

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

Benefits- Increased as follows:

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

- (m) Daily Engineers will receive paid time off as follows:

- (i) PTO Qualification: Daily Engineers who have worked the following listed hours (all hours worked) for Fox Digital NE&O in each of the previous two (2) calendar years shall receive paid time off as follows in the following vacation year (February 1 through January 31):

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

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

<u>Hours</u>	<u>PTO Days</u>
1000	<u>6-9</u>
1160	<u>7-10</u>
1240	<u>9-12</u>
1320	<u>10-13</u>
1400	<u>12-15</u>

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

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

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

Each January, ~~Fox Digital NE&O~~ will notify the affected Daily Engineers and the Union

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

- (n) In the event the Company permanently ceases employing a Daily Engineer who has qualified for ten (10) days of paid time off, such Daily Engineer shall be paid for all scheduled time posted or five (5) days, whichever is greater. In the event the Company permanently ceases employing a Daily Engineer who has qualified for five (5) days of paid time off, such Daily Engineer shall be paid for all scheduled time posted.
- (o) A Daily Engineer who qualifies for paid time off, is required by law to serve as a juror and who presents satisfactory written evidence of such requirement, shall be paid eight (8) hours at his/her regular straight time rate of pay for each day that he/she actually is on jury duty, provided the Daily Engineer would normally have been scheduled to work that day, to a maximum of ten (10) days per calendar year. A Daily Engineer who is on-call for jury duty, but who is not required to report to the court, shall report to ~~Fox Digital NE&O~~ for assignment at a time determined by ~~Fox Digital NE&O~~. Upon completion of jury duty, the Daily Engineer will immediately provide the Company with proof of jury service.
- (p)
 - (i) Daily Engineers may contribute to the Communications Workers of America Savings and Retirement Trust ("CWA-SRT", also known as the CWA 401(k) Plan) through pre-tax payroll deductions in accordance with the terms and provisions of said Plan an amount not to exceed 25% of the Engineer's earnings. Such contributions shall be remitted weekly to the CWA-SRT.
 - (ii) For the term of this Agreement the Company will contribute three percent (3%) of base salary for eligible Daily Engineers to the CWA-SRT. Such contributions shall be remitted weekly to the CWA-SRT. Contributions for eligible Daily Engineers are made on the same pay types which were recognized by the Pension Plan for Union Employees of Fox Television Stations, Inc. ("Pension Plan"). All Daily Engineers who were participating in the Pension Plan as of May 30, 1999 were immediately eligible for this Company contribution. Eligibility requirements for other Daily Engineers are the same as the eligibility requirements of the Pension Plan: one thousand (1,000) hours of service in a twelve (12) month period commencing on the date of hire or any calendar year thereafter. All Company contributions are subject to IRS limitations. The CWA-SRT will immediately vest Daily Engineers with the Company's contributions. The fact that the Company makes contributions to the CWA-SRT on behalf of eligible Daily Engineers does not affect the right of Daily Engineers to also elect to have pre-tax payroll deductions made to the CWA-SRT as provided in (i) above. Daily Engineers have the right to elect or not to elect such pre-tax payroll deductions whether or not they are eligible to have Company contributions made on their behalf.

ARTICLE XVII

CABLE

Section 17.01

General Provisions

This will serve to confirm the agreement (agreement) originally reached in June, 1996 between NABET Local 53 (Union) and Fox Television Stations, Inc. (Company) concerning ~~Fox Sports' sports cable company of Liberty/Fox U.S. Sports, L.L.C.~~ ~~Fox Sports Media Group (Fox Cable Networks, LLC's)~~, herein ("Fox Sports") willingness to utilize the facilities of ~~Fox Digital NE&O~~ (then Fox Tape), including the services of NABET Engineers employed by ~~Fox Digital NE&O~~, in exchange for the Union's agreement to make the modifications listed below to its collective bargaining agreement (Agreement) covering ~~Fox Digital NE&O~~ employees. The parties have agreed that this agreement, as set forth below, will continue throughout the term of the current Agreement, from July 1, ~~2009 2011~~ through June 30, ~~2011 2014~~ and will be subject to the same terms and conditions as are applicable to any extensions of the Agreement. It is specifically understood that this agreement applies only to work performed on behalf of Fox Sports at ~~Fox Digital NE&O~~ facilities currently located at 10201 West Pico Boulevard, Los Angeles, California and the jurisdiction provisions of the Agreement covering ~~Fox Digital NE&O~~ employees outside such facility have no force and effect with regard to any other work performed by Fox Sports. This agreement does not bind Fox Sports to the Agreement for any purpose.

