during any eight (8) hour work day. In the event that the first meal period is not received at any time during the work day, an Employee shall receive a penalty payment of one (1) hour's pay at one and one-half (1-1/2) times his/her regular rate of pay plus a penalty payment of Ten Dollars (\$10.00).
- (ii) For Employees assigned to a four (4) day work week, the Station shall make every effort to schedule a one (1) hour compensated meal period during the nine and one-half (9-1/2) hour work day; however, in no event will an Employee receive less than a one-half (1/2) hour meal period during any nine and one-half (9-1/2) hour work day. In the event that the first meal period is not received at any time during the work day, an Employee shall receive a penalty payment of one (1) hour's pay at one and one-half (1-1/2) times his/her regular rate of pay plus a penalty payment of Ten Dollars (\$10.00).
- (iii) In the event that a second compensated meal period is not received after twelve (12) elapsed hours, an Employee shall receive a penalty payment of one-half (1/2) hour's pay at one and one-half (1-1/2) times his/her regular rate of pay plus a penalty payment of Five Dollars (\$5.00). Such second meal period shall be not less than one-half (1/2) hour in length.
- (iv) ~~The Station will make a good faith effort to schedule the first meal period as close to the middle of the shift as practical. The Station will not require Employees to miss scheduled meals on a regular and continuing basis.~~
- (e) A tour of duty starting on any day and continuing into the following day shall be considered as one (1) tour of duty and attributed to the first day.
- (f) Notwithstanding the provisions of Section 9.01(c) of this Agreement, split shifts within single work days for both regular Employees and Daily Employees may occur under the following circumstances:

- (i) The split shift situation must be unplanned (for example, to cover sick calls).
- (ii) The minimum call on such days shall be twelve (12) elapsed hours, but such hours are not consecutive.
- (iii) The first part of the shift shall be a minimum of four (4) consecutive hours.
- (iv) There must be at least four (4) consecutive hours off between the first part of the shift and the second part of the shift. If there is less than four (4) consecutive hours off, then it shall be treated as a continuous shift and the split shift provisions of this Section 9.01(f) shall not apply.
- (v) The second part of the shift shall be a minimum of four (4) consecutive hours.
- (vi) The meal period provisions of Section 9.01(d) apply, except that for application of Sections 9.01(d)(i)-(ii) to the split shift day, the first meal period shall occur during the twelve (12) elapsed hours of work rather than during the normal eight (8) or nine and one-half (9-1/2) hour work day.
- (vii) The Employee will receive a daily fee of Fifty Dollars (\$50.00) for each day assigned to a split shift. No Employee may be assigned to more than four (4) split shifts per month.
- (viii) The following is an example of the application of the split shift:

Work Time	Shift Break	Work Time
3:30 A.M. -	9:00 A.M. -	5:00 P.M.
9:00 A.M. -	5:00 P.M. -	11:30 P.M.
(including 1 hour meal period)		
Pay: 4-1/2 hours ST	none	3-1/2 hours ST
1 ST meal fee		3 hours OT
Total: 8 hours ST		
1 hour ST meal fee		
3 hours OT		
\$50.00 fee		

Section 9.02Days Off

Each Employee 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 the week or to be the Sunday of one week and the Monday of the next week. Each Employee 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 Employee 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.

The Company may request an Employee to schedule his/her days off as non-consecutive and further that an Employee may request that the Company schedule his/her days off as non-consecutive. If an Employee so requests and the Company agrees, then any penalties such as short turnaround, etc. will be waived.

Section 9.03Turnaround

- (a) There shall be a minimum of twelve (12) hours between the end of an Employee's original schedule and any extension thereof on any regular work day and the start of the next. Assignment during such turnaround period shall be compensated for, in addition to the regular rate, at Nine Dollars (\$9.00) per hour for the portion of such assignment which encroaches on such turnaround period.
- (b) Employees shall receive thirty-six (36) consecutive hours of rest for one (1) day off and sixty (60) consecutive hours of rest for two (2) consecutive days off. Employees shall receive premium pay of Nine Dollars (\$9.00) per hour for all time between the beginning of an assignment within said thirty-six or sixty (60) hour period and the termination of such period.

This subsection does not apply to Daily Employees.

Section 9.04Scheduling and Schedule Changes

Schedules showing the time of reporting to work and the time of quitting work during the work week and days off shall be posted at convenient places by not later than Wednesday for the following week. It is the Employee's responsibility to check the initial posting of the schedule. Employees shall be notified of any change in scheduled days off at least five (5) days in advance of either their previously scheduled days off or their newly scheduled days off, whichever is earlier.

Employees shall be notified not later than the close of their work day of any change in the starting time of their next work day. If such notification is not given, the starting time of their next working day shall be as previously scheduled.



Employees will submit requests for paid time off other than vacation two (2) weeks in advance. Vacation requests shall be handled in accordance with Section 14.02(a). Any Employee who receives a jury duty summons will submit such summons within five (5) working days of receipt. If the summons is not delivered to the Company within the five (5) day period, any payment pursuant to Section 11.05 or 18.05 will be forfeited. The Company will take extenuating circumstances into consideration prior to making a determination to not make payment as described herein.

#### Section 9.05

#### Overtime

- (a) Employees shall receive the overtime rate of one and one-half (1-1/2) times their regular hourly rate in quarter (1/4) hour increments for all actual work as follows:
- (i) in excess of forty (40) hours in any work week;
  - (ii) in excess of eight (8) hours of actual work on any work day if assigned to a five (5) day work week, or in excess of ~~nine and one-half (9-1/2)~~ ten (10) hours on any work day if assigned to a four (4) day work week;
  - (iii) on scheduled days off; and
  - (iv) in excess of seven (7) consecutive days following their previously scheduled days off until scheduled two (2) consecutive days off. Work on scheduled days off and paid for under Sub Section (iii) above shall not be considered in computing the number of consecutive days for the purposes of this Sub Section (iv).
  - (v) Employees shall receive the overtime rate of two times (2x) their regular hourly rate in quarter (1/4) hour increments for all work in excess of twelve (12) elapsed hours since his/her in-time on any work day.

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;
- (iii) premium pay be considered part of overtime; and
- (iv) sick leave count towards overtime provided that the overtime was scheduled prior to the sick call.

#### Section 9.06

#### Night Differential

An Employee who is assigned to work between the hours of 12:00 midnight and 7:00 ~~6:50~~ a.m. shall be paid a night differential premium pay of ~~Two Dollars and Fifty Cents (\$2.50)~~ ~~Three Dollars (\$3.00)~~ Three Dollars and Twenty-Five cents (\$3.25) per hour for all such hours worked. ~~On July 1, 2010 the night differential rate will be increased to Three Dollars and Twenty-Five cents (\$3.25) per hour for all such hours worked.~~

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Section 9.07Continuous Tour

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

Section 9.08Beepers

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

ARTICLE XPAYSection 10.01Wages

Employees shall receive the following minimum hourly wages, with seniority, as of the effective date indicated below:

