

AGREEMENT

BY AND BETWEEN

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND
TECHNICIANS-COMMUNICATIONS WORKERS OF AMERICA
(NABET-CWA LOCAL 53)

AND

FOX TELEVISION STATIONS, INC.
(FOX DIGITAL)

January 1, 2001 through December 31, 2004

AGREEMENT

This collective bargaining agreement (“Agreement”) is entered into by and between Fox Television Stations, Inc. (“Company” or “Employer”) which owns and operates Fox Digital, and the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO (“NABET” or “Union”) and its Local 53, and includes the agreement of the parties on the minimum standards of wages, hours, and other terms and conditions of employment.

Article 1 - Scope of Unit and Representation Warranty

- 1.1 The term “Employee” as used in this Agreement applies to all full-time and regular part-time Building Services Maintenance Workers and Supply Clerks employed by the Company at its facility located at 10201 West Pico Boulevard, Los Angeles, California, 90035, excluding all other employees including office clerical employees, professional employees, guards, and supervisors as defined in the Act, as amended, pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 31-RC-7791 and including the subsequent accretion of the Supply Clerks to the unit of Building Services Maintenance Workers.
- 1.2 The Union represents and warrants that it is and during the continuance of this Agreement will be, the representative of a majority of the Employees for collective bargaining. The Company recognizes the Union as the sole and exclusive representative of the Employees for collective bargaining.

Article 2 - Duration

- 2.1 This Agreement shall be effective from January 1, 2001 to and through December 31, 2004.
- 2.2 This Agreement shall be automatically renewed for a one (1) year period commencing January 1, 2005, and for successive one (1) year periods thereafter, unless written notice is given by either party to the other at least sixty (60) days before the expiration date of a desire to terminate or modify this Agreement.

Article 3 - Non-Discrimination

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

- 3.2 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 Section 3.2 shall be grievable but not arbitrable.

Article 4 - Union Security

- 4.1 Subject to the provisions of the Labor Management Relations Act of 1947, as amended, as a condition of continued employment, all Building Services Maintenance Workers and Supply Clerks 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 Employee who is not in good standing in the Union by reason of having failed to tender uniform initiation fees or membership dues, as required.
- 4.2
- a. Upon receipt of a signed authorization of the Employee involved in the form set forth in 4.2 d. below, the Company shall deduct from the Employee'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 Employee after receipt of the authorization, using the same time considerations outlined in 4.2 c. below. Deductions shall be made on account of Union dues from the first paycheck of the Employee 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 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 1-1/3% of my total earnings for the previous weekly period including all overtime and penalty payments of 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 \$_____ 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 _____”

- 4.3 Authorized representatives of the Union shall be allowed access, within reasonable hours, and reasonable notice, to the premises of the Company where members of the bargaining unit are employed under this Agreement, to inspect or investigate operations of the Company where bargaining unit members are assigned, for compliance with the requirements and conditions herein. Such investigation or inspection shall be carried on in such a manner as not to interfere with the normal operation of the Company.

Article 5 - Management Rights

- 5.1 The Company retains solely and exclusively all the rights, powers and authority exercised or had by it prior to the time the Union was recognized as the exclusive bargaining representative of the Employees covered by this Agreement except as expressly limited by specific provisions of this Agreement or by law.
- 5.2 Without limiting the generality of the foregoing, the rights and authority retained solely and exclusively by the Company and not abridged by this Agreement except as expressly modified elsewhere in this Agreement include, but are not limited to, the right to manage and direct its business and its personnel, the right to manage and control its departments, buildings, facilities and operations, the right to create and abolish jobs, departments, and facilities, in whole or in part, the right to direct the workforce, determine the number of employees needed, maintain the discipline and efficiency of its employees, the right to specify and assign work requirements, determine qualifications and schedule working hours, and the right to discontinue its operations, in whole or in part. The Company shall have the right to discipline (including but not limited to the right to suspend) and discharge Employees covered by this Agreement. If the Union believes any such discipline or discharge is unjustified, the matter shall then be considered as a grievance and shall be processed under the grievance and arbitration procedure of this Agreement.

