

A G R E E M E N T

by and between

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

AND

FOX TELEVISION STATIONS, INC.

**AIR CONDITIONING OPERATIONS, REPAIR AND
MAINTENANCE UNIT AT FOX TELEVISION CENTER**

July 1, 2010 - June 30, 2013

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AGREEMENT

FOX TELEVISION CENTER - NABET-CWA

AIR CONDITIONING OPERATIONS, REPAIR AND MAINTENANCE UNIT

Agreement, dated as of July 1, 2010 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. (Company) which owns and operates Building 101 (currently known as Fox Network Center) and Building 100 (currently known as New Executive Building), and the following two locations on a non-exclusive basis: Building 103, located at 10201 West Pico Boulevard, Los Angeles, California 90035 and 1440 Sepulveda, hereafter referred to as "Premises".

BASIC PRINCIPLES

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

ARTICLE 1 **RECOGNITION AND WARRANTY**

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

ARTICLE 2 **SCOPE OF UNIT**

- 2.1 The term "employee" as used in this Agreement applies to all technicians engaged in operation, repair and maintenance of air conditioning on the Company premises.
- 2.2 The categories of Technicians for the purpose of this Agreement, when it is intended to differentiate among the Technicians, are as follows:

(a) **Building Technician**

Operate, maintain and repair boilers, heating apparatus, compressors, refrigeration and air conditioning equipment, pumps, fans or any other equipment associated with or appurtenant to the air conditioning plant.

Operate computerized energy management systems such as Control System International and their sensors.

Perform such general maintenance functions (i.e. electrical, plumbing and computer cable running) as the Employer in its sole discretion may direct.

(b) General Technician

Perform such general maintenance functions (i.e. electrical, plumbing and computer cable running) as the Employer in its sole discretion may direct.

(c) Technician in Charge

The duties of the Technician in Charge shall include but not be limited to: assigning work; scheduling maintenance; verify completion of work; and scheduling of manpower.

(d) Per Diem Technician

Perform such duties as covered in Section 2.2(a) and/or Section 2.2(b) above. The Company reserves the right to select and employ, at its sole discretion, qualified employees to perform work on an ad hoc basis. The Company may choose to utilize various resources in its selection process, including but not limited to labor unions, local trade tech institutions, colleges, etc. The Company will make a reasonable effort to employ qualified individuals referred by NABET Local 53. The Company shall not employ more than two (2) Per Diem Technicians at any one time. However, if the Company's staffing needs exceed the maximum Per Diem hire as stipulated herein, both the Union and the Company agree to meet and confer on the issue. Further, it is agreed that the Union shall not unreasonably deny the Company's request for a waiver.

Per Diem Technicians shall be limited to fifteen (15) weeks or six hundred (600) hours of work per calendar year. The Company makes no guarantee, either express or implied, for future employment; however, a Per Diem Technician is guaranteed a minimum of eight (8) hours of work for the day s (he) is hired. Per Diem Technicians are not subject to nor entitled to benefits as otherwise covered under the Collective Bargaining Agreement; specifically, the following provisions shall not apply to Per Diem Employees: Sections 8.2, 8.3(a) [notification], 8.6, Articles 10, 12, 13, and 14.3, as it pertains to earning and/or accruing compensatory time/days; 14.4, and 19.

Use of Per Diem Technicians will not cause a reduction in staff or directly result in the layoff of bargaining unit personnel.

2.3 The department manager may operate and perform, repair and do maintenance on air conditioning equipment.

- 2.4 Other employees of the Company, who have been properly instructed, may turn the air conditioning for Studio 2A and 2B on and off as necessary.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 All rights not specifically modified in this Agreement are reserved to Management.

ARTICLE 4
NO STRIKE-NO LOCKOUT

- 4.1 During the term of the Agreement, the Company will not lock-out any employees covered by this Agreement; and the Union will not permit a strike, slowdown, or any other action interrupting the service or operation of the Company, and the employees will perform the duties regularly and customarily performed by them for the Company.
- 4.2 The Company shall not take disciplinary action against a Technician for refusal to cross a picket line which has been established by the Company's employees at the Center as a result of any authorized strike by members of the AFL-CIO; nor shall the Union take disciplinary action against a Technician who chooses to cross a picket line which has been established by the Company's employees at the Center as a result of any authorized strike by members of the AFL-CIO.