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

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

Section 17.02

Cable Wage Rates

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

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

Comment [MC18]: Duration and wages are open.

Group A \$39.07 \$39.85

Technical Director (Stages)

Audio Mixer (A1) (Stages)

Live TD

Craft Editing

Group B-1 \$35.68 \$36.39

Merit step for those in Group B

Group B \$34.38 \$35.07

Technical Director (Stages)

Craft Editing

Audio Mixer (A1) (Stages)

Audio (A2) (Stages)

Video Control

Control Room Technical Director

Live TD

Jib/Crane Operator

Steadicam

Group C-1 \$32.01 \$32.65

Light Board Operator

Lighting Director (1-2-3)

Group C \$31.25 \$31.88

Camera Operator (Studio/Hand Held)

Control Room Technical Director

Group D-1 Engineer \$28.19 \$28.75

Merit step for those in Group D

Group D Engineer

0 – 6 months \$17.36 \$17.71

6 – 12 months \$19.36 \$19.75

1 – 2 years \$21.36 \$21.79

2 – 3 years \$24.36 \$24.85

3 – 4 years \$26.36 \$26.89

Over 4 years \$27.36 \$27.91

Media Resource Operator Lighting Engineer

Audio (A3) (Stages)

Audio Boom Operator

Gaffer

07-01-2009 07-01-2010

06-30-2010 06-30-2011

Comment [MC19]: Dates and wages are open.

<u>Group E Engineer</u>	\$15.62	\$15.93
Utility		

It is expressly understood that no employee (as of July 1, 2009) will have their wages decreased as a result of this Section. Additionally, Group B-1 and D-1 are inclusive of all corresponding job descriptions for Group B and D.

Section 17.03 Cable Penalties and Premiums

The following penalties and premiums apply only to those Engineers who are being compensated utilizing the rates listed in Section 17.02 above. Any Engineer who is not compensated under the modified compensation schedule set forth above shall be eligible to receive penalties and premiums in accordance with the normal provisions of the Agreement.

<u>Penalty</u>	<u>Amount</u>
Late Meal	\$7.25 per $\frac{1}{2}$ hour or fraction thereof
Late Second Meal	\$7.25 per $\frac{1}{2}$ hour or fraction thereof
Turnaround	\$5.75 per hour
Technical Phone Call	\$13.00 first call; \$15.00 second call within 24 hours

Section 17.04 Flex Plan

The Flex Plan contribution for all Engineers who are being compensated utilizing the rates listed above shall be eleven percent (11%) based on all time worked, rather than nine percent (9%) based on all time worked as set forth in Section 16.03(l).

Benefits- Increased as follows:

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

Section 17.05 Split Time

- (a) The following principles will govern situations when Engineers move between covered work, as defined above, and all other work assigned to Engineers under the terms and conditions of the Agreement (non-covered work):
- (i) Engineers who are scheduled to perform either covered work or non-covered work and are then reassigned to the other for periods of one (1) day or more shall receive the higher rate of pay for the duration of the assignment. Once that assignment is complete and an Engineer is assigned to covered work, the Engineer will be paid in accordance with this agreement.