Article 6 - No Strikes

- 6.1 The Union, its agents and the Employees it represents agree that, during the term of this Agreement, there shall be no strike, work stoppage, slowdown, or refusal to perform work, nor any other interference with the operations of the Company, nor any picketing nor any refusal to enter upon the Company's premises, for any reason or in connection with any grievance or dispute, whether arbitrable under this Agreement or not.
- 6.2 In addition to all remedies available to the Company, in any case where conduct occurs in violation of this Section, the Union will promptly take every necessary action to bring about a termination of such conduct.
- 6.3 The Company will not assign Employees covered by this Agreement to perform the duties of Fox Digital employees who are on strike.

Article 7 - Grievance and Arbitration

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

- a. 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.
- b. Step 2 - If such persons cannot settle the grievance, then it shall be reduced to writing stating the Section(s) of the Agreement alleged to have been violated, 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 written grievance and attempt to settle it.
- c. Step 3 - In the event that the Grievance Committees do not meet within five (5) days as specified in Step 2, 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(s) 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 authority, power or right to alter, amend, change, modify, add to or subtract from any of the terms and provisions of this Agreement, nor to award any monetary damages for a period prior to ninety (90) days from the institution of Step 1 of the grievance procedure.
- d. 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.

7.2 A maximum of one (1) Employee covered by this Agreement will be in a “without loss of straight time pay” status when attending grievance meetings with the Company for grievances arising under this Agreement only.

Article 8 - Cross-Utilization and Subcontracting

- 8.1 Department managers and supervisors may perform any duties covered by this Agreement in conjunction with their normal job functions.
- 8.2 Other employees of the Company and other Fox entities may perform any duties covered

by this Agreement incidental to their normal job functions and physical work environment.

- 8.3 The Company may at its sole discretion subcontract any or all work covered by this Agreement.

Article 9 - Duties

- 9.1 Building Services Maintenance Workers and Supply Clerks shall continue to perform a variety of general duties as assigned by the Company. Such duties may include, but shall not be limited to, the following:

- a. Building Services Maintenance Workers may perform duties related to the operation, maintenance, repair, and renovation of buildings and grounds. Some specific duties are:
- (1) Empty trash and deliver water to buildings 100 and 101.
 - (2) Maintain building 100 and 101's entrance ways and parking structure.
 - (3) Report on any damage to either building.
 - (4) Inventory and clean storage rooms on and off-site.
 - (5) Pick up and complete job tickets, which can include but are not limited to:
 - (a) Moving and assembling office furniture and workstations.
 - (b) Hanging items such as mirrors, clocks, shelves, bulletin boards, pictures and televisions.
- b. Supply Clerk duties:
- (1) Maintain inventory of:
 - (a) Paper in all Xerox machines.
 - (b) Coffee and water in all pantry/kitchen locations.
 - (c) Cleaning supplies.
 - (2) Order supplies from and assist various vendors as needed or directed.
 - (3) Check in all incoming delivery personnel and assist them in locating delivery destinations.

c. Both categories:

Driving Company vehicles for deliveries and pick-ups. The Company reserves the right to inspect the Employees' drivers licenses at reasonable intervals.

Article 10 - Wages

10.1 The minimum hourly rates for Building Services Maintenance Workers shall be as follows:

1/1/01 - <u>12/31/01</u>	1/1/02 - <u>12/31/02</u>	1/1/03 - <u>12/31/03</u>	1/1/04 - <u>12/31/04</u>
\$11.50	\$11.85	\$12.20	\$12.57

10.2 The minimum hourly rates for Supply Clerks shall be as follows:

1/1/01 - <u>12/31/01</u>	1/1/02 - <u>12/31/02</u>	1/1/03 - <u>12/31/03</u>	1/1/04 - <u>12/31/04</u>
\$13.50	\$13.91	\$14.32	\$14.75

10.3 If a Building Services Maintenance Worker is required to perform the functions of a Supply Clerk, he/she shall be paid the Supply Clerk hourly wage rate in increments of one (1) hour, in lieu of the Building Services Maintenance Worker wage rate.