ARTICLE 5
UNION SECURITY

- 5.1 Union Shop

As a condition of employment, all employees referred to in Section 1.1 shall, thirty (30) days after the date of execution of this Agreement, or in the case of new employees, thirty (30) days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of this Agreement. The Company will, within seven (7) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender membership dues or initiation fees, as required by the preceding sentence.

5.2 Non-Discrimination

- (a) 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 Technicians are in accordance with the provisions of the Labor Management Relations Act of 1947, as amended.
- (b) Neither the Union nor the Company will discriminate against any employee because of race, religion, creed, sex, sexual orientation, age, color, veteran status, marital status place of national origin or disability in accordance with applicable law. Alleged violations of this section (b) shall be grievable, but not arbitrable.

5.3 Notification of Employment

The Company agrees to notify the Union in writing within ten (10) days of the date of employment, the name, address, Social Security number and hourly rate of each new employee covered by this Agreement.

5.4 Check-Off

- (a) Upon receipt of a signed authorization of the employee involved, in the form set forth in (d) below, the Company shall deduct from the employee's pay check the Union initiation fee, the amount of which will not be unreasonable, and the dues payable by the employee 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 (c) below. Deductions shall be made on account of Union dues from the first pay check of the employee after receipt of the authorization and weekly thereafter. Deductions of Union dues shall not be made from severance pay.
- (c) Deductions for initiation fee and dues shall be calculated by the Company no later than the twentieth (20th) day of the month following the deductions, shall include all deductions made 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 Television Center) 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 ten (10) 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 ten (10) day period.

Signature _____ Date: _____

ARTICLE 6 **SETTLEMENT OF DISPUTES**

6.1 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 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 parties 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 arbitration shall be conducted in Los Angeles, California, by a single arbitrator pursuant to the then-obtaining Voluntary Labor Arbitration Rules of the American Arbitration Association, with each party bearing half the costs and expenses of the arbitrator. The arbitrator shall not have any authority, power or right to alter, amend, change, modify, add to or subtract from any of the terms and provisions of this Agreement, nor to award any monetary damages for a period prior to ninety (90) days from the institution of Step 1 of the grievance procedure.

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

6.2 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 provisions of Section 4.1.

ARTICLE 7 SUBCONTRACTING

- 7.1 (a) The Company may at its sole discretion subcontract installation and major repairs.
- (b) The Company may at its sole discretion subcontract other work covered by Article 2. The Company will notify the Union of such decision and upon request, will meet and discuss the issue.

ARTICLE 8 WORKING TIME

8.1 Work Week and Work Day

- (a) The work week for employees covered by this Agreement is defined as the period of time between 12:00 a.m. Monday and 11:59 p.m. Sunday and shall consist of five (5) days in each week.
- (b) A work day shall consist of eight (8) consecutive elapsed hours in any one (1) day, consisting of seven (7) hours of work and one (1) hour compensated meal period, during which the employee will be completely relieved from duty. Meal periods shall be compensated by a fee equivalent to one (1) hour of the employee's applicable hourly rate in effect at the time the meal is given. Meal

period shall not be considered as time worked, even though they are compensated. In the event that the Company schedules and/or assigns an employee to work an additional one (1) hour beyond the basic seven (7) hours (excluding the paid unworked meal period), such shall not be considered overtime for any purpose, and shall be paid at the employee's straight time rate of pay. At its sole discretion, the Company may schedule and/or assign such additional one (1) hour of work at the end of the employee's shift. If the employee works eight (8) hours without a meal period, then overtime shall begin at the start of the ninth elapsed hour.

8.2 Days Off

- (a) Each employee 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. Split days off can be scheduled with mutual agreement between the Company and the employee.
- (b) Nothing in the above Section shall be deemed to prevent an employee from working on his/her scheduled day(s) off on an overtime basis.