	<del>7/1/2008-</del> 6/30/2009	<del>7/1/2009-</del> 6/30/2010	<del>7/1/2010-</del> 6/30/2011
Director	\$ 34.02	\$ 35.04	\$ 36.09
Associate Director	\$ 26.84	\$ 27.64	\$ 28.44
Producer	\$ 36.46	\$ 37.54	\$ 38.67
News-Writer			
0-1 year	\$ 23.69	\$ 24.40	\$ 25.13
1-2 years	\$ 29.27	\$ 30.16	\$ 31.06
2-3 years	\$ 31.76	\$ 32.74	\$ 33.69
3+ years	\$ 32.69	\$ 33.67	\$ 34.58
Assignment Editor	\$ 36.46	\$ 37.54	\$ 38.67
CGO (Chyron)	\$ 28.02	\$ 28.86	\$ 29.73
Edit Coordinator	\$ 24.29	\$ 25.04	\$ 25.76
News Assistant			
0-6 months	\$ 14.44	\$ 14.88	\$ 15.32
6-12 months	\$ 16.35	\$ 16.84	\$ 17.35
1-2 years	\$ 18.29	\$ 18.84	\$ 19.40
2+ years	\$ 20.19	\$ 20.79	\$ 21.42

~~A year one wage decrease in all classifications / individual wages of five percent (5%) and a wage freeze in all classifications / individual wages for year two and three. To be clear, all Employees will receive a wage decrease in year one (which will take place on~~

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Comment [K16]: Delete Edit Coordinator position

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~~the first day of the first pay period after ratification of the Agreement) of five percent (5%). This expressly includes any Employee who is paid "overscale wages."~~

~~July 1, 2011 - 0%~~

~~July 1, 2012 - 0%~~

~~July 1, 2013 - 1.5%~~

~~July 1, 2014 - 1.5%~~

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Comment [KC17]: Open on wages

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	<u>Upon Ratification*</u>	<u>1 Year Thereafter</u>	<u>2 Years Thereafter</u>
<u>Director</u>	<u>37.71</u>	<u>38.46</u>	<u>39.23</u>
<u>Associate Director</u>	<u>29.72</u>	<u>30.31</u>	<u>30.92</u>
<u>Producer</u>	<u>40.41</u>	<u>41.22</u>	<u>42.04</u>
<u>News Writer</u>			
<u>0-1 year</u>	<u>26.26</u>	<u>26.79</u>	<u>27.33</u>
<u>1-2 years</u>	<u>32.46</u>	<u>33.11</u>	<u>33.77</u>
<u>2-3 years</u>	<u>35.21</u>	<u>35.91</u>	<u>36.63</u>
<u>3+ years</u>	<u>36.14</u>	<u>36.86</u>	<u>37.60</u>
<u>Assignment Editor</u>	<u>40.41</u>	<u>41.22</u>	<u>42.04</u>
<u>CGO (Chyron)</u>	<u>31.07</u>	<u>31.69</u>	<u>32.32</u>
<u>News Assistant</u>			
<u>0-6 months</u>	<u>16.01</u>	<u>16.33</u>	<u>16.66</u>
<u>6-12 months</u>	<u>18.13</u>	<u>18.49</u>	<u>18.86</u>
<u>1-2 years</u>	<u>20.27</u>	<u>20.68</u>	<u>21.09</u>
<u>2+ years</u>	<u>22.38</u>	<u>22.83</u>	<u>23.29</u>

\* Rates shall be effective the first day of the first payroll period following the Company's receipt of notice of ratification from the Union.

## Section 10.02

### Overscale Wages

The Station may, at its sole discretion, pay overscale wages to an Employee. Such overscale wages are not automatically subject to the percentage increase contained in Section 10.01. Instead, wage increases (if any) are subject to the sole discretion of management. Effective on the first day of the first pay period after the Company receives notice of ratification of this Agreement, any employee paid overscale on the date the Company receives notice of ratification of this Agreement shall receive a two percent (2%) increase in his or her base pay rate. Effective one (1) year thereafter, an employee paid overscale shall receive a two percent (2%) increase in his or her base pay rate. Effective two (2) years thereafter, an employee paid overscale shall receive a two percent (2%) increase in his or her base pay rate.

Section 10.03Employment Status

The Company shall notify an Employee, with a copy to the Union, prior to the first day of work, but in no event later than five (5) days following the first day of work as to whether the Employee is being employed as a regular full-time, probationary or daily Employee and the intended rate of pay.

Section 10.04Pay Checks

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

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

Except in the case of unforeseen circumstances beyond the control of the Company, the distribution of pay checks will be made on Thursday or Friday of each week. Checks may be picked up as late as 4:00 p.m. Friday before the checks are distributed by mail. If an Employee makes a request in advance the Company will mail the Employee 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 Employee affected.

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

Section 10.05Expense Reimbursements

~~Expenses incurred by Employees in accordance with the Agreement and in connection with their assignments shall be reimbursed as soon as possible, normally within two (2) weeks, upon submitting a statement of such expenses upon the form prescribed by the Station. Reasonable cash advances for estimated expenses shall be provided by the Company when possible.~~

~~Employees must turn in properly completed travel expense reports no later than thirty (30) days after completion of the trip. If the Employee does not do so, then the two (2) week time guideline for reimbursement will not apply.~~

In accordance with Company Policy.

Comment [MC18]: TA 1/12/2012.

Section 10.06Tools

All tools deemed necessary by the Company for work assignments shall be provided for the Employee by the Company.

#### Section 10.07

#### Parking

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

#### Section 10.08

#### Personal Service Agreements

- (a) The Station may enter into personal service agreements with any bargaining unit Employee. Such personal service agreements shall not contain any terms and conditions less than those required by this Agreement and shall be for a minimum term of one (1) year. The Station will provide the Union with a copy of any such personal service agreement.
- (b) Notwithstanding the provisions of Section 8.01(a) of this Agreement, the Station shall have the right to terminate an Employee upon the expiration of any term of his/her personal service agreement. Such termination shall not be grievable or arbitrable under the provisions of Article VII.

### ARTICLE XI

### DAILY EMPLOYEES

#### Section 11.01

#### Daily Employees

Daily Employees are those Employees hired on a daily basis for any purpose.

#### Section 11.02

#### Wages/Overtime

- (a) Daily Employees in classifications other than News Assistant and News Writer will be paid an hourly rate equal to one-fortieth (1/40) of the full-time weekly salary for their classification, plus an additional ~~five percent (5%)~~ ~~fifteen percent (15%)~~. Daily News Assistants will be paid an hourly rate not less than one-fortieth (1/40) of the applicable full-time weekly salary for their length of service, plus an additional ~~five percent (5%)~~ ~~fifteen percent (15%)~~, based upon their first day of hire as a daily News Assistant, even if such date of first hire pre-dates this Agreement. Daily News Writers will be paid an hourly rate not less than one-fortieth (1/40th) of the applicable full-time weekly salary, plus an additional ~~five percent (5%)~~ ~~fifteen percent (15%)~~. For the purposes of advancement on wage escalators only, daily News Writers and/or News Assistants who are upgraded to

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daily News Writers shall be given credit for one (1) week of service for each forty (40) hours of work. Daily Employees will be eligible only for such benefits as specified in this Article. If such Employee is assigned to work on a holiday named in Article XV, he/she will be paid a premium of one-half (½) times the basic rate for all hours worked on such day. Daily Employees shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for all actual work in excess of eight (8) hours on any one day and in excess of forty (40) hours in any work week, as provided in Article IX. Daily Employees shall be paid at the rate of two times (2x) their regular hourly rate of pay for all work in excess of twelve (12) elapsed hours since his/her in-time on any one day, as provided in Article IX. Daily Employees will have contributions made on their behalf by the Company to the Entertainment Industry Flex Plan, or its equivalent, at the rate of nine percent (9%) of straight time pay. Such contributions shall be remitted bi-weekly to the Entertainment Industry Flex Plan.

Comment [MC20]: TA: 1/12/2012.

