

AGREEMENT

by and between

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

and

FOX TELEVISION STATIONS, INC.

for

**FOX DIGITAL
(ENGINEERING)**

July 1, 2009 - June 30, 2011

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**ENGINEERING AGREEMENT BETWEEN
FOX DIGITAL AND NABET-CWA LOCAL 53**

Agreement, dated as of July 1, 2009, 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. with main offices at 1999 South Bundy Drive, Los Angeles, California, 90025 (“Company”) which owns and operates Fox Digital, currently at 10201 West Pico Boulevard, Los Angeles, California, 90035 (“Fox Digital”).

BASIC PRINCIPLES

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

ARTICLE I

SCOPE OF UNIT AND RECOGNITION

Section 1.01

Employees Covered

- (a) This Agreement shall apply to all persons employed by the Company for Fox Digital to perform the services set forth in Trade Jurisdiction (Section 6.02) within the area (Section 6.01), except fifteen (15) named Engineering Management personnel at Fox Digital (a list of whom shall be provided to the Union by Fox Digital and which list may be changed by Management - with notice to the Union, from time to time) who may perform such services:
- (i) for the purposes of training Engineers, provided that no equipment may be used for training purposes which at the time of use for such training is being used for live or recorded broadcast purposes or is on standby for broadcast purposes;
 - (ii) for the purpose of evaluation and testing of equipment; and
 - (iii) in the event of a national emergency; and
 - (iv) in the event of a broadcast emergency, which is defined as any event which may, in the judgment of the Engineering Manager, result in an on-air discrepancy, and during which such services may be performed at any time, including live on-air. An Engineering Manager may only perform such services within five (5) minutes of an anticipated emergency and during the duration and immediate aftermath of the emergency.

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

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

(i) Probationary Engineers

Probationary Engineers are Engineers hired as such who have been employed as Probationary Engineers for less than six (6) months. The Company may waive or shorten the probationary period, including such periods for Engineers previously hired by the Company as Daily Engineers.

(ii) Daily Engineers

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

(iii) Regular Engineers

All other Engineers are Regular Engineers.

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

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

Section 1.02

Recognition

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

ARTICLE II

UNION SECURITY

Section 2.01

Union Shop

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

Section 2.02

Non-Discrimination

The Company will not discriminate against any Engineer for anything said, written or done in furtherance of the policies and aims of the Union, which acts of the Engineers are in accordance with the provisions of the Labor Management Relations Act of 1947, as amended.

The Company and the Union recognize their obligation that the provisions of this Agreement be applied in accordance with those federal and state laws, regulations and orders relating to race, color, religious creed, sex, sexual orientation, marital status, age, national origin, veteran status, disability, ancestry, pregnancy, and medical condition. Allegations of violations of this paragraph shall be grievable but not arbitrable.

Section 2.03

Inspection

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

Section 2.04

Check-off

- (a) Upon receipt of a signed authorization of the Engineer involved in the form set forth in (d), the Company shall deduct from the Engineer's paycheck the Union initiation fee, the amount of which shall not be unreasonable, and the dues payable by him/her to the Union during the period provided for in said authorization.

- (b) Deductions shall be made on account of initiation fees from the pay of the Engineer after receipt of the authorization, using the same time considerations outlined in (c) below. Deductions shall be made on account of Union dues from the first paycheck of the Engineer after receipt of the authorization and weekly thereafter. Deductions of Union dues shall not be made from severance pay.
- (c) Deductions for initiation fees and dues shall be calculated by Fox Digital no later than the twentieth (20th) day of the month following the deductions, shall include all deductions made in the previous month, and shall be submitted to the Union thereafter. The Company shall furnish the Union monthly with a record, by name, of those for whom deductions have been made and the total amount of each deduction.
- (d) The parties agree that the check-off authorizations shall be in the following form:

“Name _____ Dept. _____
(Please Print)

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

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

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

Signature _____ Date _____”

ARTICLE III

MANAGEMENT RIGHTS

Section 3.01

Management Rights

In addition to its other rights, the operation of the Company, the assignment of work to be performed, the determination of the number of Engineers necessary to operate the Company and the planning and control of operations, are rights which are vested solely in the Company; provided, however, no management right shall be exercised in derogation of the express terms and provisions of this Agreement.

ARTICLE IV

NO STRIKE-NO LOCKOUT

Section 4.01

No Strike-No Lockout

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

Section 4.02

No Strike-No Lockout

The Company will not assign, transfer or require Engineers to go to any radio or television station, transmitter, studio or property to perform the duties of employees who are on strike or to originate a program or programs especially for such station, nor shall the Company take any disciplinary action against an Engineer for his/her refusal to cross a picket line which has been established by Fox Digital's employees at Fox Digital's premises as a result of any authorized strike by members of the AFL-CIO; nor shall the Union take disciplinary action against an Engineer who chooses to cross a picket line which has been established by Fox Digital's employees at Fox Digital's premises as a result of any authorized strike by members of the AFL-CIO, other than a picket line established by Engineers covered by this Agreement.

ARTICLE V

SETTLEMENT OF DISPUTES

Section 5.01

Grievance and Arbitration

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

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

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

Step 3 - In the event that the Grievance Committees do not meet within five (5) days as specified in Step Number Two, or such Committees do not settle the grievance within ten (10) days after the initial meeting, then either party may demand arbitration of the grievance unless either or both of the above time periods have been extended by mutual agreement. The demand for arbitration shall be in writing and state the Section of the Agreement alleged to have been violated. The parties will attempt to mutually agree on an arbitrator; if they are unable to mutually agree, then American Arbitration Association procedures for selecting an arbitrator will be used. The arbitration shall be conducted in Los Angeles, California, by a single arbitrator pursuant to the then-obtaining Voluntary Labor Arbitration Rules of the American Arbitration Association, with each party bearing half the costs and expenses of the arbitrator. The arbitrator shall not have any authority, power or right to alter, amend, change, modify, add to or subtract from any of the terms and provisions of this Agreement, nor to award any monetary damages for a period prior to ninety (90) days from the institution of Step Number One of the grievance procedure.

Step 4 - Any grievance not resolved within eighteen (18) months of filing shall either be slated for arbitration as soon as possible after the eighteen (18) month anniversary or be considered withdrawn.

Section 5.02

Compliance

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

Section 5.03

Grievance Committee Members

There shall be one Grievance Committee for Fox Digital. Engineers, not exceeding three (3), on the Grievance Committee will not suffer any loss of wages by reason of attending grievance meetings between the parties.

ARTICLE VI

JURISDICTION

Section 6.01

Area Jurisdiction

The Fox Digital area jurisdiction (“Area”) for the Engineers for the work set forth in Section 6.02 shall be as follows:

- (a) outside the Pico Lot but within the State of California, and in the Fox Network Center Building on the Pico Lot, all work historically performed by Engineers at the Fox Television Center, except:
 - (i) for the area within a radius of fifty (50) miles from any other Company owned and operated station;
 - (ii) Fox Digital may broadcast programs or any other material controlled by other than Fox Digital and which is not exclusively used by Fox Digital and shall not be required to assign Engineers to the pick-up of such programs or material. Additionally, Fox Digital shall not be obligated to use its Engineers on programs exclusively used by Fox Digital where it has entered into a license agreement with an independent third party when such independent third party retains the underlying copyright. Further, Fox Digital shall not be obligated to use its Engineers on programs exclusively used by Fox Digital for which Fox Digital purchases the underlying copyright from an independent third party. Such programs shall not be subcontracted by Fox Digital to an independent third party for the purpose of evading contractual obligations with the Union. Upon request from the Union, Fox Digital will provide to the Union a copy of any license, copyright or production agreement with an independent third party. Fox Digital will not lease or otherwise provide any of its technical equipment for such programs, unless sufficient numbers of Engineers are assigned to operate such equipment. This Subsection shall not apply to programs or material produced on Fox Digital’s premises. (This paragraph shall not diminish the rights of the Company under Section 6.04 hereof.);
 - (iii) for an inter-city microwave relay network consisting of two (2) or more stations including Fox Digital. (In such event, the Area for the purpose of maintaining and operating such microwave equipment shall be seventy-five (75) air miles from the main studio of Fox Digital.);

- (iv) for telephone company microwave relay equipment, wherever located. Additionally, within a seventy-five (75) mile radius from Fox Digital, Fox Digital may utilize leased equipment such as satellite trucks. Operation of such equipment within the seventy-five (75) mile radius shall be within the trade jurisdiction of this Agreement, except if such equipment is leased from any other company licensed as a common carrier and the equipment is utilized in accordance with past practice regarding telephone company equipment within such seventy-five (75) miles. Such past practice includes Dodger games, Rose Parade, election coverage, etc., is understood to exclude routine everyday coverage of news, but includes unusual news circumstances (e.g., the O.J. Simpson verdict) where all of Fox Digital's equipment is in use. It is understood that common carriers include, but may not be limited to, satellite, microwave, telephone line and fiberoptic methods of transmission;
 - (v) where Fox Digital cannot obtain access to the point of pick-up, it may broadcast any program or program material without assigning an Engineer to the pick-up. Fox Digital will notify the Union of its intended utilization of this Item (v) prior to the broadcast and will make available to the Union a copy of a contract, or in the absence of such, appropriate information and documentation supporting its claim to "no access".
- (b) On the Pico Lot, including in the New Executive Building, such work as is under the control of Fox Digital and is of a type which historically has been performed by Engineers (e.g., off-line post-production for Fox Broadcasting Company promos).