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

Section 17.06

Paid Time Off Rate

- (a) For those Daily Engineers solely performing covered work, as defined above, who have multiple rates of pay, depending on what job function they perform on any given day, and for those Daily Engineers who perform both covered work and non-covered work, the following sets forth the agreement regarding the rate at which paid time off will be paid:

- (i) At the same time each calendar year that paid time off eligibility is calculated (each January), the Company will, for the foregoing population of Daily Employees only, calculate an average of each Employee's straight time rate received during the time period January 1 through December 31 of the prior calendar year. The resulting rate, or the current Cable Rate contained in Section 17.02(a) (whichever is greater), will be the rate at which paid time off will be paid in the subsequent leave year (the "paid time off rate"). Daily Engineers who work one-thousand (1000) or more hours at an upgraded rate will receive their PTO at said upgraded rate in the following year (at the years rate in which taken). The affected employees will be notified of their "paid time off rate" during January.

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

ARTICLE XVIII

FORMAL PROVISIONS

Section 18.01

Term of Agreement and Termination

- (a) This Agreement shall be effective as of July 1, 2009 2011, and shall continue in full force and effect to and including Midnight, June 30, 2011 2014, subject to the right of the Union to terminate the Agreement upon sixty (60) days prior notice if, during the term of Agreement or any extension thereof, the Company's "Pension Plan for Union Employees" should be terminated with respect to coverage of the Engineers.
- (b) This Agreement shall continue in effect from year to year after June 30, 2011 2014, unless either party gives to the other party at least sixty (60) days prior written notice effective as of Midnight, June 30, 2011 2014, or Midnight of any June 30th thereafter, of its intention to modify or terminate this Agreement.
- (c) Not later than thirty (30) days prior to the termination of this Agreement, the parties shall meet for the purpose of negotiating the terms and conditions of employment of Engineers

after the effective date of the termination of the Agreement.

Section 18.02

Successors and Assigns

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

Section 18.03

Separability

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

Section 18.04

Notices

Any notice that is required to be given or may appropriately be given by either party hereunder, shall be in writing and shall be given by prepaid certified mail or by prepaid telegram or teletype. All notices to the Company shall be addressed to "Fox Television Stations, Inc., 2121 Avenue of the Stars, Suite 2238 754, Los Angeles, CA 90067, Attention: Vice President Labor Relations", and all notices to the Union shall be addressed to "National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 20001", with a copy to "Local 53, National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO, 1918 West Burbank Blvd., Burbank, California 91506". Notices hereunder shall be deemed given at the time of dispatch. Either party may change its address for notices by notice to the other party in accordance with the foregoing.

Section 18.05

Full and Complete Agreement

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

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

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

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

FOX TELEVISION STATIONS, INC.

Sector President, NABET-CWA

Michael J. Campolo
Vice President
Labor Relations

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

Michael D. Peterson
Negotiating Committee

Kurt Bennett **Ethan Greenberg**
Negotiating Committee

Dan Schoen
Negotiating Committee

Gary Singleman
Negotiating Committee

SIDELETTER I

Deleted 2011 Negotiations.

FOX DIGITAL NABET

EXTENDED LEAVE OF ABSENCE PROGRAM

ARTICLE I - AIMS AND PURPOSES

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

ARTICLE II - ELIGIBILITY

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

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

ARTICLE III - VACATION AND HOLIDAY PAYBACK DAYS

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

ARTICLE IV - SICK LEAVE

4.1 For each month of employment, Employees in this Program will be eligible for one twelfth (1/12) of the sick leave with pay and accrued sick leave to which they would have been entitled had they been employed the entire year. Such sick leave will not extend beyond the end date of the scheduled employment period. If the illness or injury persists beyond that date, the Employee will be placed on his/her normal extended leave of absence without pay.

4.2 If, while on the extended leave of absence in this Program, the Employee becomes ill or injured and is unable to report for the work period when scheduled, he/she will be eligible for paid sick leave as of the date he/she was scheduled to be restored to the active payroll.

4.3 Payments under the Company's Long Term Disability Plan will be made only during the period when the Employee was scheduled to be in active employment.

4.4 Vacation pay may be considered to augment sick leave in lieu of going on sick leave without pay and will include payroll deductions for Pension Plan contributions. To the extent vacation pay is paid under this provision, it shall not be paid under Article III.