Comment [MC21]: TA: July 19, 2011.

Conforming changes throughout based upon uncompensated amended meal proposal.

- (b) Daily Employees shall be notified of the cancellation of any scheduled shift not later than forty-eight (48) hours prior to the start of the call. If such notice is not given, the affected Employee shall be paid for all scheduled work.
- (c) Daily Employees will receive paid time off as follows:
  - (i) Daily Employees who have worked the following listed hours (all hours worked) for KTTV/KCOP in each of the previous two (2) calendar years shall receive paid time off as follows in the following vacation year (February 1 through January 31):

Hours	PTO Days
1000	5
1080	6
1160	7
1240	8
1320	9
1400	10
1480	11
1560	12

- (ii) After a Daily Employee 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 receive three (3) days of paid time off in the following vacation year. In order to qualify for paid time off in the vacation year subsequent to the year in

which he/she received three (3) days of paid time off, he/she must meet the minimum qualification level in Section 11.02(c)(i) above.

Such paid time off will not accumulate from year to year. Once a Daily Employee 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 Employee 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 Employee shall give a minimum of two and one-half (2-1/2) hours' notice. When paid time off is to be used as planned time off, it will be scheduled by mutual agreement between the Daily Employee and the Company and may be taken as single or multiple days. The Daily Employee 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. The Company may also elect to have Daily Employees choose such planned time off at the same time regular full-time Employees 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 Employees over scheduling of paid time off, the Company has the sole discretion to resolve the conflict and in doing so will consider the work assignment of the Daily Employees, the availability of replacements, the relative length of service of the Daily Employees and any other relevant factors.

Each January, the Company will notify the affected Daily Employees and the Union of the number of days of paid time off for which the Daily Employees have qualified for that vacation year. Quarterly updates will also be given to the Union. Each July, the Company will give each affected Daily Employee an accounting of how many days of paid time off he/she has remaining for that vacation year with a reminder that such paid time off cannot be carried over to the next vacation year.

- (d) (i) Daily Employees may contribute to the Communications Workers of America Savings and Retirement Trust ("CWA-SRT", also known as the CWA 401(k) Plan) through pre-tax payroll deductions in accordance with the terms and provisions of said Plan. Such contributions shall be remitted weekly bi-weekly to the CWA-SRT.

Comment [MC22]: TA: July 19, 2011.

- (ii) ~~Effective May 31, 1999, the Company commenced contributing two percent (2%) of base salary for eligible Daily Employees to the CWA-SRT. Effective July 1, 2003, this contribution increases to three percent (3%). Such contributions shall be remitted weekly to the CWA-SRT. Contributions for eligible Daily Employees are made on the same pay types which were recognized by the Pension Plan for Union Employees of Fox Television Stations, Inc. ("Pension Plan"). All Daily Employees who were participating in the Pension Plan as of May 30, 1999 were~~

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~~immediately eligible for this Company contribution. Eligibility requirements for other Daily Employees 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 Employees with the Company's contributions. The fact that the Company makes contributions to the CWA SRT on behalf of eligible Daily Employees does not affect the right of Daily Employees to also elect to have pre-tax payroll deductions made to the CWA SRT as provided in (i) above. Daily Employees 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.~~

#### Section 11.03

#### Seniority

For purposes of seniority, daily Employees who become regular Employees shall be given credit for eight (8) hours of service for each day of prior employment as a daily Employee during the three (3) year period immediately preceding such Employee becoming a regular Employee, not to exceed a total of one (1) year of such employment.

#### Section 11.04

#### Staff to Daily Ratio

- (a) The number of daily Employees may not exceed the number of regular full-time Employees in any classification, except that in the classifications of News Assistants there shall be no limitation.

Notwithstanding the above, the Company will not increase the total number of daily Employees so as to exceed the ratio of Dailies to regular full-time Employees to more than the ratio of one daily to one regular full-time Employee.

- (b) When a staff vacancy occurs, Daily employees who are regularly performing the duties of the open position shall have the right to request and receive consideration for the staff position. Such consideration shall include an interview with a News Manager.

#### Section 11.05

#### Jury Duty for Daily Employees

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A Daily Employee 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 Employee would normally have been scheduled to work that day, to a maximum of ten (10) days per calendar year. A Daily Employee who is on-



call for jury duty, but who is not required to report to the court, shall report to KTTV/KCOP for assignment at a time determined by KTTV/KCOP. Upon completion of jury duty, the Daily Employee will immediately provide the Company with proof of jury service. Additionally, see Section 9.04 for scheduling requirements.

Comment [KC23]: Co w/d prop to delete

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#### Section 11.06

#### Cessation of Scheduling

If the Company ceases to hire/schedule a Daily Employee, he/she will be paid for all time posted on the current schedule.

### ARTICLE XII SENIORITY, LAYOFFS AND REHIRS

#### Section 12.01

#### Classifications

Producers, News Writers, Directors, Associate Directors, Assignment Editors, News Assistants, Edit Coordinators, and Character Generator Operators shall be separate classifications for purposes of layoffs and rehires.

#### Section 12.02

#### Layoffs

When layoffs (reductions in force) of Employees are made, such layoffs shall be made in inverse order of seniority based upon classification the Company in its sole discretion shall determine the number of Employees to be laid off. If two or more employees affected by a layoff have the same classification seniority date, unit seniority shall govern.

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In the event that a layoff concerns one or more Employees in regular full-time positions, all probationary Employees within the affected classification shall be the first to be laid off the following procedure shall be implemented:

- (a) All probationary Employees within the affected classification shall be the first to be laid off;
- (b) If a further reduction is necessary, Employees in the classifications of Director, Associate Director, Edit Coordinator, Character Generator Operator, Producer, News Writer, and Assignment Editor 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. Employees in the classification of News Assistant shall be laid off in inverse order of seniority.~~

- (c) ~~Employees in the classification of Director, Producer, Assignment Editor, and News Writer hired prior to June 1, 1988 will be laid off in inverse order of seniority, and no such Employee will be laid off prior to any regular full-time Employees in such classification(s) who were hired after June 1, 1988.~~

Comment [MC24]: TA: 1/12/2012.

#### Section 12.02 Bumping

~~In the event an Employee hired on or before June 1, 1988 is laid off due to a reduction in force in their classification they shall have the right to replace an Employee with less unit seniority in the News Assistant classification and shall thereafter be classified as a News Assistant, a Producer may also bump into a regular full-time News Writer position, and thereafter be classified as a News Writer. Any such reclassification(s) shall not result in any reduction of the Employee's rate of pay. An Employee so reclassified shall maintain unit seniority for layoff, recall preference, and vacation.~~

Comment [MC25]: TA: 1/12/2012.

#### Section 12.04 Downgrading

In the event an Employee's performance is unsatisfactory, in lieu of discipline and/or discharge under Article VIII, the Company may elect the following procedure:

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

1. Accuracy in performance (e.g., writing, calling shots, timing of broadcast and carrying out the direction and philosophy of news management).
2. Objectivity (editorial consideration-presenting both sides of an issue or story).
3. Clarity in communication.
4. Organization of time, resources and people.
5. Decision making ability.
6. Flexibility (react and change with the day's news events).
7. Meet realistic deadlines.
8. Exercising appropriate leadership and initiative.

In the event an Employee's performance is determined to be unacceptable, the Company must notify the Employee of his or her unsatisfactory performance. Such Notice must be in writing and such writing must specify the nature, extent and content of their 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 Employee must be given a sixty (60) day evaluation period, the intent of which is to correct the deficiency. An Employee 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 grievances and arbitration if such downgrading is:

- (i) disciplinary, or
- (ii) made in bad faith, or
- (iii) not made in accordance with the above standards.