8.3 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. The schedule shall be posted not later than 6:00 p.m. of Wednesday for the following week's work. The Company may change an employee's start time upon twenty-four (24) hours notice to the affected employee. If less notice is given, changes can be made only by adding overtime. Such notice shall be considered given as of the time it is received by the Technician, personally, by a responsible person at the Technician's home or by the Technician's answering service or telephone answering machine. Notwithstanding the above, the minimum required twenty-four (24) hour notification is not applicable to Per Diem Technicians upon initial engagement. Re-hire and/or re-assignment of the same or another Per Diem Technician to perform work after the completion and/or termination of the original assignment does not violate this provision. Further, upon completion and/or termination of the original assignment, as determined by the Company, each subsequent (re)assignment and/or (re)hire shall be considered as and treated as an 'initial engagement' and is not subject to the minimum notification requirements as otherwise set forth within this provision.
- (b) In such situations where an employee is scheduled to start a second shift during the same calendar day, such time shall be considered a new workday for the purpose of calculating overtime, meal periods, etc. This provision may only be applied one time during an employee's scheduled work week. In addition, the employee must have a minimum of 12 hours rest between end of first shift and start of second shift during such day.

8.4 Meal Periods

- (a)
 - (i) Employees shall be scheduled to receive a compensated one (1) hour meal period. Such meal period shall commence not earlier than two (2) hours after the employee's start time and shall end on or before six and one-half (6-1/2) hours after the employee's start time.
 - (ii) In the event an employee, with prior approval, is required to miss a meal the employee will receive premium pay of nine dollars and fifty cents (\$9.50) plus one (1) hour of overtime.
- (b)
 - (i) If more than ten (10) hours have elapsed since an employee's start time, the employee shall be scheduled to receive a second paid one-half (1/2) hour meal period. Such meal period shall commence not earlier than ten (10) hours after the employee's start time and shall end on or before twelve (12) hours after the employee's start time. Meal periods of one-half (1/2) hour duration subsequent to the second meal shall be scheduled for each four (4) hours of work following the previous meal.
 - (ii) In the event an employee with prior approval does not receive the second or subsequent meals, the employee will receive premium pay of nine dollars and fifty cents (\$9.50) plus one (1) hour of overtime for each meal missed.

8.5 Rest Periods

The Company will provide employees with two (2) ten minute breaks during the course of the day.

8.6 Emergency Assignment

In the event of an emergency, an employee may be called into work. Such work will be compensated at two (2) times the employee's hourly rate with a three (3) hour minimum at that rate.

8.7 Telephone Calls

Problems occurring when the unit is unstaffed will be directed by phone to the working supervisor and to the department manager.

8.8 Turnaround

The Company will make every effort not to regularly schedule employees with less than twelve (12) hours of rest between work days or less than thirty-six (36) consecutive hours of rest on a day off or sixty (60) consecutive hours of rest on two (2) days off. Any incursion into this turnaround rest period will result in a premium payment of an additional three dollars and ninety cents (\$3.90) an hour.

ARTICLE 9
PAY

9.1 Wages

(a) The Company has the right, in its sole discretion, to grant merit increases to any Technician.

Employees shall receive the following minimum hourly wages:

	<u>07/01/10</u> <u>06/30/11</u>	<u>07/01/11</u> <u>06/30/12</u>	<u>07/01/12</u> <u>06/30/13</u>
<u>Building Technician</u>			
0 - 12 months	\$32.64	\$33.29	\$33.96
13+ months	\$34.83	\$35.53	\$36.24
<u>Per Diem Technician (Bldg)</u>	\$36.57	\$37.30	\$38.05
	<u>07/01/10</u> <u>06/30/11</u>	<u>07/01/11</u> <u>06/30/12</u>	<u>07/01/12</u> <u>06/30/13</u>
<u>General Technician</u>			
0 - 12 months	\$24.18	\$24.66	\$25.15
13+ months	\$26.20	\$26.73	\$27.26
<u>Per Diem Technician (General)</u>	\$27.51	\$28.06	\$28.62
	<u>07/01/10</u> <u>06/30/11</u>	<u>07/01/11</u> <u>06/30/12</u>	<u>07/01/12</u> <u>06/30/13</u>
<u>Technician in Charge</u>			
	\$38.32	\$39.09	\$39.87

9.2 Upgrades

In the event that a Technician performs work for one-half (1/2) or more of his/her shift within a higher classification than that to which the Technician is regularly assigned, the employee shall be paid at the appropriate wage scale for the higher classification for not less than the full tour of duty. This section applies to upgrades in each category level (Building Technician, General Technician, and Technician in Charge).