4.5 All plans and/or policies of the Company involved in paragraphs numbered 4.1, 4.2, 4.3 and 4.4 above are modified where necessary and insofar as applicable to the Employees affected by said paragraphs in order to conform to the provisions of those paragraphs.

ARTICLE V - OTHER LEAVES OF ABSENCE

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

ARTICLE VI - OTHER EMPLOYMENT

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

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

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

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

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

ARTICLE VIII - UNEMPLOYMENT INSURANCE

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

ARTICLE IX - SEVERANCE

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

ARTICLE X - SENIORITY AND CONTINUOUS SERVICE CREDIT

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

ARTICLE XI - RETIREMENT PLAN

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

ARTICLE XII - INSURANCE BENEFITS

12.1 During the period of employment, the Employee will receive and be eligible for regular Company Insurance Benefits for himself/herself and eligible dependents.

12.2 While on leave of absence without pay the Employee will be permitted to participate in the regular Company Insurance Plans provided that during the period of leave of absence such Employee shall make all employee contributions that he/she is otherwise obligated to make and that he/she shall also make all contributions that the Company is otherwise obligated to make to provide coverage for such Employee.

ARTICLE XIII - RETURN TO FULL-TIME WORK

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

SIDELETTER II

Deleted 2011 Negotiations

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

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

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

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

SIDELETTER III (Deleted 2009 Negotiations)

SIDELETTER IV

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

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

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

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

SIDELETTER V

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

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

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

Don Mitchell

SIDELETTER VI (Deleted 2009 Negotiations)

SIDELETTER VII

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

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

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

5. The introduction of new equipment utilized to perform non-linear editing functions shall not be deemed to limit the ability of non-Engineers to perform listed functions in Engineering areas, nor shall the introduction of such new equipment diminish the historical jurisdiction of Engineers in such areas which exist as of the date of ratification of this Agreement.
 - a. Engineering areas include but are not limited to on-line and off-line edit rooms in existence as of July 1, 2001, highlights edit stations, tape rooms and control rooms except that the Company may designate four (4) work stations which are capable of cuts-only in the Sports Operations area. These cuts-only systems will be labeled as such with a sign that states "cuts-only".
 - b. Non-Engineering areas include but are not limited to offices, newsrooms, screening rooms, tape vaults, highlights logging stations and studio floors. The Company reserves the right to create additional edit areas and work stations which shall be considered to be non-Engineering areas. However, the Company may not create additional edit rooms for the purpose of displacing work performed in the on-line and off-line edit rooms in existence as of the date of ratification of this Agreement. Nothing shall preclude Engineers from being assigned to work in non-Engineering areas.
6. Notwithstanding the above, cross utilization may occur as follows:
 - a. Any individual may utilize non-linear editing technology for the purpose of viewing material and creating electronic edit decision lists in non-Engineering areas.
 - b. The functions of viewing material and creation of edit decision lists (including electronic edit decision lists) historically performed by individuals in the following classifications may continue to be performed in Engineering areas, but not on primary editing or playback equipment:

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

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

Creative Director

Producer (Associate, Writer, Feature, Coordinator, Show, and On-Air Promos)

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

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

- e. A Broadcast Associate who works in Sports Operations is limited to performing the non-linear editing functions of viewing and creating edit decision lists in Engineering areas. A Broadcast Associate may also create completed cuts only pieces ready for air from non-Engineering areas and as provided for in 5(a) above.
- f. In the On-Air promotions area, Producers (including Executives) may perform non-linear editing functions using their own computer systems. In addition, such individuals may perform such work provided that a NABET Employee is not displaced from performing such non-linear editing function. In no circumstance will the performance of non-linear editing functions exceed 25% of the work performed by such individual(s). Such functions shall also be in accordance with Section 6(c), above.

7. Cross utilization of a NABET Employee to perform Producing functions may occur as follows:

- a. A NABET Employee may be assigned to perform Producing functions that are not contained within the Unit's Trade or Geographic Jurisdiction on a non-exclusive basis. Any individual so assigned shall be paid at least 10% more than the appropriate wage rates contained in the Agreement. This position is often called a "Producer/Editor" throughout the industry.