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.

In the event the arbitrator finds that the downgrade was disciplinary, made in bad faith or not made in accordance with the above standards, the arbitrator may make all appropriate orders, including, but not necessarily limited to, restoration to and reassignment to the higher classification.

The Employee may accept the downgrade or elect to receive severance as provided for in Section 12.06(b). For regular full-time Employees hired prior to June 1, 1988, any such downgrade shall not result in any reduction in an Employee's rate of pay.

#### Section 12.05

#### Types of Seniority

- (a) Unit seniority is measured by the length of service accumulated in all classifications covered by this Agreement and shall control ~~the right to replace Employees with lesser unit seniority in the event of layoff, and shall also control~~ preference of vacation.
- (b) Total Company seniority is measured by the length of service with the Company and shall control notice of layoff or pay in lieu thereof, severance pay, and length of vacation.
- (c) Seniority in a particular classification is measured by the length of service in the particular classification.

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#### Section 12.06

#### Notice of Layoff

- (a) Any regular full-time Employee who is laid off shall receive advance notice of such termination equal to one (1) week's notice for each year of service completed up to a maximum of four (4) weeks' notice or pay in lieu thereof, but in no event less than two (2) weeks' notice, which shall be in addition to any vacation or holiday pay which such Employee may be entitled to upon such layoff pursuant to this Agreement.
- (b) Severance Pay - Any regular full-time Employee who is laid off shall receive, in addition to Section 12.06(a) above, severance pay in an amount equal to one (1) week's pay for each year of service completed up to a maximum of ~~twenty (20)~~ **thirty (30)** weeks' severance pay.

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Section 12.07Service

Employees who are laid off shall, on or before the effective date of layoff, receive a service letter from the Company, if same is requested. A copy of such letter shall also be sent to the Union.

Section 12.08Re-Employment

- (a) Before a new Employee is employed by the Company in a full-time staff position, full-time Employees with more than six (6) months' seniority, who have been laid off, shall be given first preference for employment on the basis of seniority as an Employee in the bargaining unit during the period of one (1) year from the Employee's effective date of layoff. If such laid off Employee has more than two (2) years of service credit with the Company at the time of layoff and is not recalled during the first eleven (11) months of the year as set forth above, he/she may extend the recall period for one (1) additional year by advising the Company in writing within thirty (30) days of the end of the first re-call year of his/her desire to so extend the recall period.
- (b) If a laid off Employee 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.
- (c) If an Employee in any classification hired prior to June 1, 1988 is laid off from a regular full-time position, he/she will be offered employment on the basis of seniority for any subsequent vacancies in their classification for regular full-time employment during the period of one (1) year from the Employee's effective date of layoff.
  - (i) An offer of re-employment shall be sent by the Company to the Employee's last known home address by certified mail, with a copy to the Union. If such Employee fails to notify the Company in writing of his/her acceptance within ten (10) days of dispatch of said offer, or if such Employee after so notifying the Company of his/her acceptance, fails to report to work at the Company 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 Employee 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.

- (d) If an Employee in any classification is laid off from a regular full-time position, he/she will be given first preference during the period of one (1) year from the Employee's effective date of layoff for:
- (i) Any available daily employment in their classification, or
  - (ii) Any available daily employment in the News Assistant classification, or
  - (iii) Any available daily employment in the News Writer classification for Producers who are laid off.

### ARTICLE XIII UPGRADES

#### Section 13.01

#### Temporary Upgrades

An Employee who is temporarily upgraded to a higher classification shall be paid for such higher classification during any period of such upgrade as follows:

- (a) If a member of the unit performs duties in a higher classification he/she shall receive the upgrade rate for not less than fifty percent (50%) of that scheduled working day (excluding overtime), provided, however, that he/she is not under the supervision of an Assignment Editor, the News Director or the Executive Producer.
- (b) In the event such duties are performed for more than fifty percent (50%) of that scheduled working day (excluding overtime), the Employee performing such duties shall be paid one-fifth (1/5) of the minimum weekly wage of the higher classification, in lieu of his/her regular wage, for such day.
- (c) In no event shall such higher classification result in a lesser pay scale.
- (d) Any non-exclusive jurisdictional work for new and emerging technology (in accordance with Section 3.12) will only result in upgrades to the position of Producer. However, the Company agrees to discuss this topic on an on-going basis in meetings pursuant to Section 24.02.
- (e) A News Employee 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, paid time off and compensating days off.
- (f) A News Assistant who has been upgraded for sixty percent (60%) or more of his/her working days in the previous twelve (12) months shall receive a permanent change of job classification into the classification for which they have been so upgraded. This provision shall be effective upon ratification

Comment [MC26]: TA- Union Proposal, June 3, 2011.

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with the first 12-month "look back" being the 12-month period immediately preceding ratification.

Section 13.02Upgrades to Assignment Editor

Notwithstanding anything contained in Sections 13.01(a) and (b) above, in the event a News Assistant is assigned to perform the duties of an Assignment Editor while no member of management or an Assignment Editor is present in the Newsroom or its environs, he/she shall be paid an upgraded rate as provided in Section 13.01 above for the time spent performing such duties and for the entire day if he/she performs such duties for more than fifty percent (50%) of that work day.

Section 13.03Temporary Upgrades to Associate Director

- (a) Notwithstanding anything contained in Section 13.01 above, a News Assistant may be upgraded to an Associate Director, whose duties shall include coordinating on-air remotes, assisting the Producer and Director with technical, production, pre-production and post-production details. Associate Directors may perform any and all News Assistant duties as in Section 3.08. Associate Directors may direct cut-ins whether pre-taped or live not exceeding five (5) minutes per cut-in. A Director will be assigned to any work shift that an Associate Director works.
- (b) Any News Assistant upgraded to an Associate Director shall be upgraded for not less than an eight (8) hour workday. Any Employee so upgraded shall continue to be classified as a News Assistant for purposes of bumping, layoff and recall. Any News Assistant so upgraded shall have his/her hourly straight time rate increased by Four Dollars (\$4.00) for each day such Employee is so assigned.

Section 13.04Temporary Upgrades to Associate Producer

- (a) Notwithstanding anything contained in Section 13.01 above, the duties of a News Writer upgraded to Associate Producer shall include assisting the Producer in the production of news programs. Those duties include assigning personnel to prepare news material, writing duties, and assisting in the supervision of writing and editing news materials. Associate Producers may perform any and all News Writer duties as in Section 3.04. Any News Writer upgraded to Associate Producer shall be upgraded for not less than an eight (8) hour work day. Any Employee so upgraded shall continue to be classified as a News Writer for purposes of bumping, layoff and recall.
- (b) Any News Writer so upgraded shall have his/her hourly straight time rate increased by Three Dollars (\$3.00) for each day such Employee is so assigned.

Section 13.05Temporary Upgrades to Edit Coordinator

June 30, 2016

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~~A News Assistant may be temporarily upgraded to the position of Edit Coordinator and shall be paid a daily fee of Twenty-two Dollars and Fifty Cents (\$22.50) when so upgraded.~~

Comment [MC27]: TA: 1/12/2012

A News Assistant temporarily upgraded to Satellite Coordinator, Story Planning Manager, or Assignment Editor for the Local News Service shall be paid the Assignment Editor Rate.