Section 6.02

Trade Jurisdiction

The trade jurisdiction of this Agreement shall include the work of Engineers within the area engaged in:

- (a) The installation, operation, removal, maintenance and repair of:
 - (i) technical and engineering operational equipment for broadcasting and rehearsal for broadcasting; and technical and engineering operational equipment normally operated by Engineers for broadcast purposes, when such equipment is being used for the production of promotional material, pilots, auditions, cable TV, closed-circuit presentations, and satellite operations;
 - (ii) videotape equipment including modifying the same. The cutting and splicing of videotape shall be done by Engineers on the videotape equipment used for recording and playback by Fox Digital. Only Engineers will record, re-record, dub, electronically cue, electronically edit or erase on such equipment.

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

- (iii) electronic timing (other than digital clocks), sequencing and storage equipment used in television broadcasting or rebroadcasting, recording or re-recording, except that others, as well as Engineers, may perform such non-engineering work as may be required in connection with the preparation and storage of information on memory units, including punch tape, punch cards, electrical storage and sequencing devices, computer-type equipment, and magnetic storage equipment provided:
 - 1. such information is inserted into equipment which is at that time located other than in operating areas; and
 - 2. at the time such equipment is being used in connection with a program which is then on-the-air or being videotaped, any physical insertion or removal of the memory devices into the equipment or manual operation of the equipment will be performed by Engineers;
 - (iv) projection equipment used for broadcasting or rehearsal for broadcasting, and projection equipment normally operated by Engineers for broadcast purposes, when such equipment is being used for the production of pilots, auditions, cable TV, closed-circuit presentations, satellite operations, seminars, rehearsals, video cassettes, video discs and teleconferences;
 - (v) any apparatus by means of which electricity and/or light is applied in the transmission or transference, production, or reproduction of voice, sound and/or visual images, including the combination electronic motion picture or "slave" camera.
 - (vi) New equipment installed by subcontractors under Section 6.06 shall be connected to the system of other engineering-operated equipment by Engineers, unless the Company requests and the Union grants a waiver because of the complexity, specialization or magnitude of the connection or because the Company is unable to hire bargaining unit personnel after requesting the Union refer qualified applicants. Such waiver requests shall not unreasonably be denied.
- (b) The performance of film make-up work.

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

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

Notwithstanding anything which may be contained in this Section 6.02, the installation, operation, removal, maintenance and repair of computer-type equipment and interface equipment located other than in Master Control may be performed by a manufacturer, its representative, or a qualified specialist, as well as by Engineers.

(c) Exceptions to Jurisdiction

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

- (i) The operation, other than in areas of Fox Digital where such equipment is normally operated by Engineers, of portable audio recorder and portable audio transmitters, receivers and playback equipment.
- (ii) The operation of videotape or other electronic medium recording equipment, in other than areas of Fox Digital where such equipment is normally operated by Engineers, for any purpose other than the recording of program material, which material is to be broadcast by any station or recording of other material on the premises of Fox Digital with SMPTE Code for purposes of editing of program material, which program material is to be broadcast by any station.
- (iii) The operation of videotape or other electronic medium playback equipment, other than in areas of Fox Digital where such equipment is normally operated by Engineers, for any purpose other than live or delayed broadcast to air by Fox Digital, or the playback of other material on the premises of Fox Digital, when such other material is actually being used for electronic editing of program material, which program material is to be broadcast by any station.
- (iv) The recording and dubbing of audio news material of any nature originating outside Fox Digital's studios other than in areas of Fox Digital where such recording and dubbing equipment is normally operated by Engineers.
- (v) The operation of emergency video and/or audio cut-off switches in connection with programs.

- (vi) The operation of push-to-talk switches for microphones.
- (vii) The operation of projection equipment located other than in areas of Fox Digital where such equipment is normally operated by Engineers, for film, slides or any other material, other than for direct or delayed projection to air.
- (viii) The moving, transportation and storage of technical equipment of every kind and nature and the removal of technical equipment of every kind and nature which is no longer being used by Fox Digital for broadcast purposes (however, an Engineer shall be assigned to the removal of such technical equipment from Engineering operational areas of Fox Digital).
- (ix) The performance of duties of a chauffeur/mechanic for Engineering Department vehicles shall be in accordance with past practices.
- (x) The performance of such duties as may be required in connection with preparation and storage of information on memory units, including punch tape, punch cards, electrical storage and sequencing devices, computer-type equipment and magnetic storage equipment, such as character generators and graphic generators, storage of information on tape and recording and switching in connection with graphics at any time and in any location. In designated Graphics areas of Fox Digital Graphics work stations may have routing control for video and key inputs and outputs, fixed camera for graphics only, character generator, video manipulation equipment, such as but not limited to switchers and DVE's, recording/playback equipment in any current or future format and any other equipment which may be required in the production of graphics. Graphic Artists may operate any and all equipment in graphic areas for composition and review with no limitations, except that when the Graphics composition process is of sufficient complexity that it requires the assignment of one (1) or more additional employees, the additional employees shall be Engineers. Graphics produced under this Subsection (x) shall not be switched directly to air by other than employees covered by this Agreement.

(See Sideletter II re: Electronic Graphics)

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

- (xi) The operation of rented or leased teleprompters and other specialized stage equipment (e.g., barber boom, steadicam), excluding cameras, provided that the rental or lease agreement requires operation by the renter's or lessor's employee. Fox Digital agrees that it will not rent or lease equipment for the sole purpose of evading its obligations under this Agreement. Upon request, the Company will provide to the Union a copy of the applicable rent or lease agreements.
- (xii) Drafting, other than managing the official documentation of the broadcast systems

within the trade jurisdiction.

- (xiii) The recording and playback of auditions, rehearsals and other non-air related activities in rehearsal halls. Such recording and playback must be on non-broadcast quality equipment and not be used for broadcast purposes.

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

- (d) It is understood that nothing in this Agreement shall prevent Fox Digital from broadcasting for promotional purposes material originally recorded on portable electronic equipment by persons other than Engineers. In no event may such material be recorded on the property of the Company.

Section 6.03

New Equipment

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

Section 6.04

Leasing

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

Section 6.05

Transfer of Operations

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

Section 6.06

Subcontracting

The Company may subcontract work covered by the Agreement for purposes of designing and installing new equipment. When practicable, the Company shall meet and discuss with the Union prior to any subcontracting work.

ARTICLE VII

OPERATIONAL REQUIREMENTS

Section 7.01

Company's Operations

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

(a) Engineers in Charge/Technical Directors

(i) Definition

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

(ii) Electronic Field Production (EFP)

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

(b) Lighting

(i) Engineers employed primarily to perform lighting services shall be classified as Group C Engineers; shall be paid the appropriate Group C wage; and may be assigned to perform other duties, which shall be limited to assisting Group D Engineers in studios and on remotes.

(ii) If fixed lighting is used, which shall be considered the turning on and/or off of lighting by use of a switch or a single master fader without manipulation, a Group C, D or higher Engineer may be assigned to turn such lighting on and/or off. The continued presence of Engineers shall not be required with fixed lighting.

When lighting requirements are such that more than fixed lighting, as defined above, is required, whether it be at the studio or in the field, a Group C Lighting Engineer or higher Lighting Engineer shall be assigned to perform such lighting duties, and the continuous presence of such Engineer shall be required.

- (iii) No less than two (2) Group C Lighting Engineers shall be assigned whenever rigging from parallels or pipes is required.
- (iv) When a Group C Engineer is assigned to work in studio(s) or remote alone, he/she shall be designated as a Lighting Director-1 (LD-1) for such day, and if two (2), three (3), or four (4) Group C Lighting Engineers are assigned to work in studio(s) or remote, then only one (1) of such Group C Lighting Engineers shall be designated as a Lighting Director-2 (LD-2) for such day.
- (v) When a Group C Engineer is assigned to plot or plan a lighting design and/or is assigned to supervise a crew of four (4) or more additional Group C Engineers, then that Engineer shall be paid at the Lighting Director-3 (LD-3) rate for each day of that assignment.
- (vi) When the Company designates a Group C Lighting Engineer to supervise a crew of two (2), three (3) or four (4) or more Group C Lighting Engineers including himself/herself, under the overall supervision of a Lighting Director (LD-2 or LD-3), but no focusing of lights takes place, a Group C Lighting Engineer of the Gaffer or higher category shall be assigned.

(c) Electronic Field Production (EFP)

Notwithstanding anything which may be contained in this Agreement to the contrary, any and all duties under this Agreement, including lighting as set forth below, may be performed by one (1) Engineer assigned by Fox Digital to an EFP assignment using one (1) electronic camera and associated equipment, which camera has the capability of being hand held. Said Engineer shall be paid at not less than the Group B rate of pay. Additional Engineers, if any, that Fox Digital may elect to assign to such EFP assignment, shall also perform any and all duties under this Agreement, including lighting as set forth below. The second such Engineer assigned may be a Group C or D Engineer, and shall receive the upgrade differential to the Lighting Director-1 (LD-1) rate. Any additional Engineers assigned may be Group C, D, or E Engineers. Lighting on EFP assignments covered by this Subsection 7.01(c) shall be limited to four (4) lights of any type, with no limitation on the use of reflectors, and shall not include the use of the existing stage lighting, if any. One (1) Engineer may be assigned to duties interchangeably if cabling to a camera from a microwave van is less than twenty (20) feet. Under such conditions, operating errors shall not be charged against the Engineer's record unless it can be clearly demonstrated that the Engineer was at fault. EFP assignments under this Subsection may also occur in or on Fox Digital's premises.

- (d) Under appropriate circumstances, an Engineer may be assigned responsibility for the

operation of more than one (1) studio camera at any one time. Under such conditions, operating errors shall not be charged against the Engineer's record unless it can be clearly demonstrated that the Engineer was at fault.