- 10.4 a. Weekly paychecks shall contain the minimum weekly wages for the prior week and the penalties and premiums earned during the prior week.
- b. Except in the case of unforeseen circumstances beyond the control of the Company, the distribution of paychecks will be made on Thursday of each week. The Company may change payday to Friday upon notice to the Union and the Employees. Paychecks may be picked up as late as 4:00 p.m. Friday before the checks are distributed by mail. If an Employee makes a request in advance, the Company will mail the Employee his/her pay check no later than noon Friday. All remaining paychecks shall be mailed no later than 4:00 p.m. Checks may be paid by electronic direct deposit upon proper authorization from the Employee affected.

Article 11 - Hours of Work, Meals and Overtime

11.1 A regular work week for staff Employees is defined as consisting of any five (5) regular

work days, which occur within the seven (7) day period beginning at 12:01 a.m. Monday and continuing until 12:00 midnight the following Sunday. Each staff Employee shall have two (2) consecutive days off each week. For this purpose, Sunday and Monday, if consecutive, shall be considered days off. The Company may, upon notice to the Union, change the days upon which the regular work week begins and ends.

- 11.2 Each work day shall consist of seven and one-half (7-1/2) scheduled hours of work and an unpaid meal period of one-half (1/2) hour duration, for a total of eight (8) elapsed hours. The Company will give a second unpaid meal period of one-half (1/2) hour duration after eleven (11) hours elapsed since the Employee's in-time. If any work is performed during any meal period, the Employee will be paid for the entire meal period. Work shall be scheduled in such a manner that each Employee will be able to take a ten (10) minute break as close as possible to the middle of each half of the Employee's shift.
- 11.3 The schedule for days off shall be posted not later than 2:00 p.m. on Friday for the following week. Changes made after the deadline can only be made by adding time.
- 11.4 Employees shall receive the overtime rate of time and one-half (1-1/2) their straight time hourly rate for all actual work as follows:
 - a. in excess of forty (40) hours in any work week;
 - b. in excess of eight (8) hours in any work day (excluding the unpaid meal period);
 - c. on scheduled days off.
- 11.5 Employees shall receive double (2x) their straight time hourly rate for all work in excess of twelve (12) elapsed hours since their in-time on any work day.
- 11.6 Overtime shall be paid on a one-quarter (1/4) hour basis for each fraction of any one-quarter (1/4) hour worked.
- 11.7 No overtime shall be paid on overtime, and penalty pay, if any, shall not be considered overtime nor part of base pay.
- 11.8 An Employee may decline to work overtime on a scheduled day(s) off if another qualified Employee is available for such work. The Company has the sole discretion to determine whether an Employee is "qualified."

Article 12 - Vacations, Holidays and Bereavement Leave

- 12.1 Staff Employees shall be covered by the same Company policies as non-represented employees of Fox Digital for: vacations, holidays, bereavement leave. The Company

retains the unilateral right to amend, modify, substitute, terminate or add to these policies. Any amendments, modifications, substitutions, terminations or additions made to these policies will be made on the same basis for Employees as made for non-represented employees of Fox Digital.

Article 13 - Sick Leave

- 13.1 A staff Employee who is compelled to absent himself/herself from work temporarily because of illness or disability shall receive one (1) day's pay at his/her regular rate for each such day's absence other than for his/her scheduled days off.
- 13.2 Each staff Employee shall be entitled to receive up to ten (10) days' sick leave during each calendar year plus his/her unused sick leave for any prior calendar year up to a maximum of seventy-five (75) days' sick leave in any calendar year.
- 13.3 Fox Digital may require an Employee on sick leave to obtain certification of his/her illness or disability by the Employee's physician, and may also require the Employee to be examined by a physician of Fox Digital's choice, at Fox Digital's expense and on Fox Digital's time.
- 13.4 In the case of a work-related injury which causes a staff Employee to be unable to work for up to ninety (90) calendar days, and for which the Employee is receiving Workers Compensation benefits, the Company will pay such Employee a weekly benefit equal to the difference between his/her Workers Compensation and 60% of his/her regular straight time rate of pay beginning with the sixth week of his/her absence. All such Company-paid benefits will cease upon the Employee being eligible for benefits under the Long Term Disability Plan provided pursuant to this Agreement.