Comment [MC28]: TA Union Proposals on June 3, 2011

A News Assistant temporarily upgraded to produce Weather and/or Traffic shall be paid as a Producer.

Comment [MC29]: TA Union Proposal on June 3, 2011

#### Section 13.06

#### Character Generator Operator

A News Assistant may be temporarily upgraded to the position of Character Generator Operator and shall be paid a daily fee of Thirty Dollars (\$30.00) when so upgraded. News Writers may perform Character Generator Operator duties without additional compensation.

### ARTICLE XIV VACATIONS

#### Section 14.01

#### Vacations

~~Any Employee hired on or after July 1, 2012, all vacation policies contained in this Section 14.01 and Section 14.02 shall be in accordance with Company Policy. As such, all vacation scheduling shall be in accordance with Section 14.02.~~

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~~For any Employee hired on or prior to June 30, 2012, The vacation period hereunder shall be between April 1 of each year and March 31 of the subsequent year. Employees shall receive a vacation with pay according to their length of service as of October 31st of each such year, as follows:~~

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#### LENGTH OF SERVICE

#### VACATION TIME

0 - 6 Months  
6 - 12 Months  
1 - 5 Years  
5 - 10 Years  
Over 10 Years

See below for calculation  
1 Week  
2 Weeks  
3 Weeks  
4 Weeks

Vacation may not be carried over from one vacation period to the next without the express written permission of the Company.

Probationary Employees and Daily Employees who become regular Employees and qualify for vacation may have the scheduling of such earned vacation deferred to a mutually agreeable time, not necessarily within the vacation period set forth above.

Employees 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 0.42 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.

Employees 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 Employee 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. Employees 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 14.04, according to their length of service as of October 31st of such year.

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

In the event such an Employee 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 Employee shall be entitled to receive in the subsequent vacation period shall be reduced to the extent that such Employee has received such "excess" vacation.

Example: Employee goes on sick leave and subsequently on long term disability beginning August 1, 1998. She has eight (8) 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 1.25 days per month.

#### Section 14.02

#### Vacation Schedules

- (a) During January and February of each year, Employees shall select vacation to be taken in the next vacation period in weekly increments (a minimum of one (1) week for those Employees receiving either one (1) or two (2) weeks of vacation; and a minimum of two (2) weeks for those Employees receiving three (3) or four



(4) weeks of vacation). Vacation schedules shall be posted by March 1 of each year. Vacation selection shall be based on seniority, subject to the Company's bona fide operational requirements (e.g., sweeps). Holiday period vacation (as defined in 14.02(b)) may not be selected at this time; it must be handled pursuant to Section 14.02(b) below.

The Company shall allot six (6) vacation slots for each week that vacations may be scheduled. Not more than one (1) Show Producer, one (1) Director or Associate Director, one (1) News Writer (or two (2) News Writers if no Show Producer is on vacation that week), one (1) Assignment Editor, and two (2) News Assistants may be on vacation during any week. However, the Station may add weeks to the vacation schedule after March 1 of any year, which weeks may be selected vacation weeks in lieu of previously selected vacation weeks by the most senior Employee to indicate a desire to select such newly posted vacation weeks within five (5) days of such weeks having been posted. If an Employee notifies the Station at least two (2) weeks but less than four (4) weeks prior to the posting of the scheduled days off for the week in question, such Employee 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 Employee waives his/her rights under Section 9.05(a)(iv) of this Agreement.

Once posted, the remainder of an Employee's vacation may be taken in daily or weekly increments and shall be scheduled by mutual agreement with the Company on an ad hoc basis, with the Employee to request such vacation at least three (3) weeks in advance. The Company will respond to the Employee's request within five (5) calendar days after the request is made. Such ad hoc vacation selection may not "bump" selections on the annual vacation schedule.

- (b) The Company will give good faith consideration to allowing one (1) News Writer and one (1) News Assistant to schedule vacation during each of the February, May and November sweeps. Employees who wish to request vacation time during the two (2) week Christmas/New Year holiday period must submit their requests no later than September 1st. The Company will make a good faith effort, giving due consideration to the requesting Employees' relative seniority and the operational requirements of the News Department, to grant as many vacation requests as possible during such holiday period. Employees will be notified by September 30th of the Company's decision as to vacation schedules during the holiday period.

#### Section 14.03

#### Vacation Pay Upon Termination

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

Accrued Days of

Length of Service	Vacation Per Month
6-12 months	0.42 days
1-5 years	0.83 days
5-10 years	1.25 days
Over 10 years	1.67 days

#### ARTICLE XV HOLIDAYS

##### Section 15.01

##### Holidays

Employees shall receive the following holidays on the days designated by the Company:

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
Washington's Birthday	
President's Day	Friday After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day

Comment [MC30]: TA Union Proposal on June 3, 2011.

##### Section 15.02

##### Work on Holiday

If an Employee is required to work on any of the aforesaid holidays, such Employee shall receive straight time pay for the first eight (8) hours of actual work additional half-time for all hours worked on such day and a compensating day off to be mutually agreeable between the Employee and the Company, but in no event later than three hundred and sixty-five (365) days subsequent to the day on which the compensating day off is earned. An Employee so required to work may elect to receive an additional regular day's pay in lieu of receiving a compensating day off, for Washington's Birthday, Thanksgiving Day, Friday After Thanksgiving, Day Before Christmas and Christmas Day holidays. For an Employee required to work on New Year's Day, Martin Luther King Birthday, Memorial Day, Independence Day and Labor Day holidays, the Company shall elect whether the Employee shall receive an additional regular day's pay or a compensating day; with the Company to give the Employee three (3) weeks or more notice as to the Company's election. An additional day's pay shall be paid in lieu of any compensatory day not taken prior to three hundred and sixty-five (365) days subsequent to the day on which the compensating day off is earned.

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##### Section 15.03      Compensating Day Off

If a holiday falls on an Employee's day off or during an Employee's vacation, such Employee will receive a compensating day off to be designated by the Company, but in no event later than three hundred and sixty-five (365) days subsequent to the day on which the compensating day off is earned, or in lieu of other compensation, compensation at the rate of one and one-half (1 1/2) times his/her straight time rate of

pay. Any compensatory day not taken or given prior to three hundred and sixty-five (365) days subsequent to the day on which the compensating day off is earned shall be paid in lieu thereof at the rate of one and one-half (1-1/2) times his/her straight time rate of pay.

## ARTICLE XVI INSURANCE AND OTHER BENEFITS

### Section 16.01                      Medical, Life and Long Term Disability Insurance

- (a) Regular Employees shall be eligible to elect for coverage under the Fox Health Plan (excluding retirees), Fox Dental Plan, Fox Vision Plan, Health Care and Dependent Care Flexible Spending Accounts, and Group Universal Life insurance benefits, Fox Television Stations, Inc. Group Medical and Vision Plans (excluding retirees), Health Care Flexible Spending Account, Dependent Care Flexible Spending Account, Group Universal Life, and Dental Insurance benefits, a current copy of which has been delivered to the Union, subject to the terms and conditions thereof. It is understood by the parties that benefits provided to Employees under this Agreement are the same as the benefits generally provided to non-represented employees of the Company (including contribution rates). If the Company makes any changes in the non-represented benefits, then the same changes will be made to the benefits provided to Employees under this Agreement. Such changes include the addition to, subtraction from, modification of, or termination of the foregoing benefit plans in any manner, at the Company's sole discretion, provided that the same changes are made to non-represented employee plan(s). Notice will be given to the Union and the Employees of any such changes, but such changes will not be subject to negotiation nor to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section.
- (b) Insurance coverage will include Long Term Disability Coverage (60% of monthly earnings, maximum \$2,750/month), Basic Life Insurance (2x annual salary, \$200K maximum), and Business Travel Accident (1.5x annual salary, \$250K minimum-\$500K maximum), AD&D Insurance (1.5x salary, \$20K maximum) fully paid by the Company. Employees assigned to duty in any helicopter will be covered by such policy during such duty. Benefits in this section begin on the first of the month following two months of service.
- (c) If the Company institutes child care services for its employees generally, Employees shall be eligible for such services.

