

**NE&O and NABET-CWA Local 53
Company Last and Final Proposal
December 2, 2011**

Last and Final Offer

This document constitutes the Company's Final Offer to the members of NABET-CWA Local 53 at Fox NE&O in Los Angeles, CA. Throughout the document a "strikethrough" will delete current language while the "underlines" adds or changes language. It is understood that the document is subject to ratification by the Union.

Retroactivity

The prior bargaining agreement expired on June 30, 2011 and the new Agreement will be retroactive to July 1, 2011 provided that it is ratified by January 15, 2012. If the Agreement is not ratified by that date, retroactivity will be "off the table."

Drafting of New Agreement

Upon notification from the Union that this offer has been ratified, the Employer will submit to the Union a drafted document for review and execution. It is requested that the Union execute the document and then mail originals for counter signature to the undersigned.

**ENGINEERING AGREEMENT BETWEEN
FOX NETWORK ENGINEERING & OPERATIONS AND NABET-CWA LOCAL 53**

Agreement, dated as of July 1, 2009 2011, 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 Network Engineering & Operations~~" or "~~NE&O~~").

Comment [MC1]: TA Throughout. 4/22/2011.

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~~ NE&O to perform the services set forth in Trade Jurisdiction (Section 6.02) within the

area (Section 6.01), except ~~fifteen (15)~~ sixteen (16) named Engineering Management personnel at ~~Fox Digital NE&O~~ (a list of whom shall be provided to the Union by ~~Fox Digital NE&O~~ 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 national or 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. Any 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.

Comment [MC2]: TA changes in this Sub section April 22, 2011 at 11:21 am.

(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~~ **NE&O** 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~~ NE&O 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~~ NE&O) 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 affected by written notice by registered mail to the Company and the Union within such thirty (30) day period.

Signature _____ Date _____”

Comment [MC3]: Union provided current form and changes will be incorporated herein. Also, verified that a separate form will be used by NE&O for the on-boarding process.

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 NE&O's employees at Fox Digital NE&O'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 NE&O's employees at Fox Digital NE&O'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 NE&O~~. 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 NE&O~~ 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 NE&O~~ may broadcast programs or any other material controlled by other than ~~Fox Digital NE&O~~ and which is not exclusively used by ~~Fox Digital NE&O~~ and shall not be required to assign Engineers to the pick-up of such programs or material. Additionally, ~~Fox Digital NE&O~~ shall not be obligated to use its Engineers on programs exclusively used by ~~Fox Digital NE&O~~ 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 NE&O~~ shall not be obligated to use its Engineers on programs exclusively used by ~~Fox Digital NE&O~~ for which ~~Fox Digital NE&O~~ purchases the underlying copyright from an independent third party. Such programs shall not be subcontracted by ~~Fox Digital NE&O~~ to an independent third party for the purpose of evading contractual obligations with the Union. Upon request from the Union, ~~Fox Digital NE&O~~ will provide to the Union a copy of any license, copyright or production agreement with an independent third party. ~~Fox Digital NE&O~~ 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 NE&O~~'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 NE&O~~. (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 NE&O~~.);
 - (iv) for telephone company microwave relay equipment, wherever located. Additionally, within a seventy-five (75) mile radius from ~~Fox Digital NE&O~~,

~~Fox Digital NE&O~~ 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 NE&O~~'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 NE&O~~ 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 NE&O~~ 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 NE&O~~ 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 NE&O~~. 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 NE&O~~, 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 NE&O~~ if ~~Fox Digital NE&O~~ 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 NE&O~~, the duplication of which, if any, is controlled by ~~Fox Digital NE&O~~, shall be made by Engineers except when ~~Fox Digital NE&O~~ 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 NE&O~~ 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 NE&O~~ 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 NE&O~~ 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 NE&O~~ 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 NE&O~~ where such equipment is normally operated by Engineers, for any purpose other than live or delayed broadcast to air by ~~Fox Digital NE&O~~, or the playback of other material on the premises of ~~Fox Digital NE&O~~, 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 NE&O~~'s studios other than in areas of ~~Fox Digital NE&O~~ 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 NE&O~~ 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 NE&O for broadcast purposes (however, an Engineer shall be assigned to the removal of such technical equipment from Engineering operational areas of Fox Digital NE&O).

- (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 NE&O 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.

During the most recent round of negotiations the parties spent considerable time discussing the plethora of technological and workflow changes that have occurred in recent years that impact bargaining unit work, specifically, the intersection between Graphic Arts and Editing.

As the parties acknowledged, there has been considerable cross over between the work performed by IATSE represented Graphic Artists and NABET represented Editors. This crossover was historically dealt with through successive rounds of bargaining.

The parties have agreed that for the duration of this Agreement, there will be full cross utilization permitted between Graphic Artists and Editors. This cross utilization is not intended to supplant Editors with Graphic Artists and it is expressly understood that when a job assignment requires predominately Editing duties, such a position will be occupied by a bargaining unit member. It is further understood that the Union's jurisdiction is not diminished nor enhanced by this Agreement.