9.3 Pay Checks

The employees' weekly pay checks shall contain:

- (a) the minimum weekly wages for the prior week; and
- (b) the penalties and premiums earned during the week preceding such prior week.

The Employer may also implement a bi-weekly pay schedule.

9.4 Expense Reimbursement

Expenses incurred by employees 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.

9.5 Clothing

Uniforms (including safety shoes) will be supplied by the Company and are required to be worn by the Employee(s).

9.6 No Pyramiding, Overtime and Premium Pay

In no event shall:

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

9.7 Insurance

- (a) Regular Staff Technicians shall be eligible for coverage under the Company's Medical Benefit Plan, including vision and dental, under the same terms and conditions provided to non-represented Employees of the Company. Effective July 1, 2010, Technicians electing to participate in Company's medical benefit plan shall make weekly contributions in line with current rates offered to non-represented Employees of the Company.

It is understood by the parties that the medical benefits provided to employees under this Agreement are the same as the medical benefits 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 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 the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section.

The Company will provide all eligible employees with, and pay the full cost of Group Life Insurance coverage in the amount of two (2) times the employee's annual base salary/maximum of \$150k; Group Accidental Death & Dismemberment coverage in the amount of one and one-half (1.5) times the employee's annual base salary/maximum \$20k; Group Long Term Disability coverage in the amount of sixty percent (60%) of the employee's base salary with a maximum payout of \$2,500 per month after a benefit waiting period of ninety (90) days and Business Travel Accident insurance under the Fox Entertainment Group, Inc. Benefit Plans.

The Company will provide all eligible employees with, and pay the full cost of, Group Life Insurance coverage, Group Accidental Death & Dismemberment coverage, Group Long Term Disability coverage and Business Travel Accident insurance under the Fox Television Stations, Inc. Group Benefits Plan for Union Employees.

- (b) As of January 25, 1992, eligible employees covered by this Agreement as a group shall be deemed an "Included Unit" under the Pension Plan for Union Employees of Fox Television Stations, Inc., a copy of which has been previously delivered to the Union, subject to all of the terms and provisions thereof and as may be amended from time to time. This Agreement reflects an unreduced pension at age 62, rather than age 65. Any changes, amendments, additions, subtractions, deletions or modifications of any kind to the Pension Plan covered under the Collective Bargaining Agreement between NABET and Fox Television Stations, Inc. for Fox Digital (Engineering), shall be applied in kind, in whole or in part, to the Pension Plan covered under this Agreement and is not subject to further negotiation.
- (c) Technicians may opt to have pre-tax payroll deductions made to the Entertainment Industry Flex Plan for dental insurance and child care only. The Company will allow participation in the Fox Flexible Spending Account for Health Care and Group Universal Life.
- (d) 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.
- (d) Employees are also eligible for Long Term Care (LTC). LTC is voluntary and shall be paid solely by the employee with no company contribution.

9.8 Night Differential

An employee who is assigned to work between the hours of twelve midnight and 7:00 a.m. shall be paid a night differential premium pay of three dollars and twenty-five cents (\$3.25) per hour for all such hours worked.

9.9 Training Program

A Technician who is assigned to train another Technician will receive a fee of one dollar and twenty five cents (\$1.25) per hour for such actual time he/she is so assigned.

9.10 On-Call

On-call is time outside of scheduled work time during which a Technician is required to carry a Company-provided electronic paging or personal message device and be available for immediate return to work. For purposes of this Section only, "immediate return to work" is defined as arrival at work within one (1) hour of receiving the page. The Company has the sole discretion to determine the need for and the assignment of on-call time. For each hour that a Technician is on-call during his/her scheduled time off, he/she shall receive a ten percent (10%) per hour premium. Time spent in on-call status but not actually worked is not considered as time worked.