## ARTICLE XVII PENSION

### Section 17.01                      Pension

**Comment [MC31]:** Company holds to position. Note that the benefit language change in this section are of an administrative nature only. The changes are intended to provide clarity relative to the benefits contained in this section. There are no actual benefit changes proposed as a result of any modifications herein. Company will communicate update to Union

- (a) The News Employees as a group shall be deemed as an included unit under the Pension Plan for Union Employees of Fox Television Stations, Inc. ("Pension Plan"), a current copy of which has been received by the Union, subject to all terms and conditions thereof, and any future changes made in the Pension Plan by the Company to comply with applicable law. This Agreement reflects an unreduced pension at age 62, rather than at age 65. Participation (as defined by the Pension Plan) by Daily Employees in the Pension Plan ceased as of May 30, 1999. The benefits earned by Daily Employees as of that date were determined, and each participating Daily Employee was one hundred percent (100%) vested in his/her benefit as of May 30, 1999. The News Employees may retire voluntarily or be retired involuntarily under the Pension Plan upon and subject to the provisions thereof. Retirement shall not be deemed either a layoff or discharge.
- (b) Employees (regular and daily) may contribute to the Communications Workers of America 401(k) Plan through pre-tax payroll deductions in accordance with the terms and provisions of said Plan. Such contributions shall be remitted bi-weekly to the CWA-SRT. There shall be no Company contribution.

Comment [MC32]: TA: July 19, 2011.

## ARTICLE XVIII LEAVE OF ABSENCE

### Section 18.01

#### Sick Leave

An Employee who is compelled to absent himself/herself from work temporarily because of illness or disability shall receive eight (8) hours' pay at his/her regular rate for each such day's absence other than for his/her scheduled days off in accordance with the following:

- (a) Each Employee shall be entitled to receive up to ~~ten (10)~~ twelve (12) days' sick leave during each calendar year, plus his/her unused sick leave for any prior calendar year, up to a maximum of one hundred twenty (120) days' sick leave in any calendar year.

Comment [MC33]: Company withdraws proposal 5/3/12

In the case of a work-related injury which causes an Employee to be unable to work for up to ninety (90) calendar days, and for which an Employee is receiving Workers Compensation benefits, the Company will pay such Employee a weekly benefit equal to the difference between the Employee's Workers Compensation and sixty percent (60%) of his/her regular straight time rate of pay following the exhaustion of an Employee's accumulated sick leave or beginning with the sixth week of the Employee's absence, whichever is later. Such benefit will cease upon the Employee being eligible for benefits under the Company's Long Term Disability Plan for Union Employees.

An Employee 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 Employee's return to

work, he/she will be credited with sick leave on a pro-rata basis for the remainder of that calendar year.

If an Employee 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 Employee shall be deducted from the wages which the Employee would receive while on sick leave hereunder. An Employee with less than five (5) years' seniority who has been absent for one (1) year due to illness or disability may be terminated by the Company. An Employee with five (5) years' or more but less than ten (10) years' seniority who has been absent for two (2) years due to illness or disability may be terminated by the Company. An Employee with ten (10) years' or more seniority who has been absent for three (3) years due to illness or disability may be terminated by the Company. The determination of the Employee's length of seniority for the foregoing shall be the Employee's length of seniority after ninety (90) calendar days of illness or disability. However, any return to work during the ninety (90) calendar day period for fifteen (15) work days or less shall not "break" the ninety (90) day period, and any return to work during the one (1), two (2) or three (3) year period (whichever is applicable) for fifteen (15) work days or less shall not "break" the one (1), two (2) or three (3) year period (whichever is applicable). Such termination shall not be grievable or arbitrable.

#### Section 18.02

#### Union Leave

##### (a) Long Term

Upon four (4) weeks prior notice by the Union, the Company will grant an unpaid leave of absence for Union activity for not more than one (1) Employee at any one time for specified periods up to one (1) year's duration. If such long term leave of absence for any Employee 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 Employee's medical insurance. If an Employee employed by KTTV/KCOP is on such long term leave of absence for the purpose of serving as a full-time elected officer of NABET-CWA Local 53, his/her service during the period of such leave shall be considered as membership service for purposes of the Pension Plan for Union Employees of Fox Television Stations, Inc. For purposes of determining a benefit under said Pension Plan, such Employee shall be considered to have earned wages at the then-current rate for his/her classification during the term of such leave. The preceding shall apply under the Pension Plan for Union Employees of Fox Television Stations, Inc. only if the Employee 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~~ at least one (1) Employee at any one time for specified periods up to one (1) week's duration. No more than ~~four (4) such seventeen (17) calendar days~~ of short term leaves of absence shall be available to an Employee in any calendar year. Short Term leaves of absence shall not include any leaves of absence for grievance/arbitration and contract negotiations.

Comment [MC34]: TA: July 20, 2011.

Section 18.03Military Leave

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

Section 18.04Other Leaves

A leave of absence may be granted to an Employee upon his/her written request and approval of the Company. The granting or denial of any such leave by the Company shall be at its sole discretion, not subject to grievance and arbitration. Upon return of an Employee 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 Employee. The full cost of the Employee's medical insurance shall be paid by the Employee during any unpaid leave of absence longer than ninety (90) calendar days.

Section 18.05Jury Duty

- (a) A regular Employee who is required by law to serve as a Juror and who presents satisfactory written evidence of a Notice of 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 Juror. Should his/her required jury duty service go beyond a reasonable period of time, (i.e., more than four (4) weeks), payment of full salary to the Employee is subject to review. Such Employee is expected to report to work on any day his/her jury duty hours reasonably permit. The Company shall have the right to request that the Employee be excused from Jury Duty Service.
- (b) An Employee assigned to jury duty shall, following the commencement of jury duty, have his/her days off changed to Saturday and Sunday and his/her work hours on work days to 9:00 a.m. to 5:00 p.m. No penalty shall be payable for changes in his/her normally scheduled days off to Saturday/Sunday, nor for any change back to his/her normally scheduled days off, nor for any change of his/her work hours to 9:00 a.m. to 5:00 p.m., nor for any change of work hours after completion of jury duty. Additionally, see Section 9.04 for scheduling requirements.

Section 18.06Family 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 Employee is guaranteed four (4) months' leave during a period of documented pregnancy-related disability. A regular Employee may request family and medical leave for the birth or adoption of a child. Such leave will be granted in accordance with applicable state and federal laws. The aggregate amount of time that may be taken for such birth/adoption-related disability and family and medical leave during any twelve (12) month period shall be twenty-six (26) work weeks. Such Employee's seniority for all purposes upon returning shall include the period of such leave of absence.~~

To be handled per State and Federal Law.