ARTICLE VIII

WORKING TIME

Section 8.01

Week and Work Week and Work Day

- (a) The week for Engineers is defined as the period of time between 12:01 A.M. Monday and 12:00 Midnight Sunday.
- (b) The work week for Engineers shall consist of either five (5) days or four (4) days in each week, at the discretion of the Company.
- (c) A work day for Engineers assigned to a five (5) day work week shall consist of eight (8) consecutive elapsed hours in any one (1) day, consisting of seven (7) hours of work and a one (1) hour compensated meal period, during which the Engineer will be completely relieved from duty. A work day for Engineers assigned to the four (4) day work week shall consist of nine and one-half (9-1/2) elapsed hours in any one (1) day, consisting of eight and one-half (8-1/2) hours of work and a one (1) hour compensated meal period, during which the Engineer will be completely relieved from duty.
- (d) By mutual agreement of the Company and the Engineer involved, an Engineer whose services are not required on an assigned work day need not report to work but instead shall be available for call by the Company until 11:30 A.M. of such day. If not called to work, such Engineer shall be paid one-half (1/2) of his/her base salary for that day and shall receive either eight (8) or nine and one-half (9-1/2) hours' credit for such day for purposes of computation of the work week, depending on whether he, during that week, was assigned to a five (5) day or four (4) day work week. If such an Engineer is notified not later than 11:30 A.M. on an "on-call" day to report to work on that day and accepts such call, he/she shall be paid time and one-half (1-1/2) for the first twelve (12) hours of work on such day and double time thereafter, and the one-half (1/2) time "on-call" payment shall be credited against such pay.
- (e) An Engineer who reports to work after his/her scheduled start time, and/or returns to work late from his/her scheduled meal period(s), and/or leaves work prior to his/her scheduled quitting time, may have his/her pay reduced commensurately. Pay reduction may occur if a pattern of late reporting/early departure develops involving less than fifteen (15) minutes each or for single incidents of fifteen (15) minutes or more. An Engineer's pay will be reduced at the appropriate rate. Prior to a reduction in pay, the Company will consider the Engineer's explanation and/or whether or not the Engineer provided notice to the Company.
- (f) Engineers shall enter their actual in, out and meal times on their time cards. Only the Engineer may change his/her original entries on his/her time card. If the entries that an

Engineer makes on his/her time card are incorrect, and the Engineer's pay for that week is reduced as a result, the Company will attempt to personally contact the Engineer to discuss the discrepancy prior to the Engineer receiving the pay check. Additionally, the Engineer's affected pay check will be accompanied by written notification of the reduction and the reason therefor. If an Engineer disagrees that his/her pay should have been reduced, then the Engineer and/or the Union may request a meeting to discuss the matter.

Section 8.02

Days Off

- (a) Each Engineer assigned to a five (5) day work week will be scheduled to receive two (2) consecutive days off in each week, which shall be scheduled to be during a week or to be the Sunday of one (1) week and the Monday of the next week. Each Engineer assigned to a four (4) day work week will be scheduled to receive three (3) consecutive days off in each week, which shall be scheduled to be during a week or to be the Saturday and/or Sunday of one (1) week and the Monday of the next week or the Sunday of one (1) week and the Monday and/or Tuesday of the next week, except that by mutual agreement of the Company and the Engineer involved there will be two (2) consecutive days off and one (1) separated day off, in which case the two (2) consecutive days off will be during a week or the Sunday of one (1) week and the Monday of the next week.
- (b) An Engineer whose regularly assigned day(s) off occurs while said Engineer is out of town on assignment performing duties covered by this Agreement for the Company shall receive a fee equal to one (1) day's straight time pay for each such day off provided that:
 - (i) No penalties or premiums shall be applicable as a result of the payment of said fee; and
 - (ii) No traveling on assignment is required and no work is performed on such day(s) off.
- (c) Nothing in this Section shall be deemed to prevent an Engineer from working on his/her scheduled day(s) off on an overtime basis.

Section 8.03

Scheduling and Schedule Changes

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

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

Section 8.04

Turnaround

- (a) An Engineer shall not be assigned to work on a work day until twelve (12) hours have elapsed since the termination of his/her previous assignment, except if he/she receives premium pay of Ten Dollars (\$10.00) for each hour or fraction thereof by which such rest period is reduced, to be paid in one-quarter (1/4) hour increments.

- (b) An Engineer shall receive thirty-six (36) consecutive hours' rest for one (1) day off and sixty (60) consecutive hours' rest for two (2) consecutive days off. Engineers assigned to a four (4) day work week and scheduled for three (3) consecutive days off shall receive eighty-four (84) consecutive hours' rest for three (3) consecutive days off. Engineers shall receive premium pay of Ten Dollars (\$10.00) per hour for all time between the beginning of an assignment within the said thirty-six (36), sixty (60) or eighty-four (84) hour rest period and the termination of such period. The provisions of this sub-paragraph (b) shall be applicable to vacation periods of not more than one (1) week's duration.
- (c) If a Daily Employee requests to change his/her shift, and such change would result in turnaround premiums, said Engineer shall waive turnaround premiums if such request is approved by management.

Section 8.05

Meal Periods

- (a) All meal periods shall be compensated and will be one (1) hour in length, except that meal periods at the end of a shift ("walkaway meals") will be one-half (1/2) hour in length. "Walkaway meals" may not begin prior to the end of eight (8) hours of actual work and shall be compensated. The meal period shall be compensated by a fee equivalent to one (1) hour of the Engineer's applicable hourly rate in effect at the time the meal is given (one-half (1/2) hour for "walkaway meals"). Engineers shall be completely relieved from duty during meal periods.
- (b) An Engineer's first meal period shall be scheduled to begin not earlier than the end of the second hour of the Engineer's scheduled shift and not later than the end of the sixth hour of the Engineer's scheduled shift. In the event that the first meal period does not begin by the latest moment it is due, the Engineer will receive a meal penalty as follows until the meal actually begins:
 - (i) Each one-half (1/2) hour delay or fraction thereof \$13.00

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

- (c) Second and subsequent meals are due to begin not later than five (5) hours after the end of the prior meal (except on live to air productions, wherein the meals are due to begin no later than six (6) hours after the end of the prior meal). In the event that the second and/or subsequent meal period does not begin by the latest moment it is due, the Engineer will receive a meal penalty as follows until the meal actually begins:
 - (i) Each one-half (1/2) hour delay or fraction thereof \$13.00

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

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

Section 8.06

Rest Periods

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

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

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

Section 8.07

Minimum Call

In no event will an Engineer be credited with less than eight (8) hours of work on any day which he/she works, subject to the provisions of Section 8.01(e)(i) and Section 16.03(g). The minimum call on days off for an Engineer on a four (4) day work week will be eight (8) hours.

Section 8.08

Technical Phone Calls

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

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

Section 8.09

Beepers

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

Section 8.10

Continuous Tour

In the event an Engineer has less than six (6) hours rest between the end of one shift and the start of his/her next shift, he/she shall be deemed to have worked a continuous tour.

ARTICLE IX

PAY

Section 9.01

Wages

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

	07-01-2009 <u>06-30-2010</u>	07-01-2010 <u>06-30-2011</u>
<u>Group A</u>	\$49.496	\$50.486
Engineer in Charge		Technical Director
Studio		Video Editor
Field		Production Audio Mixer
TOC		TOC Engineer
Video Tape		Post Production Audio Mixer
Master Control		Construction Engineer
Audio		
Video		
Lighting		
<u>Group B-1</u>	\$47.982	\$48.942
Engineer in Charge		Technical Director
Studio		Video Editor
Field		Lighting Director-3 (LD-3)
TOC		Production Audio Mixer
Video Tape		TOC Engineer
Master Control		Post Production Audio Mixer
Audio		
Video		
<u>Group B</u>	\$46.280	\$47.206
Engineer in Charge		Technical Director
Studio		Video Editor
Field		Post Production Audio Mixer
TOC		Production Audio Mixer
Video Tape		EFP Camera
Master Control		SNG Camera
Audio		TOC Engineer
Video		News Editing
		Robotics Operator
		Lighting Director-2 (LD-2)
		Lighting Shop Assistant
<u>Lighting Director-1</u> (LD-1)	\$44.426	\$45.315
<u>Group C-1 Gaffer</u>	\$43.507	\$44.377
	07-01-2009	07-01-2010

	<u>06-30-2010</u>	<u>06-30-2011</u>
<u>Group C Lighting Engineer</u>		
0-6 months	\$21.74	\$22.17
6-12 months	\$22.44	\$22.89
1-2 years	\$24.81	\$25.31
2-3 years	\$33.17	\$33.83
3-4 years	\$34.94	\$35.64
Over 4 years	\$42.60	\$43.45

<u>Group D-1 Engineer</u>	\$44.43	\$45.32
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<u>Group D Engineer</u>		
0-6 months	\$21.74	\$22.17
6-12 months	\$22.44	\$22.89
1-2 years	\$24.81	\$25.31
2-3 years	\$33.17	\$33.83
3-4 years	\$34.94	\$35.64
Over 4 years	\$42.60	\$43.45

Studio Engineer	Microphone Boom Pusher
Field Engineer	Drafting Engineer
Crane Driver	Assistant Audio Mixer
Crane Arm Operator	Media Resource Engineer
Assistant Video Editor	Construction Engineer
News Editor	
Production Audio Mixer	

<u>Group E Engineer</u>		
Utility		
0-1 year	\$16.40	\$16.73
Over 1 year	\$19.71	\$20.10

Maintenance Engineers

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

07-01-2009 07-01-2010

	<u>06-30-2010</u>	<u>06-30-2011</u>
Group A	\$49.953	\$50.952
Group B-1	\$48.439	\$49.408
Group B	\$46.737	\$47.672
Group D-1	\$44.883	\$45.781
Group D 0-6 months	\$22.20	\$22.64
Group D 6-12 months	\$22.90	\$23.36
Group D 1-2 years	\$25.26	\$25.77
Group D 2-3 years	\$33.63	\$34.30
Group D 3-4 years	\$35.39	\$36.10
Group D Over 4 years	\$43.06	\$43.92