9.11 1440 Introductory Premium

During the first year of the contract, employees will receive an additional \$2/hour for all time worked while performing at 1440. After the initial one year introductory premium payment, there will be no additional compensation earned for those employees performing work at 1440. Examples of 1440 Compensation will be as follows:

- a.) If an employee works a full day at 1440 (ie: starts and ends the day at 1440), during the first year of the contract, employee will receive an additional \$2/hour actually worked at the location. No additional compensation will be given after the one year period. There would be travel expenses incurred as a result of a full day at 1440.
- b.) If an employee starts the workday on the lot and ends the workday at 1440, the employee would be reimbursed for any travel expenses incurred as outlined in section 15.3 below for the travel from the lot to 1440, if the employee is required to use their own vehicle.
- c.) If an employee starts the workday at 1440 and ends the workday on the lot, the employee would be reimbursed for any travel expenses incurred as outlined in section 15.3 below for the travel from 1440 to the lot, if the employee is required to use their own vehicle.
- d.) If the employee starts the workday on the lot, goes to work at 1440 and then returns to the lot to complete the day, the employee would receive travel related reimbursements for the trip to 1440 and the trip coming from 1440, if the employee is required to use their own vehicle.

ARTICLE 10
EMPLOYMENT RELATIONSHIPS

10.1 Company Seniority

Total Company seniority is measured by the length of service with the Company and is the controlling factor with respect to severance pay and length of vacation.

10.2 Layoffs

(a) In the event there is to be a reduction in the staff of 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. Layoff shall be by inverse order of seniority within each classification.

(b) Employees who are laid off shall receive advance notice of such termination equal to one (1) week's notice for each year of service completed up to a maximum of two (2) 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 twenty (20) weeks' severance pay.

(c) In the event a reduced work force due to layoff(s), Per Diem Technicians will be released from performing work prior to layoff(s) of regular, staff Technicians.

10.3 Discharge

The Company may discharge an employee for just cause. Notice of such discharge will be in writing and a copy sent to the Union. The Union may grieve and arbitrate such action.

10.4 Probationary Period

All employees shall be probationary employees for a period of ninety (90) calendar days from the date of their employment. Probationary employees may be terminated by the Company for any reason without recourse to the grievance and arbitration procedures of this Agreement. The Company may waive or shorten the probationary period. The Union will not reasonably deny the Company's request to extend the probationary period of any Employee.

10.5 Drivers Licenses

The Company reserves the right to inspect the Employee's driver's licenses at reasonable intervals.

ARTICLE 11
OVERTIME

11.1 Overtime

- (a) Employees 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 in any work day;
 - (iii) on scheduled day(s) off.
- (b) Employees shall receive double their regular rate of pay for all work in excess of twelve (12) elapsed hours since his/her start time on any work day with exception of the provisions outlined in 8.3(b).

11.2 Nature of Overtime

An employee may decline to work overtime on a scheduled day(s) off if another qualified employee is available for such work.

ARTICLE 12
VACATIONS

12.1 Vacations

- (a) Vacations may be taken at any time mutually agreeable to the Company and the employee. In cases of conflict among unit members, seniority shall determine preference. Employees shall obtain adjacent days off at the beginning or end of vacation weeks if requested two (2) weeks in advance. Employees shall receive vacation with pay based on length of service as of January 1st as follows:

Length of Service

0-1 year

1-4 full years

5-14 full years

15+ full years

Vacation Time

1 day per month, maximum 10 days, commencing first of month following 1 full month of employment.

2 weeks

3 weeks

4 weeks

- (b) Employees will submit vacation requests on or before March 1 of each year. The Company will make every effort to accommodate vacation requests.

- (c) The Company, based on emergency needs, may cancel/ postpone an employee's vacation. Vacation will be rescheduled as soon as it is mutually convenient for the Company and the employee.
- (d) An employee shall receive, upon advance written request, the wages that he/she would have otherwise received during his/her vacation. The request should be submitted fourteen (14) days prior to the start of the employee's vacation.
- (e) Vacation time earned and/or accrued by Employees prior to January 1, 2008, shall be credited and "grandfathered" under the Agreement, to the extent that such time will not be lessened, modified or otherwise altered. Commencing January 1, 2008, "new" (i.e. not "grandfathered") vacation time must be expended within twelve (12) months from the date and calendar year in which said vacation time was earned. If "new" vacation is not expended within the aforementioned 12-month period, the employee will be allowed to carry over half of that vacation period into the next year. At the end of the carry over year, any unused vacation would be paid out to the employee.