Section 18.07Bereavement Leave

- (a) In the event of a death in the immediate family of a regular Employee, the Employee 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 Employee's parents, parents-in-law, spouse, non-spouse domestic partner, children, brother, sister, grandparents, grandchildren, aunts, and uncles. The Company will not unreasonably deny additional unpaid time off for any of those listed above or others.
- (b) In the event of a death in the immediate family of a Daily Employee who qualifies for PTO, the Daily Employee 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 Daily Employee's parents, parents-in-law, spouse, non-spouse domestic partner, children, brother, sister, grandparents, grandchildren, aunts, and uncles. The Company will not unreasonably deny additional unpaid time off for any of those listed above or others.

Section 18.08Personal Leave

The Company shall grant regular Employees 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 Employee, so long as no more than one (1) Employee per classification and/or two (2) Employees 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 Employee requests a personal leave less than seventy-two (72) hours in advance, the Company shall not be obligated to grant such request. The Company has the option of granting additional personal leaves (beyond one (1) per classification and/or two (2) total per day) depending on operational requirements.

The Company shall give video credit to all members of this unit, as assigned, for each program of fifteen (15) minutes or longer in duration at least once per year (during the holiday period, at minimum).

## ARTICLE XXI TRAINING

### Section 21.01

#### Opportunities

The Company and the Union recognize the desirability of establishing opportunities for Employees in this Unit to obtain training in duties ordinarily performed by News Writers, Producers, Directors and Assignment Editors. It is understood, however, that the Company shall not be obligated to promote such Employees to regular positions.

### Section 21.02

#### Upgrading

~~The duties as set forth above may be performed by such Employees without upgrading while such Employees are under the supervision of another Employee. Such supervision/training shall not exceed four (4) weeks without upgrade. If the Employee performs the upgraded duties at any other time, the provisions of Section 13.01 shall apply. The training of Employees for new skills (i.e., associate directing, edit coordinating or operation of an electronic character generator) shall result in payment of an additional Fifteen Dollars (\$15.00) for each day an Employee is assigned to provide such training to others.~~

### Section 21.03

#### Notice of Vacancies

- (a) In filling vacancies in any classification covered by this Agreement, the Company will give advance notice and consideration to Employees covered by the Agreement who apply to fill such vacancies. In the event a full-time Producer, Director or Assignment Editor position becomes available in the News Department, regular Employees in the News Writer, Associate Director or News

Assistant classification, respectively, expressing interest in the open position will be given first consideration for that position. Following consideration of any regular Employee for any full-time position in any classification covered by this Agreement, daily Employees with the most service in that classification who express interest in the open position will be given first consideration for that position.

- (b) The Company shall post notice of any opportunities for employment in full-time 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.

#### Section 21.04

#### Interns

The Company shall make a reasonable effort to limit the number of Interns in the News Department. Such Interns shall be receiving college credit. ~~Such Interns may perform tasks within the scope of non-upgraded News Assistant duties.~~

Comment [MC35]: TA: July 19, 2011.

### ARTICLE XXII

#### TRAVEL

#### Section 22.01

#### Method of Transportation

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

- (a) The use of street cars or public motor buses shall not be required when equipment is to be transported and other means of transportation are available; and
- (b) Travel by common carrier out-of-town shall be by reasonable accommodation.

#### Section 22.02

#### Travel Time

When an Employee is scheduled by the Company to travel from his/her home to a field pick-up on an assignment which does not require him/her to stay away from home overnight, he/she shall be credited with the time normally required to travel from the Station to such field pick-up. If such Employee is not scheduled to return to the Station from such assignment, he/she shall be credited with a like amount of time for the return to his/her home. If the duration of an assignment at such a location exceeds one (1) day, and travel by common carrier equals or exceeds eight (8) hours in any one (1) day, he/she shall only be credited with eight (8) hours' work time for travel on such day; or if such travel outside of his/her work day is less than eight (8) hours within one (1) day, then he/she shall have credited the hours he/she actually works on such day with a minimum work time credit for both travel and work of eight (8) hours for such day. In no event shall any credit be allowed for time spent in traveling between midnight and 8:00 a.m. where reasonable sleeping accommodations are provided.

#### Section 22.03

#### Automobiles

~~Engineers Bargaining unit employees who consent to use their automobiles when the Company requests shall be reimbursed in accordance with company policy.~~

~~Employees 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 Employee'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 Employee shall be reimbursed for any "deductible" expense incurred by the Employee as a result of the use of his/her vehicle while on Company business.~~

Comment [MC36]: TA: 1/11/2012.

Section 22.04Travel ExpenseAll Travel Expenses will be handled in accordance with Company Policy.

- (a) ~~The Company shall reimburse an Employee for all reasonable and necessary travel expenses when travel out-of-town is required or authorized by the Company.~~
- (i) ~~If an Employee is required to remain out-of-town overnight, then he/she shall receive as his/her reasonable and necessary expenses for meals, living expenses, other than accommodations, taxi cab fares and telephone calls a subsistence allowance of Forty-five Dollars (\$45.00) per day. In the event that the Company provides one or more meals, the subsistence allowance shall be reduced by the appropriate amount as specified in 22.04(a)(ii) below.~~
- (ii) ~~If an Employee is assigned to a location more than fifty (50) miles from the main studios of KTTV/KCOP, but is not required to remain out-of-town over night, he/she shall receive the following payment for each meal he/she is required to eat while on such assignment, which is not provided for him/her by the Company:~~
- |                      |                    |
|----------------------|--------------------|
| <del>Breakfast</del> | <del>\$ 8.00</del> |
| <del>Lunch</del>     | <del>\$11.00</del> |
| <del>Dinner</del>    | <del>\$16.00</del> |
- (iii) ~~In the event the Company does not elect to enter meals on remote assignments where restaurant facilities are not readily available, Employees 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 enter such meals, the per diem allowance shall be reduced Three Dollars (\$3.00) for each meal entered, except breakfast, for which the per diem allowance shall be reduced One Dollar and Fifty Cents (\$1.50).~~
- (iv) ~~The Company will provide single accommodations, if available, for Employees spending a night out-of-town.~~

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

- ~~(i) Reasonable living accommodations, insofar as available, when an Employee is required to spend the night away from home;~~
- ~~(ii) Transportation between the out-of-town job location and the living accommodations;~~
- ~~(iii) A Station-to-Station telephone call of not more than three (3) minutes upon arrival, and for each day that the Employee is out of town, an additional Station-to-Station call home of not more than three (3) minutes; and~~
- ~~(iv) Station-to-Station telephone call of not more than three (3) minutes, in the event of a change in the scheduled date, time or method of returning to Los Angeles.~~

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

Comment [MC37]: TA: 1/12/2012.

#### Section 22.05

#### Employee Outside Area

If an Employee is sent outside the normal work area to perform services for the Station, then he/she shall be entitled to the benefits of the Agreement while outside of the normal work area.

Notwithstanding the foregoing and any other provisions of this Agreement to the contrary, in the event the Company elects to send an Employee to work overseas, the Employee shall be paid a minimum daily rate equivalent to eight (8) hours of his/her regular straight time rate and four (4) hours of time and one-half (1-1/2x). No other penalties or premiums shall be paid. The Employee shall also receive his/her travel per diem as set forth in Section 22.04(a)(i). "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. Employees 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 Employee performs any work on such day.

### ARTICLE XXIII MANAGEMENT RIGHTS

#### Section 23.01

#### Management Rights

In addition to its other rights, the operation of the Station, the assignment of work to be performed, the determination of the number of Employees necessary to operate the Station 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 XXIV SAFETY / LABOR COMMITTEE

##### Section 24.01

##### Safety

The Company will comply with applicable State laws on safety, specifically including equipment such as video display terminals.