- (b) The Company shall have the right, in its sole discretion, to classify Engineers in Charge as either Group A, Group B-1 or Group B. The Company shall have the right, in its sole discretion, to classify Technical Directors as either Group A, Group B-1 or Group B. The Company shall also have the right in its sole discretion, except as specifically set forth otherwise in another provision of this Agreement, to classify Computerized Video Tape Editors and Computerized Audio Editors as either Group A, Group B-1 or Group B. The Company shall have the right, in its sole discretion, to classify Production Audio Mixers as either Group A, Group B-1, Group B or Group D. The Company shall have the right, in its sole discretion, to classify Film Projection Supervisors as either Group A or Group B. The Company shall have the right, in its sole discretion, to classify TOC Engineers as either Group A, Group B-1 or Group B.
- (c) A Group D-1 Engineer is a Group D Engineer who is so designated by the Company, in its sole discretion.
- (d) The Company has the right, in its sole discretion, to grant merit increases to any Engineer.
- (e) Over Scale Engineers at or less than 120% of over scale as defined in Section 9.01 will receive an annual increase at the above defined percentage. Over Scale Engineers defined in Section 9.01 will receive an increase equal to the total increase of the Group A scale Engineers rather than a percentage based increase. As an example, if the scale amount were \$10 per hour and the increase were 1%, the Over Scale individual would receive a \$0.10 increase instead of 1% of his/her rate.

Section 9.02

Straight Time Rate

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

Section 9.03

Pension

- (a) The Engineers 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. Participation (as defined by the Pension Plan) by Daily Engineers in the Pension Plan ceased as of May 30, 1999. The benefits earned by Daily Engineers as of that date were determined, and each participating Daily Engineer was one hundred percent (100%) vested in his/her benefit as of May 30, 1999. The Engineers may retire voluntarily or be retired involuntarily under the Pension Plan upon and subject to the provisions thereof. Retirement shall not be deemed either a layoff or discharge.
- (b) During the term of this Agreement, the Company will pay an Engineer who retires a one-time payment of Two Hundred Fifty Dollars (\$250.00) for each full year of service with the Company.
- (c) Regular Engineers may contribute to the Communications Workers of America Savings and Retirement Trust ("CWA-SRT", also known as the CWA 401(k) Plan) through pre-tax payroll deductions in accordance with the terms and provisions of said Plan an amount not to exceed 25% of the Engineer's earnings. There shall be no Company contribution. Such contributions shall be remitted weekly to the CWA-SRT.

Section 9.04

Pay Checks

The Engineer's weekly pay check shall contain:

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

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

Section 9.05

Classification of Engineers

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

Section 9.06

Night Differential

An Engineer who is assigned to work between the hours of 11:00 P.M. and 6:00 A.M. shall be

paid a night differential premium pay of Three Dollars and Seventy-five Cents (\$3.75) per hour for all such hours worked.

Section 9.07

Expense Reimbursement

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

Section 9.08

(Deleted - 2009 Negotiations)

Section 9.09

Industrial Seniority

Fox Digital shall consider the principle of “Industrial Seniority” for prospective Engineers for the purpose of wages, and will discuss the wages of prospective Engineers with the Union’s Grievance Committee. After discussion with the Union’s Grievance Committee, Fox Digital may place such prospective Engineer on any step of the wage escalator.

Section 9.10

No Pyramiding, Overtime and Premium Pay

In no event shall:

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

Section 9.11

Insurance

- (a) Regular Engineers shall be eligible for coverage under the Fox Television Stations, Inc. Group Medical, Vision and Dental Plans. Effective March 1, 2010, Engineers electing to participate in the Group Medical, Vision, and Dental Plans shall make weekly contributions at the same rate as non-represented employees of the Company.

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

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

Additionally, Regular Engineers shall be eligible for coverage under the Fox Long Term Disability Plan and the Fox Life Insurance Plan subject to all terms and conditions of such Plans, except that the cost of such coverage will be paid by the Company.

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

ARTICLE X

OVERTIME

Section 10.01

Overtime

- (a) Engineers shall receive the overtime rate of time and one-half (1-1/2) their regular hourly rate for all actual work as follows:
 - (i) in excess of forty (40) hours in any work week;
 - (ii) in excess of eight (8) hours on any work day if assigned to a five (5) day work

week, or in excess of nine and one-half (9-1/2) hours on any work day if assigned to a four (4) day work week;

- (iii) on scheduled days off;
 - (iv) in excess of seven (7) consecutive days following their previously scheduled days off until scheduled two (2) consecutive days off;
- (b) Engineers shall receive double their regular rate for all work in excess of twelve (12) elapsed hours since his/her in-time on any work day.

Section 10.02

Nature of Overtime

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

ARTICLE XI

VACATIONS AND HOLIDAYS

Section 11.01

Vacations

- (a) The vacation period hereunder shall be between April 1 of each year and March 31 of the subsequent year. Engineers shall receive a vacation with pay according to their length of service as of October 31st of such year as follows:

Length of Service
0 - 6 months

Vacation Time
-0-

6 - 12 months	13 days
1 - 5 years	4 weeks
5 - 15 years	5 weeks
Over 15 years	6 weeks

Engineers entitled to less than four (4) weeks of vacation may make a three-way split of their vacation, Engineers entitled to four (4) or more weeks of vacation may make a four-way split of their vacation, Engineers entitled to five (5) or more weeks of vacation may make a five-way split of their vacation, and Engineers entitled to six (6) or more weeks of vacation may make a six-way split of their vacation, but no vacation period so chosen shall be under one (1) week in duration.

Probationary Engineers and Daily Engineers who become Regular Engineers and qualify for vacation in accordance with the provisions of Subsections 13.01(a) or 16.03(e), may have the scheduling of such earned vacation deferred to a mutually agreeable time, not necessarily within the vacation period set forth above.

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

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

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

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

Example: Engineer goes on sick leave and subsequently on long term disability beginning August 1, 1998. She has ten (10) years of service. She had already taken all of her vacation for the 1998 vacation year (April 1, 1998 through March 31, 1999). She returns

to work September 1, 1999. Beginning May 1, 1999, she no longer receives vacation time (nine (9) months have passed since her leave began). When she returns on September 1, 1999, she receives vacation from November 1, 1998 through April 30, 1999; no vacation is received between May 1, 1999 and August 31, 1999; and she receives vacation from September 1, 1999 through October 31, 1999. Her vacation is calculated at the rate of 2.08 days per month.

- (b) Vacation schedules shall be posted by March 1 of each year and vacation preferences shall be given on the basis of seniority. Once posted, the vacation of an Engineer may not be changed without the consent of Fox Digital and the Engineer involved. However, Fox Digital may add weeks to the vacation schedule after March 1 of any year, which weeks may be selected vacation weeks in lieu of previously selected vacation weeks by the most senior Engineer to indicate a desire to select such newly posted vacation weeks within five (5) days of such weeks having been posted.
- (c) The Fox Digital vacation list shall have not less than eight (8) vacation slots per week. Engineers will exercise their vacation choice on the basis of seniority. In any one (1) vacation week at Fox Digital, no more than two (2) TOC Operators and three (3) Maintenance Engineers may be on vacation. Nothing herein shall prevent Fox Digital, at its discretion, from granting the vacation requests of additional Engineers in the above-listed operational areas. If an Engineer does not submit his/her vacation picks within the specified time period, then the Company shall have the right to assign his/her vacation.

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

- (d) Vacations shall:
 - (i) start at 12:01 A.M. Monday; and
 - (ii) if an Engineer notifies Fox Digital at least four (4) weeks prior to the posting of the scheduled days off for the week in question, such Engineer may choose to have his/her scheduled days off contiguous to either the start or the end of his/her vacation; or

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

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

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

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

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

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

Section 11.02

Holidays

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

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

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

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

ARTICLE XII

LEAVE OF ABSENCE

Section 12.01

Sick Leave

- (a) An Engineer who is compelled to absent himself/herself from work temporarily because of illness or disability shall receive one (1) day of pay at his/her regular rate for each such day's absence other than for his/her scheduled days off provided he/she has given Fox Digital at least two and one-half (2-1/2) hours advance notice prior to his/her scheduled start time and further in accordance with the following:
 - (i) Each Engineer shall be entitled to receive up to twelve (12) days of sick leave during each calendar year plus his/her unused sick leave for any prior calendar year up to a maximum of one hundred sixty-five (165) days of sick leave in any calendar year.
 - (ii) It is understood that a "day" of sick leave taken by an Engineer who is assigned to a four (4) day work week shall be charged to such Engineer's sick leave entitlement as one and one-quarter (1-1/4) days of sick leave.

- (iii) If an Engineer does not provide the two and one-half (2-1/2) hours advance notice as specified above, he/she shall be required, upon his/her return to work, to provide to the Company a satisfactory written explanation of the reason for his/her failure to provide the required notice. The Company shall consider the Engineer's explanation and determine whether the explanation is satisfactory. If Management determines that the explanation is satisfactory, the Engineer shall be entitled to sick pay for the day(s) in question. If Management determines that the explanation is unsatisfactory, the Engineer shall not be entitled to sick pay for the day(s) in question. The Company's decision will be in writing. If an Engineer does not provide any written explanation, then he/she shall not be entitled to sick pay for the day(s) in question. If an Engineer is denied sick pay for any day(s), no sick leave shall be deducted from his/her sick leave accrual for that day(s).
 - (iv) An Engineer who becomes a Regular Engineer after having served as a Probationary Engineer and/or Daily Engineer shall, upon becoming a Regular Engineer, be credited with one (1) day of sick leave for each twenty-two (22) days of service (pro-rated in quarter-day segments for less than twenty-two (22) full days) of service, in any of the employment categories referenced above, to a maximum of six (6) days of sick leave. Such retroactive sick leave credit shall be computed only for such work during the three (3) year period immediately preceding such Engineer becoming a Regular Engineer. Additionally, upon any individual becoming a Regular Engineer, he/she shall be credited on a pro-rata basis with the remaining sick leave for that calendar year.
 - (v) An Engineer on an approved leave of absence which has exceeded nine (9) months on any January 1 shall not accrue sick leave as of that date. Upon the Engineer's return to work, he/she will be credited with sick leave on a pro-rata basis for the remainder of that calendar year.
- (b) Fox Digital may require an Engineer on sick leave to obtain certification of his/her illness or disability by the Engineer's physician, and may also require the Engineer to be examined by a physician of Fox Digital's choice, at Fox Digital's expense and on Fox Digital's time.