As a result of this Section, NABET-CWA Employees covered by the terms and conditions of this Agreement will not be required to maintain "dual cards" in order to perform the cross-utilized work described herein.

In no event shall Graphic Artist or Operator perform audio editing or the final audio mix for air.

~~(See Sideletter II re: Electronic Graphics)~~

Comment [MC4]: Also, Delete current Sideletter #2. TA - July 12, 2011 @ 3:18pm.

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 NE&O~~ 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 NE&O~~ 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.

(e) Non-Exclusive Jurisdiction –

- a. Maintenance and Systems Engineering work performed in building 103 may be performed on a non-exclusive basis.

New and Emerging Media (Add language from S/L #8).

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.~~

Comment [MC5]: Deleted. This section is included in New Joint Labor Management Committee Sideletter.

- 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.

Section 6.03

New Equipment

- (a) In the event Fox Digital NE&O 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 NE&O 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 NE&O, and if as the result of such change, the work of such Engineer becomes more difficult or onerous, Fox Digital NE&O 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 NE&O's stages includes a lease of the technical equipment which would be operated by Engineers if Fox Digital NE&O were using such stage, Engineers will be used to operate such technical equipment unless it is not possible for Fox Digital NE&O to arrange with the lessee to do so. 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 NE&O will not lease stages for the purpose of evading its obligations. This Section is inapplicable to technical equipment which is leased by Fox Digital NE&O for use off Fox Digital NE&O'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~~ NE&O 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~~ NE&O 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~~ NE&O'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 therefore. 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.

Comment [MC6]: Fixed Typo.

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 for each Group in the NABET Engineering Lounge at convenient places for each Group. Additionally, the schedules may be e-mailed to authorized individual Employee accounts or via Company e-mail. 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~~, voicemail ~~at the Engineer's home~~ or to another number supplied by the Engineer.

Comment [MC7]: TA. April 22, 2011 at 12:20 pm.

- (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 NE&O.

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 hour in length, except that meal periods at the end of a shift ("walk-away meals") will be one-half (1/2) hour in length. "Walk-away 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 "walk-away meals"). Engineers shall be completely relieved from

Comment [MC8]: Fixed Typo.

Comment [MC9]: Fixed Typo.

Comment [MC10]: Fixed Typo.

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 (½) 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 (½) 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 (½) 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 (½) 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.

WAGES- All wages contained in this section will be increased as follows:

- Year 1 (July 1, 2011 through June 30, 2012) – 2%
- Year 2 (July 1, 2012 through June 30, 2013) – 2%
- Year 3 (July 1, 2013 through June 30, 2014) – 2%
- Year 4 (July 1, 2014 through June 30, 2015) – 2%

07-01-2009	07-01-2010
06-30-2010	06-30-2011

<u>Group A</u>	\$49.496	\$50.486
Engineer in Charge		Technical Director
Studio		<u>Video Craft</u> Editor
Field		Production Audio Mixer
TOC		TOC Engineer
Video Tape Media Resource		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		<u>Video Craft</u> Editor
Field		Lighting Director-3 (LD-3)
TOC		Production Audio Mixer
Video Tape Media Resource		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 Craft Editor
Field	Post Production Audio Mixer
TOC	Production Audio Mixer
Video Tape Media Resource	EFP Camera
Master Control	SNG Camera
Audio	TOC Engineer
Video	News Editing Editor
	Robotics Operator
	Lighting Director-2 (LD-2)
	Lighting Shop Assistant
	Steadicam

Comment [MC11]: Modified, August 4, 2011 (moved from group "d").

<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	Teleprompter
Production Audio Mixer	

Group E Engineer

Utility

*Teleprompter

0-1 year	\$16.40	\$16.73
Over 1 year	\$19.71	\$20.10

*This applies to Engineers hired on or after July 1, 2011.

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
	06-30-2010	06-30-2011
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) For any Employee hired as a Regular Engineer on or before June 30, 2011, 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. It is expressly understood that this provision does not apply to any Regular Engineer hired on or after July 1, 2011.
- (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 as a Regular Engineer.
- (c) For any Employee hired as a Regular Engineer on or before June 30, 2011, 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. It is expressly understood that this provision does not apply to any Regular Engineer hired on or after July 1, 2011.

For any Employee hired as a Regular Engineer on or after July 1, 2011, such employee will not be eligible for the defined benefit Pension Plan as described above. Such Employees shall instead, be eligible to participate in the Fox Defined Compensation Plan or "enhanced 401(k). It

is expressly understood that Regular Engineers covered by the provisions of this paragraph are NOT eligible for participation in the CWA-SRT, as described in Sub-Section (c), above or the Pension Plan as describe in Sub-Section (a), above.

Comment [MC12]: Need to completely flush out this language and receive approval from the Company Benefits Dept. for the actual language to be used.

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~~ NE&O 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 NE&O may place such prospective Engineer on any step of the wage escalator.