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BULLETIN #12

FOX LV HUB  
Las Vegas, Nevada  
Wednesday, November 16, 2016  
5:00 P.M. (PDT)

Bargaining Update – November 16, 2016

Your Bargaining Committee met with Company representatives on November 10 & 11 in the ongoing struggle to obtain a first contract that provides you with the pay and benefits that you deserve.

At the opening of the first bargaining session, your Bargaining Committee accepted a Company proposal that had been on the table since July 2014. The proposal defined seniority, seniority termination and vacation benefits in accordance with FOX Facts (see attached). The Bargaining Committee also made the first economic proposal of these negotiations. The proposal included premium pay for time worked beyond 12 hours in a day, call back/call-in premium, overnight shift premium and missed meal penalty. The proposal also included an overtime definition that was consistent with the agreement the parties had already reached regarding overtime. The Company representatives made no objections and caucused to review the proposal. Near the end of the bargaining session, the Company’s representatives indicated that they were still reviewing the Union’s proposal and they would not be able to respond until the following morning.

On the second day of meetings, the Company representatives responded to the Union’s economic proposal by making the ridiculous claim that the Union was introducing “new” proposals and making proposals on issues that had already been agreed to by the parties. The Company also stated that they could not respond to the Union’s economic proposal without first getting a wage proposal from the Union. Apparently, the Company needed the entire previous day to make that determination. The Company then introduced a proposal covering Seniority and Vacation that totally contradicted their July 2014 proposal that the Union accepted the previous day. The Company tried to claim that their July 2014 proposal had not been discussed for nearly three years and that it was somehow now invalid. Your Bargaining Committee reminded the Company representatives that at the last bargaining session in August 2016, the parties had painstakingly reviewed and agreed on all of the tentative agreements and open proposals to date, including the Company’s July 2014 Seniority/Vacation proposal. Near the end of the meeting your Bargaining Committee asked the Company representatives if any of their other open proposals were still on the table or whether they intended to modify them after the Union accepted them – they responded by saying, “We will get back to you”. Apparently the Company has no clue about their own proposals.

The Company’s tactics are clearly unlawful and the Union will once again be forced to file charges with the National Labor Relations Board. Unfortunately, this will only further delay the bargaining process, which seems to be the Company’s intent. What is just as troubling as the Company’s willingness to violate the law is the Company’s total lack of integrity, professional ethics and morality at the bargaining table. They will do or say anything to prevent you from having a voice in the workplace.

NABET-CWA/FOX LV HUB Negotiating Committee

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FOR MORE INFORMATION, VISIT NABET-CWA LOCAL 53’S WEBSITE AT:  
<http://www.nabet53.org>

**Proposals by Fox Television Stations, Inc. on behalf of the  
Las Vegas Master Control Hub**

**2014 Las Vegas Hub-NABET-CWA Negotiations**

**July 9, 2014**

**LENGTH OF SERVICE  
SECTION**

- A. "Seniority", "length of service" or a term of similar import shall mean continuous **staff** employment with the Company.
- B. Vacation entitlement for Employees shall be determined by length of service in accordance with paragraph A above and with the schedule for vacation allotment set forth in Fox Facts and in accordance with the vacation provisions set forth in Fox Facts.
- C. Such vacation benefits shall be provided to Employees on the same terms and conditions generally applicable to non-represented employees of Fox Television Stations, Inc. The Company retains the unilateral right to modify, alter, amend, substitute, or terminate such vacation plans and Employees covered by this Agreement will be offered any new or improved, modified, altered, amended, or substituted benefits or policies made available to non-represented employees. If the Company makes any such changes, such changes will not be subject to negotiation nor to the grievance and arbitration procedures under this Agreement.
- D. **Seniority shall be terminated upon separation of employment for any reason.**

*July 9, 2014*