- (c) If an Engineer while on sick leave, receives any payments, other than medical expense, as the result of the Company's participation in a private or government sponsored insurance plan, then any such amounts received by the Engineer shall be deducted from the wages which the Engineer would receive while on sick leave hereunder. An Engineer with less than seven (7) years seniority who has been absent for two (2) years due to illness or disability may be terminated by the Company. An Engineer with seven (7) years or more but less than twelve (12) years seniority who has been absent for three (3) years due to illness or disability may be terminated by the Company. An Engineer with twelve (12) years or more but less than fifteen (15) years seniority who has been absent for four (4) years due to illness or disability may be terminated by the Company. An Engineer with fifteen (15) years or more seniority who has been absent for five (5) years due to illness or disability may be terminated by the Company. Such termination shall not be grievable or arbitrable.

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

Section 12.02

Union Purposes

(a) Long Term

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

(b) Short Term

Upon two (2) weeks prior notice by the Union, the Company will grant an unpaid leave of absence for Union activity for not more than three (3) Engineers at any one time for specified periods up to one (1) week's duration. No more than four (4) such short term leaves of absence shall be available to an Engineer in any calendar year.

Section 12.03

Military Leave

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

Section 12.04

Other Leaves

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

Section 12.05

Jury Duty

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

Section 12.06

Family and Medical Leave for Birth/Adoption

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

Section 12.07

Bereavement Leave

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

Section 12.08

Personal Leave

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

ARTICLE XIII

EMPLOYMENT RELATIONSHIPS

Section 13.01

Length of Service

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

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

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

Section 13.02

Termination of Seniority

Seniority shall be terminated by any one of the following: resignation; discharge; retirement; termination pursuant to Section 12.01(c) hereof; failure to notify or accept re-employment on a regular basis as provided in Section 13.04(a) hereof; failure to notify the Company of acceptance or rejection of re-employment on a temporary basis as provided in Section 13.04(a) hereof; layoff for more than two (2) years of an Engineer with more than two (2) years’ seniority on the effective date of layoff as provided in Section 13.04(a)(i) hereof; layoff of more than one (1) year of an Engineer with two (2) years or less seniority on the effective date of layoff as provided in Section 13.04(a)(ii) hereof.

Section 13.03

Layoffs

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

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

In lieu of the notice required as aforesaid, an Engineer who has been laid off and rehired on a temporary basis for a period of time less than the period of notice to which he/she would otherwise be entitled on the basis of seniority need only receive notice equal to the period of his/her employment on a temporary basis. Any period for which an Engineer has previously received severance pay shall be excluded in determining any entitlement to severance pay upon a subsequent layoff.

- (c) Any laid off Regular Engineer shall be given first consideration for any work as a Daily Engineer for which he/she is qualified.
- (d) In the event that Fox Digital ceases operation, the following provisions shall apply to the layoff of Regular Engineers employed by Fox Digital:

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

Section 13.04

Re-Employment of Engineers

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

An offer of re-employment shall be sent by the Company to the Engineer's last known home address by certified mail, with a copy to the Union. If such Engineer fails to notify the Company in writing of his/her acceptance within ten (10) days of dispatch of said offer, or if such Engineer after so notifying the Company of his/her acceptance fails to report to work at Fox Digital when required (but need not report sooner than twenty-one (21) days from the date of dispatch of said offer) then all of his/her rights under this Agreement shall terminate forthwith. However, if an Engineer is offered re-employment on a temporary basis, then the period during which he/she must be offered re-employment shall not terminate if he/she declines such offer of temporary re-employment within ten (10) days of the date of dispatch of said offer.

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

Section 13.05

Discharges

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

Section 13.06

Permanent Promotions and Demotions

- (a) Promotions shall be in the sole and exclusive discretion of Fox Digital. Demotions shall be in the discretion of Fox Digital, but the exercise of such discretion shall be subject to grievance and arbitration if such demotion is:
 - (i) disciplinary, or
 - (ii) made in bad faith.

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

- (b) Notwithstanding anything contained in Section 13.06(a) of the Agreement, an Engineer may be downgraded under the circumstances set forth in Subsections (i) and (ii) below. The burden shall be on the Company to justify the downgrade, and such downgrading shall not be done for the purpose of creating classification vacancies.
 - (i) In the event an Engineer's performance is unsatisfactory, in lieu of discipline and/or discharge under Section 13.05 of the Agreement, the Company may elect to downgrade the Engineer in accordance with the following procedure:

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

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

The Company must notify the Engineer of his or her unsatisfactory performance.

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

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

- (a) disciplinary, or
 - (b) made in bad faith, or
 - (c) not made in accordance with this procedure.
- (ii) The Company may also downgrade an Engineer when the upgraded position which the Engineer has been filling is permanently eliminated. The Company will give the Engineer thirty (30) days advance notice of the decision and the reason therefore. The downgrade shall be subject to grievance and arbitration if such downgrading is:
- (a) disciplinary, or
 - (b) made in bad faith, or
 - (c) not made in accordance with this procedure.
- (iii) In the event the arbitrator finds that the downgrade was disciplinary, made in bad faith or not made in accordance with the procedure set forth in either subparagraphs (i) and (ii) above, whichever is applicable, the arbitrator may make all appropriate orders, including, but not necessarily limited to, restoration to and reassignment to the higher classification.

Section 13.07

Temporary Upgrading

- (a) The Company may assign an Engineer to perform the duties of an Engineer in a higher Group on a temporary basis and such Engineer shall be paid for such upgrade the applicable rate for the higher-paid Group to which he/she is upgraded for the period of time that he/she is so upgraded, in one-quarter (1/4) hour increments. (Also see Subsection 13.07(c) below.)
- (b) An Engineer who is assigned to train another Engineer shall receive a fee of Seventeen Dollars (\$17.00) for such day he/she is so assigned provided that such training is for more than two (2) hours in any day. The Company will give good faith consideration to assigning a Staff Engineer to train another Engineer.
- (c) Engineers who are upgraded for more than three (3) hours in any one (1) work day under the provisions of Subsection 13.07(a) hereof shall be paid for such upgrade the applicable

rate for the higher-paid Group to which he/she is upgraded for the period of time that he/she is so upgraded, but for not less than a full tour of duty on such day.

Section 13.08

Temporary Downgrade

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

Section 13.09

Lounge

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

Section 13.10

Parking

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

ARTICLE XIV

TRAVEL AND TRANSPORTATION

Section 14.01

Method of Transportation

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

- (i) the use of public transportation shall not be required when equipment is to be transported and other means of transportation are available; and
- (ii) travel by common-carrier out-of-town shall be by reasonable accommodations.

Section 14.02

Travel Time

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

Section 14.03

Automobiles

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

- (a) The applicable IRS rate (other than for the mileage between the Engineer's home and his/her regular place of work) with a minimum of Seven Dollars (\$7.00) for each day, plus parking fees.
- (b) An Engineer shall be reimbursed for any "deductible" expense incurred by the Engineer as a result of the use of his/her vehicle while on Company business.

Section 14.04

Travel Expense

- (a) In the event the Company does not elect to cater meals on remote assignments where restaurant facilities are not readily available, Engineers on such assignments will be given sufficient time to travel to and from a restaurant for such meals. In the event the Company does elect to cater such meals, the per diem allowance shall be reduced Three Dollars (\$3.00) for each meal catered, except breakfast, for which the per diem allowance shall be reduced One Dollar and Fifty Cents (\$1.50).
- (b) All travel will be conducted in accordance with the Fox Networks Group Travel Policies and Procedures, a copy of which has been provided to the Union. The current revision of the Policy is dated July 2009.

Section 14.05

Engineer Outside Area

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

Notwithstanding the foregoing and any other provisions of this Agreement to the contrary, in the event the Company elects to send an Engineer to work overseas, the Engineer shall be paid a minimum daily rate equivalent to eight (8) hours of his/her regular straight time rate and four (4) hours of time and one-half (1-1/2x). No other penalties or premiums shall be paid. The Engineer shall also receive his/her travel per diem as set forth in Section 14.04(a)(ii). "Overseas" for the purposes hereof means other than the United States, Canada, Virgin Islands, Puerto Rico and, if applicable, American Samoa. Such overseas assignment at the foregoing rate shall be on a voluntary basis. Engineers on such assignments shall receive the overseas rate for all days on such assignment, including travel days and all days "outside Area", regardless of whether the Engineer performs any work on such day.

ARTICLE XV

SAFETY

Section 15.01 **Occupational Health and Safety**

- (a) Except as otherwise provided in this Agreement, no Engineer may work on equipment while power is applied to the equipment without another qualified member of the Engineering Department being present.
- (b) Automatic safety devices will be installed by the Company where necessary.

Section 15.02 **Occupational Health and Safety Committee**

An active and authoritative Occupational Health and Safety Committee consisting of at least one (1) member of the Union and one (1) member of Management shall be established, and shall meet quarterly to discuss safety problems. The committee members designated by the Union shall not suffer any loss of wages with respect to any meeting involving safety matters.