Sideletter VIII – New and Emerging Media

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

- The Company and Union will meet quarterly during the term of this Agreement in order to discuss issues related to the subject matter contained herein.

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

Sideletter IX - New Equipment and Workflow

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

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

Comment [MC20]: Review notes and clarification proposals.

Comment [MC21]: Move to Section 6.02 non-exclusive jurisdiction.

Sideletter X - Wage Escalator

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

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

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

Sideletter XI - Turnaround Clarification

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

Comment [MC22]: This Section must also be changed to reflect reduction in turnaround (see other proposal).

Sideletter XII - Stage Rate Card for Syndication

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

Sideletter XIII - Internships

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

Sideletter XIV - Flex Plan Discussion

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

Sideletter XV - Integration of Maintenance Fee for TOC Employees

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

- ~~William Stewart~~
- ~~Robert Kluge~~

Schedule 3 - Engineering

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

Schedule 4 – Group C Engineers

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

Sideletter (NEW) -Joint Labor Management Committee

Remove all references to labor management committee or similar language throughout the Agreement and replace with the following:

It is the purpose of this Joint Labor Management Committee:

1. To improve communication between representatives of labor and management;
2. To provide Employees and Company with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist Employees and Company in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the NE&O operation;
5. To enhance the involvement of Employees in making decisions that affect their working lives;
6. To expand and improve working relationships between Employees and Company; and
7. To fully understand and cooperate in the areas of new and emerging media, technology, and other issues/areas of mutual concern.

The following process is hereby established:

1. Committee Composed of not more than three (3) Union, and Company Members shall be members of the Joint Committee. The Union shall advise the Company of the names of the members of this committee in writing.
2. Committee Members Permitted Time Off With Pay.
 - a. The Committee shall be permitted time off with pay to attend any regularly-scheduled meeting with the Company's designated representatives for the purpose of meeting as provided herein.
3. Issue Jointly Defined. The parties will develop an agenda for the Joint Committee meetings. At a minimum, the following shall be addressed:
 - a. Graphic Arts editing cross utilization (Article VI, Section 6.02).
 - b. New and Emerging Media (Article VI, Section 6.02).
 - c. New Equipment and Workflow (Article VI, Section 6.03 and S/L IX).
 - d. Occupational Health and Safety (Article XV).
4. Joint Committee to Provide Opportunity to Gain Skills.
 - a. The Joint Committee may be able to provide opportunity for employees to gain additional employment skills.
 - b. The Joint Committee shall establish a program to meet that purpose, subject to final approval of both parties.
5. Joint Committee Will Identify Need for Training.
 - a. The Joint Committee will discuss the availability of training programs (based on business needs) through outside agencies such as "skill centers" and the like, the availability of training aids, various correspondence courses, video, online media and the like.
6. Joint Committee Will Develop and Review Recommendations.
 - a. Training programs recommended by the Joint Committee shall be considered and implemented to the extent possible within operational/fiscal constraints.
 - b. The Joint Committee will be provided with up-to-date information concerning past, present and future training and further reasonable additional information requested by the Committee.
7. Joint Committee Shall Meet at Regular Intervals.
 - a. This committee shall meet at regular intervals (at minimum during the months of June and December).
 - b. Such meetings will be scheduled at mutually agreeable times/dates.
8. Disputes Subject to Grievance and Arbitration Provisions Disputes arising from the Joint Labor Management Committee shall be subject to the grievance and arbitration provisions established in this Agreement.

Comment [MC23]: Modification to add Section 6.03.

Sideletter (New)

Notwithstanding any other provision of the CBA, the thirteen (13) Staff Engineers (listed on Schedule 3) shall receive a three percent (3%) increase in wages each year under this Agreement as opposed to the two percent (2%) adjustment to the wage scales.

This Sideletter shall expire on June 30, 2015.

Respectfully Submitted,

Michael J. Campolo
Vice President Labor Relations
O/B/O Fox NE&O

December 2, 2011