12.2 Illness or Injury during Vacation

Should an employee incur illness or injury requiring confinement and/or hospitalization during the course of his/her vacation, those days previously scheduled as vacation days on which the employee is confined and/or hospitalized may, at the employee's election, be charged to sick leave.

ARTICLE 13 LEAVE OF ABSENCE

13.1 Sick Leave

- (a) An employee who is unable to report to work temporarily because of illness or disability shall receive eight (8) hours' pay at the employee's regular rate for each day's absence, other than for scheduled days off, in accordance with the following:
 - (i) Each employee shall be entitled to receive up to ten (10) days' sick leave during each calendar year.
 - (ii) Unused sick leave may be carried over from the previous year up to a maximum of sixty-five (65) days. Any fractional days will be rounded up to a whole day.
- (b) The Company 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 the Company's choice, at the Company's expense and on the Company's time.

13.2 Union Purposes

Upon two (2) weeks prior notice by the Union, the Company will grant a leave of absence without pay for Union activity for not more than one (1) employee at any one time for specified periods up to one (1) year's duration.

13.3 Military Leave

An employee returning from service in the United States Armed Forces shall be given seniority credit for such service if honorably discharged and reporting for work within ninety (90) days after such discharge in accordance with applicable Federal Law. Company Military Leave will conform with State and Federal Law.

13.4 Other Leaves

A leave of absence may be granted to an employee upon written request and the approval of the Company. The granting or denial of any such leave by the Company shall be at its sole discretion, not subject to grievance or arbitration. Upon return of an employee from such leave of absence, the employee shall be re-employed in the position held immediately preceding such leave, and for the purposes of seniority, the time of such leave, not to exceed ninety (90) days, shall be considered as time worked as an employee.

13.5 Jury Duty

A regular employee 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 the regular schedule for the period during which that person serves as a juror. Should required jury service go beyond a reasonable period of time (i.e., more than four (4) weeks), payment of full salary to the employee is subject to review. Such employee is expected to report to work on any day jury duty hours reasonably permit. Any fees received for jury service by the employee must be remitted to the Company.

13.6 Bereavement Leave

A regular employee will be granted a leave of absence of three (3) days with pay in the event of a death in the immediate family (parents, parents-in-law, husband, wife, non-spouse domestic partner, children, brothers, sisters, grandchildren and grandparents). Additional leave may be granted at the discretion of the Company. If bereavement occurs during vacation, the vacation will not be reduced as a result of such bereavement leave.

ARTICLE 14
HOLIDAYS

14.1 The following shall be deemed holidays under this provision, irrespective of the day of the week on which the holiday may fall:

New Year's Day	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday

14.2 If an employee is required to work on any of the aforesaid holidays, that person shall receive compensation at the rate of one and one-half (1-1/2) times his/her straight time rate of pay for all straight time hours worked, and at the rate of two (2) times his/her straight time rate of pay for all overtime hours worked, In addition, the employee will receive, by mutual agreement of the employee 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 employee's straight time rate.

Employees 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.

14.3 If an employee is required to work on any of the aforesaid holidays, and such holiday is on such employee's scheduled day off, that person shall receive compensation at the rate of two (2) times his/her straight time rate of pay for the first eight (8) hours of work and at the rate of two and one-half (2-1/2) times his/her straight time rate of pay for all hours worked in excess of eight (8), plus a compensating day off at a time mutually agreed. Such compensating day off must be used within one (1) year of the date in which earned and exhaust the usage of such days prior to using vacation. Per Diem Technicians are not eligible to earn and/or accrue compensating days off.

14.4 If the holiday falls on an employee's day off, vacation, or leave of absence (per Article 13), that person shall receive one (1) extra paid day off, to be scheduled by mutual agreement between the Company and the employee.

14.5 As soon as practicable each calendar year, the Company will provide the Employee and the Union with a list of dates on which holidays, excluding the floating holiday, are to be observed.