ARTICLE XVI

PROBATIONARY AND DAILY ENGINEERS

Section 16.01 **Probationary Engineers**

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

Engineers are the following Sections:

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

Section 16.02

Group E Engineers

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

Section 16.03

Daily Engineers

- (a) Daily Engineers may be employed without limitation to perform any and all duties within the jurisdictional scope of this Agreement. The removal of restrictions on assignments of Daily Engineers will not result in a layoff of Regular Engineers.
- (b) Fox Digital's right to employ Daily Engineers as set forth in this Section 16.03 shall not cease so long as the total number of Regular Engineers employed by Fox Digital is the same or greater than the number of Regular Engineers employed by Fox Digital upon ratification of the 1994-1997 Agreement, except that in the event that any Regular Engineer(s) employed as of the date of ratification of the 1994-1997 Agreement leaves the employ of Fox Digital for any reason whatsoever, then the number of Regular Engineers which must be employed by Fox Digital in order for Fox Digital to employ Daily Engineers will be reduced by the number of such Regular Engineer(s) leaving, such Engineer(s) need not be replaced, and Fox Digital may continue to employ Daily Engineers.
- (c) There shall be no interchange in the performance of duties between Daily Engineers employed to perform the duties of Group C Engineers and Daily Engineers employed to perform the duties of Group D or higher Engineers.
- (d) Daily Engineers shall receive one-fifth (1/5) of the applicable weekly rate for each day they work, plus an amount equal to twenty percent (20%) thereof. If a Daily Engineer is assigned to perform the duties of an Engineer in a higher Group, he/she shall be upgraded in accordance with Section 13.07(c) of this Agreement.
- (e) For the purposes of advancement on wage escalators only, Daily Engineers shall be given credit for one (1) week of service for each forty (40) hours (all hours worked) of prior

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

- (f) Daily Engineers shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all actual work in excess of eight (8) hours on any day and in excess of forty (40) hours in any work week and at the rate of two (2) times their regular hourly rate for all work in excess of twelve (12) elapsed hours since the Daily Engineer's in-time on any day.
- (g) The minimum call on any day for Daily Engineers shall be eight (8) hours. However, notwithstanding the foregoing sentence, the minimum call for Daily Engineers assigned to lighting plot days, technical production meetings, remote surveys, and technical set-up days shall be four (4) hours, for which a Daily Engineer shall be paid one and one-half (1-1/2) times his/her regular straight time rate for each hour worked on any such call or extension thereof. If requested, an Engineer may elect to work a second consecutive four (4) hour call. Overtime after eight (8) hours of actual work shall be paid in one-quarter (1/4) hour increments, with double time (2x) payable after twelve (12) elapsed hours since the Daily Engineer's in-time. The provisions of Section 8.05 shall not apply to a Daily Engineer assigned to a four (4) hour call, unless he/she works beyond the initial four (4) hour call.
- (h) The only provisions of this Agreement which shall not be applicable to Daily Engineers are the following:

8.01 (a)-(d)	Week and Work Week and Work Day
8.02	Days Off
8.03	Scheduling and Schedule Changes
9.01	Wages
9.03	Pension
9.11	Insurance, except 9.11(b)
10.01 (a)(iii),(iv)	Overtime
10.02	Nature of Overtime
11.01	Vacations
11.02	Holidays
Article XII	Leave of Absence, except 12.02(a), 12.06, & 12.07(b)
Article XIII	Employment Relationships, except 13.07, 13.09, & 13.10
16.01	Probationary Engineers

- (i) Notwithstanding the above, Daily Engineers who work on the Holidays specified in 11.02 including Martin Luther King Jr. Day shall receive a premium of one-half (1/2) times their basic rate for all such hours worked. Daily Engineers shall not receive compensating days off.
- (j) The Company will make a good faith effort, whenever practicable, to post schedules (only to the extent known) by 6:00 P.M. on Wednesday for the following week. Posting of schedules and/or failure to post schedules and/or changing of schedules shall be non-grievable and non-arbitrable. It is understood that schedules may change without penalty up to twenty-four (24) hours prior to the start of the call. If a Daily Engineer is scheduled for a shift, and the shift is changed to a lower-paid classification, then such Daily Engineer may only be paid the lower wage rate if he/she is notified of the change at least twenty-four (24) hours in advance. Daily Engineers shall be notified of the cancellation of any scheduled shift not later than twenty-four (24) hours prior to the start of the call.
- (k) A Daily Engineer who works more than five (5) days in any work week or more than seven (7) consecutive days shall receive pay at the overtime rate of time and one-half (1-1/2x) his/her regular hourly rate of pay until receiving a day off.
- (l) Daily Engineers will have contributions made on their behalf by the Company to the Entertainment Industry Flex Plan or other mutually agreeable Plan at a rate of nine percent (9%).
- (m) Daily Engineers will receive paid time off as follows:
 - (i) PTO Qualification: Daily Engineers who have worked the following listed hours (all hours worked) for Fox Digital in each of the previous two (2) calendar years shall receive paid time off as follows in the following vacation year (February 1 through January 31):

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

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

<u>Hours</u>	<u>PTO Days</u>
1000	6
1160	7
1240	9
1320	10
1400	12

- (iii) **Loss of PTO Eligibility with Continued Qualification:** After a Daily Engineer has worked one thousand (1000) hours (all hours worked) for three (3) or more consecutive calendar years, if in the next calendar year he/she works more than seven hundred fifty (750) but less than one thousand (1000) hours (all hours worked), he/she shall be eligible to receive three (3) days of paid time off in the following vacation year. In order to qualify for paid time off in the vacation year subsequent to the year in which he/she received three (3) days of paid time off, he/she must meet the minimum PTO eligibility qualification level in Section 16.03(m)(ii) above. If a Daily Engineer leaves the employ of the Company and is subsequently re-hired within a three (3) year period of the date in which he/she was last employed, such Daily Engineer does not have to re-qualify for the initial two (2) year qualification period described in 16.03(m)(i), above.

Up to six (6) days of paid time off may roll over up to six months (used by June 30 of the following year in which such PTO was earned). Once a Daily Engineer has qualified for paid time off and received it for a vacation year, in order to receive it in the next vacation year, he/she must have worked the requisite amount of time in the previous calendar year only. If a Daily Engineer leaves the employ of the Company during any calendar year for any reason, he/she shall be paid for any unused paid time off from that year. Additionally, he/she shall be paid for any paid time off he/she would have been eligible to take during the next vacation year, based on all hours worked during the calendar year in which he/she left the employ of the Company.

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

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

- (n) In the event the Company permanently ceases employing a Daily Engineer who has

qualified for ten (10) days of paid time off, such Daily Engineer shall be paid for all scheduled time posted or five (5) days, whichever is greater. In the event the Company permanently ceases employing a Daily Engineer who has qualified for five (5) days of paid time off, such Daily Engineer shall be paid for all scheduled time posted.

- (o) A Daily Engineer who qualifies for paid time off, is required by law to serve as a juror and who presents satisfactory written evidence of such requirement, shall be paid eight (8) hours at his/her regular straight time rate of pay for each day that he/she actually is on jury duty, provided the Daily Engineer would normally have been scheduled to work that day, to a maximum of ten (10) days per calendar year. A Daily Engineer who is on-call for jury duty, but who is not required to report to the court, shall report to Fox Digital for assignment at a time determined by Fox Digital. Upon completion of jury duty, the Daily Engineer will immediately provide the Company with proof of jury service.
- (p)
 - (i) Daily Engineers may contribute to the Communications Workers of America Savings and Retirement Trust (“CWA-SRT”, also known as the CWA 401(k) Plan) through pre-tax payroll deductions in accordance with the terms and provisions of said Plan an amount not to exceed 25% of the Engineer’s earnings. Such contributions shall be remitted weekly to the CWA-SRT.
 - (ii) For the term of this Agreement the Company will contribute three percent (3%) of base salary for eligible Daily Engineers to the CWA-SRT. Such contributions shall be remitted weekly to the CWA-SRT. Contributions for eligible Daily Engineers are made on the same pay types which were recognized by the Pension Plan for Union Employees of Fox Television Stations, Inc. (“Pension Plan”). All Daily Engineers who were participating in the Pension Plan as of May 30, 1999 were immediately eligible for this Company contribution. Eligibility requirements for other Daily Engineers are the same as the eligibility requirements of the Pension Plan: one thousand (1,000) hours of service in a twelve (12) month period commencing on the date of hire or any calendar year thereafter. All Company contributions are subject to IRS limitations. The CWA-SRT will immediately one hundred percent (100%) vest Daily Engineers with the Company’s contributions. The fact that the Company makes contributions to the CWA-SRT on behalf of eligible Daily Engineers does not affect the right of Daily Engineers to also elect to have pre-tax payroll deductions made to the CWA-SRT as provided in (i) above. Daily Engineers have the right to elect or not to elect such pre-tax payroll deductions whether or not they are eligible to have Company contributions made on their behalf.

ARTICLE XVII

CABLE

Section 17.01

General Provisions

This will serve to confirm the agreement (agreement) originally reached in June, 1996 between NABET Local 53 (Union) and Fox Television Stations, Inc. (Company) concerning Fox Sports' (sports cable company of Liberty/Fox U.S. Sports, L.L.C.) willingness to utilize the facilities of Fox Digital (then Fox Tape), including the services of NABET Engineers employed by Fox Digital, in exchange for the Union's agreement to make the modifications listed below to its collective bargaining agreement (Agreement) covering Fox Digital employees. The parties have agreed that this agreement, as set forth below, will continue throughout the term of the current Agreement, from July 1, 2009 through June 30, 2011, and will be subject to the same terms and conditions as are applicable to any extensions of the Agreement. It is specifically understood that this agreement applies only to work performed on behalf of Fox Sports at Fox Digital facilities currently located at 10201 West Pico Boulevard, Los Angeles, California and the jurisdiction provisions of the Agreement covering Fox Digital employees outside such facility have no force and effect with regard to any other work performed by Fox Sports. This agreement does not bind Fox Sports to the Agreement for any purpose.