##### Section 24.02

##### Labor / Safety Committee

An active and authoritative Labor/Safety Committee consisting of ~~at least one (1)~~ two (2) members of the Union bargaining unit (with additional members on an agreed upon basis) ~~and one (1) member of Management and an equal number of management personnel~~ shall be established, and shall meet quarterly to discuss labor and safety ~~problems issues~~. The designated Union Committee Member(s) shall not suffer any loss of wages with respect to any meeting involving labor and safety matters. ~~The parties will mutually schedule meetings with the Labor/Safety Committee as needed but not less than quarterly during the term of the Collective Bargaining Agreement.~~ Such meetings will be coordinated with the NABET Engineering Unit.

Comment [MC38]: TA: July 19, 2011.

Comment [MC39]: TA Union Proposal on June 3, 2011.

#### ARTICLE XXV FORMAL PROVISIONS

##### Section 25.01

##### Term of Agreement and Termination

- (a) This Agreement shall be effective as of ~~July 1, 2008~~ [date of notice of ratification], and shall continue in full force and effect to and including midnight, ~~June 30, 2011, June 30, 2015,~~ [date three years from notice of ratification] subject to the right of the Union to terminate the Agreement upon sixty (60) days prior notice if, during the term of the Agreement or any extension thereof, the Company's "Pension Plan for Union Employees" should be terminated with respect to coverage of the Employees.
- (b) This Agreement shall continue in effect from year to year after ~~June 30, 2011~~ June 30, 2015, [date of notice of ratification], unless either party gives to the other party at least sixty (60) days prior written notice effective as of midnight, ~~June 30, 2011~~ June 30, 2015, [date three years from notice of ratification] or midnight of any June 30th, thereafter, of its intention to modify or terminate this Agreement.

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Section 25.02Successors and Assigns

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

Section 25.03Separability

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 25.04Notices

Any notice that is required to be given or may appropriately be given by either party hereunder, shall be in writing and shall be given by prepaid certified mail or by prepaid telegram or teletype. All notices to the Company shall be addressed to "Fox Television Stations, Inc., ~~2121 Avenue of the Stars, Suite 2238, Los Angeles, California 90067;~~ 1211 Avenue of the Americas, New York, New York, 10036, Attention: Kevin Casey, Vice President Labor Relations, Fox Television Stations, LLC." 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 W. Burbank Blvd., Burbank, California 91506." Notice hereunder shall be deemed given at the time of dispatch. Either party may change its address for notices by notice to the party in accordance with the foregoing.

Comment [MC40]: TA: 1/12/2012.

Section 25.05 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 the use of past practices prior to the date of the Agreement, 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 meanings thereof;
- (b) past practices may not be used to introduce a new term or condition into this Agreement; and

June 30, 2016

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- (c) past practices may not be used to oppose a change in the method of the Station's operation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, ~~2009~~ date of ratification.

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

FOX TELEVISION STATIONS, INC.

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John Clark      Charles Braico  
Sector President, NABET-CWA

Kevin Casey  
Vice President, Labor Relations  
Fox Television Stations, Inc.

Michael D. Peterson Steve Ross  
President, NABET-CWA Local 53

Marla K. Fain  
Bargaining Committee, NABET-CWA Local 53

Patrick M. Anson  
Bargaining Committee, NABET-CWA Local 53

Eliezer J. Seelbach  
Bargaining Committee, NABET-CWA Local 53

Comment [MC41]: Update as appropriate.

## News Seniority List

The parties have agreed that a revised and updated seniority list shall be mutually agreed to by KTTV/KCOP and NABET-CWA, Local 53 and included below.

Employee Name	B/U Seniority	KCOP Staff Date
<b>Directors</b>		
Perez, Kathryn P.	1/22/1999	-
West, David R.	6/14/1993	-
Bernardy, Frances A.	10/14/1996	-
Williams, Stephen C.	1/3/2000	-
Clarke, Jeffrey H.	4/7/2003	1/9/1989
Machia, Adam J.	1/16/2006	-
Holloway, Don Dave	NEED DATE	-
AD	-	-
Humburger, Ian F.	2/4/1998	-
Stratford, William	1/18/2008	-
<b>Edit Coordinator</b>		
Incheiwat, Michelle A.	1/8/2006	-
<b>CGO</b>		
Anastasia, Irene	7/17/1999	-
Lynch, Maria C.	4/7/2003	8/30/1995
Williams, Johnny R.	10/25/2003	-
Leving, Cheryl	8/1/2007	-
<b>Producer</b>		
Cohen, Rodney M.	3/7/1987	-
Babin, Joseph F.	7/9/1990	-
Leighton, Daniel	10/1/1994	-
Cipolla, William	6/9/1994	-
Farlau, Robert S.	1/29/1995	-
Lindsay, Greg D.	7/19/1999	-
Sedillo, Eloy	10/2/2000	-
Schultz, Jeffrey E.	7/28/2002	-
Shafel, Gerri A.	4/7/2003	7/15/1996
Brummond, Kevin J.	4/7/2003	1/1/1999
Jahnke, Steven A.	4/7/2003	8/1/1999
Fleming, David A.	4/7/2003	10/9/2002
Lawler, William B.	4/7/2003	12/9/2002
Amato, John D.	6/13/2004	-
Pulfrey, Michelle L.	10/15/2006	-
Fracassa, Carol	12/15/2007	-

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June 30, 2016

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Writer	-	-
Cherian, Meera E	4/30/1992	-
Nakama, Suzanne	6/16/1994	-
Mariano, Ismael	6/21/1999	-
Yudman, Alan P.	1/17/2002	-
Curry, Stemy L.	4/7/2003	2/25/2002
Kang, Katherine	4/7/2003	8/12/2002
Simerson, John G.	7/24/2006	-
-	-	-
-	-	-
AE	-	-
Johnson, Drake C	8/1/1987	-
Lewry, Susan H	2/19/1990	-
Fain, Marla Kim	11/1/1992	-
Villaseca, Ruben M.	6/10/1993	-
Ceresghine, Warren W.	12/26/2004	6/15/1996
-	-	-
News Assistant	-	-
Figueroa, David	2/1/1998	-
Fetherolf, Lerrilyn	11/6/1998	-
Harrell, Timothy	4/7/2003	2/3/1996
Smiljkovich, Anthony	4/7/2003	10/14/2002
Gutierrez, Andrew	4/16/2007	-

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Comment [KC43]: Update seniority list

Sideletter – (NEW)

#### NABET-CWA Sony ELC Operation

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

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

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



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

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

In the instance of breaking news or an unscheduled event where the Company is unable to have two (2) person operating crew, the Company may assign one (1) Technical Director or Director as a single operator of the ELC. The Company will make every effort to meet the required staffing levels described in paragraph ~~two (2)~~ three (3) above. The Technical Director or Director acting as a single operator shall be paid time and one half (1.5) for the duration of the single operation, or not less than one (1) hour, whichever is higher.

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

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

NATIONAL ASSOCIATION OF \_\_\_\_\_ FOX TELEVISION STATIONS, LLC.  
BROADCAST EMPLOYEES AND  
TECHNICIANS-COMMUNICATIONS  
WORKERS OF AMERICA, AFL-CIO \_\_\_\_\_

By: \_\_\_\_\_

Steve Ross

President, NABET-CWA, Local 53

By: \_\_\_\_\_

Kevin Casey

Vice President, Labor Relations

Date: \_\_\_\_\_

7-14-16

Date: \_\_\_\_\_

7/13/16