Article 14 - Jury Duty, Union Leave and Military Leave

- 14.1 a. A staff Employee who is required by law to serve as a juror and who presents satisfactory written evidence to his/her supervisor of a Notice for Jury Duty immediately upon receipt of such notice, will be given the necessary time off, without loss of straight time pay, from his/her regular schedule for the period during which he/she serves as a juror. The Employee must continue to report to work on those days or parts of days when excused from jury duty. Staff Employees who are called for jury duty will be paid for time served, up to ten (10) business days per year. Upon completion of jury duty, the Employee must provide the Company with verification of jury service from the court in order to be compensated. Payment received for jury duty, excluding mileage, shall be deducted by the Company from the Employee's wages upon completion of jury service.
- b. A staff Employee 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.

- 14.2 Upon two (2) weeks' prior notice by the Union, the Company may grant an unpaid leave of absence for Union activity for not more than one (1) Employee at any one time for specified periods up to one (1) week's duration. No more than four (4) such short term leaves of absence shall be available to an Employee in any calendar year.
- 14.3 Military leave will be granted in accordance with the requirements of applicable law.

Article 15 - Family and Medical Leaves of Absence

- 15.1 Family and medical leaves of absence will be granted in accordance with the provisions of the Family and Medical Leave Act ("FMLA"), applicable state law, and Company policy, subject to any conflicting provisions of this Agreement.

Article 16 - Layoffs, Severance Pay and Rehiring

- 16.1 In the event there is to be reduction of staff Employees in the bargaining unit by the Company, Employees who are laid off shall, on or before the effective date of layoff, receive a service letter from the Company. In determining which Employee(s) to lay off, the Company will consider skill, ability, experience, seniority, and other relevant factors. The Company's right to effect layoffs shall be absolute, and no layoff shall be arbitrated.
- 16.2 Staff Employees 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 two (2) weeks' notice or pay in lieu thereof, plus one (1) week's severance pay (computed by multiplying the Employee's straight time rate of pay by thirty-seven and one-half (37-1/2) hours) for each full year of continuous service. However, in lieu of the foregoing, if a Staff Employee is laid off directly as a result of subcontracting, or is laid off out of seniority, he/she 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 two (2) weeks' notice or pay in lieu thereof, plus two (2) weeks' severance pay (computed by multiplying the Employee's straight time rate of pay by thirty-seven and one-half (37-1/2) hours) for each full year of continuous service.

- 16.3 Before a new staff Employee is employed by the Company in either classification, the Company agrees to give good faith consideration to rehiring Employee(s) laid off from the same classification. In giving such good faith consideration, the Company will consider skill, ability, experience, seniority, and other relevant factors, but the decision shall be at the Company's sole discretion and shall only be grievable/arbitrable as to whether or not the Company gave good faith consideration. Such good faith consideration need only be given to Employees who have been laid off for less than one (1) year. It is agreed that where a staff Employee has been laid off and subsequently is rehired as a staff Employee by the Company, his/her length of service for any future severance pay shall date from the rehire date. In such case, his/her length of service for other benefits such as vacation shall include the period of time prior to his/her layoff but shall not include the layoff period.

Article 17 - Termination of Seniority

- 17.1 For staff Employees, seniority shall be terminated by any one of the following:
- a. resignation;
 - b. discharge;
 - c. layoff;
 - d. retirement; and
 - e. absence due to illness or disability, as follows:
 - (1) for an Employee with less than two (2) years of seniority as of the first day of absence due to illness or disability: in accordance with Company policy; and
 - (2) for an Employee with two (2) or more years of seniority as of the first day of absence due to illness or disability: seniority may not be terminated until such Employee has been absent for six (6) months.

Article 18 - Safety, Beepers and Clothing

- 18.1 All Employees covered by this Agreement shall be provided with appropriate safety equipment and/or training, as determined by the Company. If the Company provides safety equipment, Employees shall be required to utilize it.

- 18.2 If an Employee or the Union wishes to bring a safety-related matter to the Company's attention, such matter shall be brought to the Department Head and/or Human Resources in a timely manner.
- 18.3 No Employee shall be required to carry a Company-issued electronic paging or personal message device, including portable cellular phones, during non-working hours.
- 18.4 Uniforms and shoes will be provided by the Company.