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

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

Section 17.02

Cable Wage Rates

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

	07-01-2009 <u>06-30-2010</u>	07-01-2010 <u>06-30-2011</u>
<u>Group A</u>	\$39.07	\$39.85
Technical Director (Stages)		
Audio Mixer (A1) (Stages)		
Live TD		
Craft Editing		
<u>Group B-1</u>	\$35.68	\$36.39
Merit step for those in Group B		
<u>Group B</u>	\$34.38	\$35.07
Technical Director (Stages)		
Craft Editing		
Audio Mixer (A1) (Stages)		
Audio (A2) (Stages)		
Video Control		
Control Room Technical Director		
Live TD		
<u>Group C-1</u>	\$32.01	\$32.65
Light Board Operator		
Lighting Director (1-2-3)		
<u>Group C</u>	\$31.25	\$31.88
Camera Operator (Studio/Hand Held)		
Control Room Technical Director		
<u>Group D-1 Engineer</u>	\$28.19	\$28.75
Merit step for those in Group D		
<u>Group D Engineer</u>		
0 – 6 months	\$17.36	\$17.71
6 – 12 months	\$19.36	\$19.75
1 – 2 years	\$21.36	\$21.79
2 – 3 years	\$24.36	\$24.85
3 – 4 years	\$26.36	\$26.89
Over 4 years	\$27.36	\$27.91
Media Resource Operator	Lighting Engineer	
Audio (A3) (Stages)	Editor	
Audio Boom Operator		
Gaffer		
	07-01-2009	07-01-2010

- (ii) Engineers who have their time split between covered work and non-covered work within the same work day shall receive the higher rate of pay earned that day for the entire day unless non-covered work is performed for three (3) hours or less, in which case they shall receive the higher rate for the non-covered work only.

Section 17.06

Paid Time Off Rate

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

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

ARTICLE XVIII

FORMAL PROVISIONS

Section 18.01

Term of Agreement and Termination

- (a) This Agreement shall be effective as of July 1, 2009, and shall continue in full force and effect to and including Midnight, June 30, 2011, subject to the right of the Union to terminate the Agreement upon sixty (60) days prior notice if, during the term of Agreement or any extension thereof, the Company's "Pension Plan for Union Employees" should be terminated with respect to coverage of the Engineers.
- (b) This Agreement shall continue in effect from year to year after June 30, 2011, unless either party gives to the other party at least sixty (60) days prior written notice effective as of Midnight, June 30, 2011, or Midnight of any June 30th thereafter, of its intention to modify or terminate this Agreement.
- (c) Not later than thirty (30) days prior to the termination of this Agreement, the parties shall

meet for the purpose of negotiating the terms and conditions of employment of Engineers after the effective date of the termination of the Agreement.

Section 18.02

Successors and Assigns

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

Section 18.03

Separability

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

Section 18.04

Notices

Any notice that is required to be given or may appropriately be given by either party hereunder, shall be in writing and shall be given by prepaid certified mail or by prepaid telegram or teletype. All notices to the Company shall be addressed to "Fox Television Stations, Inc., 2121 Avenue of the Stars, Suite 2238, Los Angeles, CA 90067, Attention: Vice President Labor Relations", and all notices to the Union shall be addressed to "National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 20001", with a copy to "Local 53, National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, 1918 West Burbank Blvd., Burbank, California 91506". Notices hereunder shall be deemed given at the time of dispatch. Either party may change its address for notices by notice to the other party in accordance with the foregoing.

Section 18.05

Full and Complete Agreement

This Agreement contains the full and complete agreement between the parties and cannot be changed or terminated orally; provided, however, nothing herein contained shall be deemed to prevent the introduction and use of past practices prior to June 30, 2009, in any grievance procedure, arbitration or administrative proceeding under the following limitations:

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

IN WITNESS WHEREOF the parties have executed this Agreement on the _____ day of _____, 2010

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

FOX TELEVISION STATIONS, INC.

Sector President, NABET-CWA

Michael J. Campolo
Vice President
Labor Relations

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

Kurt Bennett
Negotiating Committee

Dan Schoen
Negotiating Committee

Gary Singleman
Negotiating Committee

SIDELETTER I

FOX DIGITAL-NABET

EXTENDED LEAVE OF ABSENCE PROGRAM

ARTICLE I - AIMS AND PURPOSES

- 1.1 This Extended Leave of Absence Program is instituted for the purpose of granting certain NABET-represented Employees under the Engineering Agreement (hereinafter referred to as “Employees” or “NABET-represented Employees”) a leave of absence without pay of not less than three (3) months nor more than six (6) months. At the expiration of each such leave(s) of absence, the Employee will return to active employment with the Company, subject to his/her applicable seniority rights.
- 1.2 In general, during the employment period regular Company Personnel Policies now in effect and applicable to NABET-represented Employees will prevail with limitations as noted further in this Program. During the leave of absence, only the Personnel Policies indicated in this Program will prevail and regular Company Policy will be suspended to the extent it conflicts with such Personnel Policies.
- 1.3 Employees in this Extended Leave of Absence Program may continue in it until age 70, at which time they may retire from active service in accordance with the Company’s Pension Plan for Union Employees. Employees in the Program may also avail themselves of the early retirement provisions of the Company’s Pension Plan for Union Employees.

ARTICLE II - ELIGIBILITY

- 2.1 A NABET-Represented Employee, in order to be eligible to apply for this Extended Leave of Absence Program must be aged forty-five (45) years or more and have twenty (20) or more years of total Company seniority.
- 2.2 Such application by an eligible Employee must be made in writing to the Chief Engineer no later than September 1st of any year, to be effective in the twelve (12) month period commencing with January 1st of the year following the year in which application was made. The Company will notify the Employee no later than October 1st of the year in which application was made as to whether or not he/she was admitted into the Program.

- 2.3 No more than five (5) Employees may participate in the Program in any given Program year without the express agreement of the Company. Once in the Program, an Employee shall have priority to remain in the Program over other Employees. Should the number of Employees already participating in the Program, plus the number of new applicants in any year exceed such maximum number, the order of priority of such new applicants shall be established by their total Company seniority. The Company will also determine the dates of the leaves of absence, provided that in the event the dates so selected are not acceptable to the Employee, he/she will be allowed to withdraw his/her application for admittance to the Program without prejudice to his/her rights to reapply at a later date. Decisions of the Company regarding participation of Employees in the Program and/or dates of leaves of absence shall not be subject to arbitration.

ARTICLE III - VACATION AND HOLIDAY PAYBACK DAYS

- 3.1 During each year of participation in the Program, an Employee will receive in a lump sum, for each month of employment, as opposed to time spent on a leave of absence, an amount of pay equal to one twelfth (1/12) of the vacation pay to which he/she would have been entitled had he/she remained in the active employ of the Company for the entire year, rather than having taken a leave of absence. The payment will be in lieu of vacation and will be payable to the Employee at the beginning of the leave of absence period.

ARTICLE IV - SICK LEAVE

- 4.1 For each month of employment, Employees in this Program will be eligible for one-twelfth (1/12) of the sick leave with pay and accrued sick leave to which they would have been entitled had they been employed the entire year. Such sick leave will not extend beyond the end date of the scheduled employment period. If the illness or injury persists beyond that date, the Employee will be placed on his/her normal extended leave of absence without pay.
- 4.2 If, while on the extended leave of absence in this Program, the Employee becomes ill or injured and is unable to report for the work period when scheduled, he/she will be eligible for paid sick leave as of the date he/she was scheduled to be restored to the active payroll.
- 4.3 Payments under the Company's Long Term Disability Plan will be made only during the period when the Employee was scheduled to be in active employment.
- 4.4 Vacation pay may be considered to augment sick leave in lieu of going on sick leave without pay and will include payroll deductions for Pension Plan contributions. To the extent vacation pay is paid under this provision, it shall not be paid under Article III.
- 4.5 All plans and/or policies of the Company involved in paragraphs numbered 4.1, 4.2, 4.3 and 4.4 above are modified where necessary and insofar as applicable to the Employees affected by said paragraphs in order to conform to the provisions of those paragraphs.

ARTICLE V - OTHER LEAVES OF ABSENCE

- 5.1 During the employment period, Employees in this Program may be granted leaves of absence in accordance with Article XII of the Fox Digital-NABET Agreement.

ARTICLE VI - OTHER EMPLOYMENT

- 6.1 An Employee on extended leave of absence may accept outside employment provided that it does not interfere with his/her ability to return to work upon expiration of such leave of absence and, further provided, that such outside employment does not continue following his/her return to work with the Company. However, an Employee on extended leave of absence without pay will not be permitted to work for or perform other services, part-time or otherwise, with any Company or person engaged in radio or television broadcasting (including closed circuits, theater, CATV, or pay television) or in the production of transcriptions, audio or video tapes or film, or film production.

ARTICLE VII - OWNERSHIP OF INTERESTS IN BROADCASTING STATIONS, NETWORKS AND CATV SYSTEMS

- 7.1 An Employee in this Program may not acquire any interest in any organization engaged in the operation of:

Broadcast Stations
Radio or Television Networks
Community Antenna Television Systems (CATV)

Nothing in this policy is intended to restrict investment or require disclosure of any investment by any Employee in stock or any other security of any corporation listed on a national securities exchange or regularly traded by national securities dealers provided that such investment does not exceed one percent (1%) of the market value of the outstanding securities of such corporation.