ARTICLE 15
TRAVEL

15.1 **Methods of Transportation**

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

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

15.2 **Travel Time**

When an employee is assigned to a location outside of his/her regularly assigned place of work, all time spent in travel from his/her regularly assigned place of work to such location and return shall be credited as time worked; provided, however, that if the employee is assigned to begin and/or end the day at a location other than the regularly assigned place of work, then only if the time it takes traveling to such location from home and/or such location to home is in excess of the time it normally takes traveling between home and the regularly assigned place of work and/or return shall the excess travel time be credited as work time. If the duration of an assignment at such location exceeds one (1) day, and travel by common-carrier equals or exceeds eight (8) hours in any one (1) day, the employee shall only be credited with eight (8) hours work time for travel on such day; or if such travel outside of the work day is less than eight (8) hours within one (1) day, then the employee shall have credited the hours actually worked on such day and with a minimum work time credit for both travel and work of eight (8) hours for such day. In no event shall any credit be allowed for time spent in traveling between midnight and 8:00 a.m. where reasonable sleeping accommodations are provided.

15.3 **Automobiles**

Employees who consent to use their automobiles when the Company requests the same (other than for the mileage between the employee's home and the regular place of work) shall be reimbursed on the basis of the applicable IRS rate with a minimum of five dollars (\$5.00) for each day, plus parking fees.

ARTICLE 16
TOOLS

16.1 The Company will supply employees with the necessary tools of the trade.

ARTICLE 17
FULL AND COMPLETE AGREEMENT

- 17.1 This Agreement constitutes the full and complete understanding between the parties and cannot be changed or terminated orally.

ARTICLE 18
TRAINING

- 18.1 The Company will pay the cost of any training programs required or approved by the Company which are related to the job functions of Air Conditioning personnel which are necessary to upgrade and/or maintain their skills.
- 18.2 When installation and major repairs are subcontracted, the Company will assign one (1) or more employees as needed during the installation/repair process for educational and/or training purposes. The Company has the sole discretion to determine if such assignment is needed and, if so, how many employees to assign. After equipment is installed, the Company shall provide appropriate employees with the training necessary to operate, maintain and repair it. The foregoing provisions do not modify the Company's ability, as set forth in Article 7, to subcontract installations, major repairs, and other work covered by Article 2.

ARTICLE 19
LICENSES

- 19.1 The Company will reimburse the employee for the cost of any licenses, verification and endorsement fees, refrigeration certificate fees, when required by the City, County, State or Federal Governments, in connection with an assignment or Company requirements.

ARTICLE 20
SAFETY

- 20.1 The Company will assign two (2) employees whenever working with live electricity (current that cannot readily be disconnected) in a hazardous situation. Appropriate safety equipment will be provided by the Company.

ARTICLE 21
TERM OF AGREEMENT

- 21.1 This Agreement shall become effective on July 1, 2010, and shall remain in effect until midnight, June 30, 2013. Should either party desire to negotiate a new Agreement, notice shall be given by registered mail to the other party not less than sixty (60) days but not more than ninety (90) days prior to June 30, 2013.
- 21.2 If such notice is not given, this Agreement shall remain in force for a further period of one (1) year and from year to year thereafter unless notice of termination is given as

provided above.

- 21.3 This Agreement shall be binding upon the parties, and their respective successors and assigns, except that such Agreement shall only be binding upon the successors and assigns of the Company in the event that the Company sells its continuing operation at 10201 West Pico Boulevard (i.e., Building 101 - Fox Network Center, Building 100 - New Executive Building, and on a non-exclusive basis, Building 103 and 1440 Sepulveda) to a buyer who continues to operate it at 10201 West Pico Boulevard.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 15th day of July, 2010.

NABET-CWA Local 53

FOX TELEVISION STATIONS, INC.

BY: James C. Joyce
James C. Joyce
Sector President,
NABET-CWA

BY: Dean S. Ferris
Dean S. Ferris
Executive Vice President
Labor Relations

DATE: 7/15/2010

DATE: 7/1/10

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

DATE: 7-9-10

BY: Enoc Rivas
Enoc Rivas
Negotiating Committee

DATE: 7/9/2010