Article 19 - Benefits

- 19.1 All benefits changes made as a result of the implementation of the 2001-2004 Agreement take effect as soon as feasible but in any event not earlier than the first of the month following ratification of the 2001-2004 Agreement.
- 19.2 The Company will provide all eligible staff Employees with, and pay the full cost of, the Fox Health Plan (excluding dental coverage), the Fox Vision Plan, the Fox Life Insurance Plan (2x annual base salary to a maximum of \$150,000), and the Fox Long Term Disability Plan (90 day benefit waiting period, maximum monthly benefit \$2,500). It is understood by the parties that the medical benefits (Fox Plan) provided to Employees under this Agreement are the same as the medical benefits generally provided to non-represented employees of the Company. If the Company makes any changes in the non-represented medical benefits, then the same changes will be made to the medical benefits provided to Employees under this Agreement. Notice will be given to the Union and to the Employees of any such changes, but such changes will not be subject to negotiation nor to any grievance/arbitration procedures which may exist in this Agreement, except to enforce the provisions of this Section. In the event an Employee chooses HMO coverage, he/she will only be entitled to the Fox Vision Plan if the HMO does not include vision care benefits.
- 19.3 Under the same terms and conditions as the following benefits are provided to non-represented employees of Fox Digital, all Employees shall be eligible for the Company's Employee Assistance Program and the Fox Business Travel Accident Plan at no cost to the Employee, and staff Employees shall be eligible to elect to participate in the Fox Personal Accident Insurance Plan with the cost thereof to be borne by the Employee. The Company retains the unilateral right to amend, modify, substitute, terminate or add to these benefits. Any amendments, modifications, substitutions, terminations or additions made to these benefits will be made on the same basis for Employees as made for non-represented employees of Fox Digital.

- 19.4 a. Eligible staff Employees as a group shall be deemed an “Included Unit” under the Company’s “Pension Plan for Union Employees”, a current copy of which has been received by the Union, subject to all the terms and conditions thereof, and any future changes made in the Plan by the Company to comply with applicable law.
- b. Eligible staff Employees may make voluntary pension contributions in accordance with the terms of the Plan, in any whole percentage amount between 1% and 8%.
- c. Said Employees who were participants in the Fox Pension Plan shall cease participation as of _____, 2001.
- 19.5 Employees may contribute to the Communications Workers of America 401(k) Plan through pre-tax payroll deductions in accordance with the terms and provisions of said Plan. There shall be no Company contribution.
- 19.6 Employees may opt to have pre-tax payroll deductions made to the Entertainment Industry Flex Plan for dental insurance and dependent care only.

Article 20 - Parking and Travel

- 20.1 Parking will be provided subject to Company policy and applicable law.
- 20.2 The Company shall have the right to designate the method of transportation to be used except that Employees shall not be required to use their own automobiles. If an Employee is required to travel on Company business, such travel will be handled in accordance with Company policy.

Article 21 - Successors and Assigns

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

Article 22 - Separability

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

been included.

Article 23 - Full Agreement

23.1 This Agreement constitutes the full and complete understanding between the parties and cannot be changed or terminated except by written agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2001.

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

FOX TELEVISION STATIONS, INC.

Joseph F. Champa
President
NABET-CWA Local 53

Dean S. Ferris
Senior Vice President
Employee Relations and
Administration

Michael D. Peterson
Negotiating Committee

Josue Vega
Negotiating Committee

Sector President

Sideletter #1

The parties agree that overscale Employee Abraham Valenzuela shall receive a 3% increase on each Agreement anniversary date.

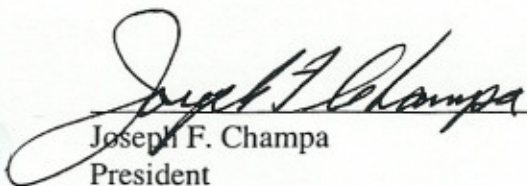
Article 23 - Full Agreement

23.1 This Agreement constitutes the full and complete understanding between the parties and cannot be changed or terminated except by written agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement on the 2nd day of April, 2001.

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

FOX TELEVISION STATIONS, INC.



Joseph F. Champa
President
NABET-CWA Local 53



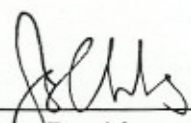
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