ARTICLE VIII - UNEMPLOYMENT INSURANCE

- 8.1 During the period of time an Employee in this Program is on his/her leave of absence without pay, he/she will not be eligible for Unemployment Insurance.

ARTICLE IX - SEVERANCE

- 9.1 Participation in this Program, since it is voluntary, will not entitle an Employee to any severance pay.

ARTICLE X - SENIORITY AND CONTINUOUS SERVICE CREDIT

- 10.1 Seniority and continuous service credit will continue to accrue while on this Program for all purposes with the exception of service in the Company's Pension Plan for Union Employees, which will be governed as in Section 11.1 below.

ARTICLE XI - RETIREMENT PLAN

- 11.1 While on leave of absence without pay the Employee will be credited with service under the Pension Plan for Union Employees of Fox Television Stations, Inc. (the "Pension Plan") for purposes of vesting and eligibility for benefits for the period of his/her leave of absence at the rate of hours he/she was working at the time the leave was granted. The Employee will receive credit under the Pension Plan for benefit purposes while on an approved leave of absence at the rate of hours he/she was working at the time the leave was granted up to five hundred one (501) hours. Participating Employees shall retain all their rights under the Pension Plan, including but not limited to, early retirement, disability retirement and the selection of available optional forms of retirement benefit.

ARTICLE XII - INSURANCE BENEFITS

- 12.1 During the period of employment, the Employee will receive and be eligible for regular Company Insurance Benefits for himself/herself and eligible dependents.
- 12.2 While on leave of absence without pay the Employee will be permitted to participate in the regular Company Insurance Plans provided that during the period of leave of absence such Employee shall make all employee contributions that he/she is otherwise obligated to make and that he/she shall also make all contributions that the Company is otherwise obligated to make to provide coverage for such Employee.

ARTICLE XIII - RETURN TO FULL-TIME WORK

- 13.1 While participating in the Extended Leave of Absence Program, the Employee shall have the privilege of requesting the right to return to full-time work. If in active employment when he/she makes the request, he/she will be dropped from the Program immediately. If he/she is on leave of absence under this Program at the time he/she makes the request, and if an appropriate opening exists, subject to applicable seniority provisions, the Employee shall be returned to work. This option can only be exercised once, and once exercised, such Employee will thereafter be ineligible to participate in the Program. Whenever an Employee returns to work from a leave of absence period, he/she will return to the classification in which he/she was regularly employed immediately prior to such leave of absence.

SIDELETTER II

In reference to Section 6.02(c)(x), without excluding jurisdiction, it is understood that in no event may the functions of Electronic Graphic Artists and Operators (all personnel in Groups E and I of the IATSE Production Facilities Agreement) be used to supplant, replace or be used in conjunction with program recording and/or playback and electronic program editing of elements three (3) minutes or more excluding animation.

The work of Electronic Graphic Artists and Operators shall be limited to the dedicated Electronic Graphic Areas at Fox Digital (wherein shall be contained the equipment operated by Electronic Graphic Artists and Operators). Such equipment cannot be used for duplication, broadcasting to air or feeding directly to air, except by Engineers.

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

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

SIDELETTER III (Deleted 2009 Negotiations)

SIDELETTER IV

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

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

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

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

SIDELETTER V

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

Steven Casteneda, Craig Chaddick, David Johnson, Danny Johnson, Ken Wilcox, and Jeff Worn

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

Don Mitchell

SIDELETTER VI (Deleted 2009 Negotiations)

SIDELETTER VII

The parties have agreed to preserve their respective positions as to whether “non-linear edit systems” are presently within the jurisdictional scope of Section 6.02(a) of the Agreement.

Technology is rapidly evolving. To this end, the Company anticipates the expanded use of non-linear editing technology. To make full and best use of such technology requires an integration and overlap of many activities by bargaining unit and non-bargaining unit employees. The parties agree that it is necessary to modify the jurisdictional work restrictions of the Agreement as they pertain to this technology. As such, the following understandings have been reached between the parties:

1. The Company recognizes the value in having NABET-represented Engineers operate non-linear editing technology. Except as provided in this Sideletter VII, the Company will not assign the operation of such equipment to anyone but NABET-represented Engineers.
2. All ingesting (digitizing and feeding) to the server(s) will be performed by Engineers. In addition, only Engineers may switch or playback directly to air for broadcast purposes.
3. Editors assigned to non-linear editing will be trained on such equipment.
4. Installation and maintenance of non-linear editing equipment in Engineering areas shall be performed by Engineers, subject to the provisions of the Agreement. The Company will provide appropriate training, as determined by the Company, to Engineers to perform the installation and maintenance of non-linear editing equipment.
5. The introduction of new equipment utilized to perform non-linear editing functions shall not be deemed to limit the ability of non-Engineers to perform listed functions in

Engineering areas, nor shall the introduction of such new equipment diminish the historical jurisdiction of Engineers in such areas which exist as of the date of ratification of this Agreement.

- a. Engineering areas include but are not limited to on-line and off-line edit rooms in existence as of July 1, 2001, highlights edit stations, tape rooms and control rooms except that the Company may designate four (4) work stations which are capable of cuts-only in the Sports Operations area. These cuts-only systems will be labeled as such with a sign that states "cuts-only".
- b. Non-Engineering areas include but are not limited to offices, newsrooms, screening rooms, tape vaults, highlights logging stations and studio floors. The Company reserves the right to create additional edit areas and work stations which shall be considered to be non-Engineering areas. However, the Company may not create additional edit rooms for the purpose of displacing work performed in the on-line and off-line edit rooms in existence as of the date of ratification of this Agreement. Nothing shall preclude Engineers from being assigned to work in non-Engineering areas.

6. Notwithstanding the above, cross utilization may occur as follows:

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

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

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

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

- d. In non-Engineering areas (except as provided for in 5(a) above), individuals within Sports Operations in the following classifications may utilize non-linear editing technology in conjunction with their normal jobs (provided that the individual has a direct editorial connection to the assignment and that the individual's job, not editing, continues to be the primary job function of the individual) to create completed pieces ready for air. Such pieces will be limited to cuts, dissolves, fades, and music. These individuals as well as their replacements, cannot be hired for the sole purpose of operation of non-linear editing equipment as described in this Sideletter:

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

- e. A Broadcast Associate who works in Sports Operations is limited to performing the non-linear editing functions of viewing and creating edit decision lists in Engineering areas. A Broadcast Associate may also create completed cuts only pieces ready for air from non-Engineering areas and as provided for in 5(a) above.

Sideletter VIII - New and Emerging Media

During the term of the Collective Bargaining Agreement new and emerging media work will be performed by NABET-53 Engineers and other Fox employees on a non-exclusive basis. Additionally the following items were agreed:

- The Company and Union will meet quarterly during the term of this Agreement in order to discuss issues related to the subject matter contained herein.
- If new and emerging media production work for the stages becomes available, the Company and Union will meet in advance to discuss and attempt to agree upon terms and conditions for such work.
- Nothing shall preclude Engineers from being assigned to work in non-engineering areas; however non-bargaining unit persons will not be assigned to engineering areas (except as expressly provided for in the Non-Linear Editing Sideletter (S/L #7))
- Only Engineers may switch or playback directly to air.
- This Sideletter does not alter nor diminish the current jurisdiction contained in Article VI herein.

Sideletter IX - New Equipment and Workflow

During the term of the Collective Bargaining Agreement new equipment and workflow requirement will continue to change. During the 2009 negotiations the following items were discussed and agreed upon:

- A list of Administrators who have access to the Digital Server(s) shall be delivered to the Union and shall remain updated during the Agreement period. This list will provide a definition of duties and limitations, if any, of system responsibilities. Any update to the list delivered to the Union will include the reason(s) for update and the Union may request a meeting to discuss such updates.
- If a storage unit or server is to be shared by traditional and new media users, a separate volume shall be created for each usage group. Recording, editing and play-out appliances shall have read/write/delete access to their usage groups designated volume only. If access to the assets on the other usage group's volume is required, that access shall be granted on a read-only basis.
- This Sideletter does not alter nor diminish the current jurisdiction contained in Article VI herein.

Sideletter X - Wage Escalator

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

“For the purposes of advancement on wage escalators only, Daily Engineers shall be given credit for one (1) week of service for each forty (40) hours (all hours worked) of prior employment as a Daily Engineer....”

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

Sideletter XI - Turnaround Clarification

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

Sideletter XII - Stage Rate Card for Syndication

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

Sideletter XIII - Internships

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

Sideletter XIV - Flex Plan Discussion

The parties discussed a potential replacement for the Entertainment Industry Flex Plan during the 2009 negotiations. The Company and Union recognize the complexities of making such a change and agree to continue dialogue concerning the subject during the term of the Agreement. The Company stressed the "cost neutrality" of any such replacement plan.

Sideletter XV - Integration of Maintenance Fee for TOC Employees

The parties agree to implement a one-time wage increase of \$.45 per hour to the following TOC Employees in order to integrate the maintenance fee which was applicable in the last Collective Bargaining Agreement.

- William Stewart
- Robert Kluge

Schedule 3 - Engineering

<u>Name</u>	<u>Seniority Date</u>
Peterson, Michael	09/16/75
Carter, Michael	11/29/77
Miller, Brock	01/16/83
Woodford, Caryl	01/17/83
Jackson, Jim	04/18/83
Pugliese, John	06/06/83
Humphrey, Tim	07/25/83
Kluge, Robert	04/16/84
Stewart, William	04/23/84
Pennington, Jeffrey	05/21/84
Hitzeroth, Todd	05/06/85
Vasquez, Jose	10/27/86
Iordache, Porfir	03/30/87
Knoppow, Richard	05/27/87
Sterner, David	11/19/89

Schedule 4 – Group C Engineers

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