

**MEMORANDUM OF AGREEMENT**  
**2022 KTTV-TV and KCOP-TV -NABET News Unit Negotiations**

**August 7, 2023**

This Memorandum of Agreement represents the agreement between KTTV-TV and KCOP-TV (“Company”, “Station” or “KTTV and the National Association of Broadcast Employees and Technicians – Communications Workers of America, Local 53 (“Union” or “NABET”) as a result of the parties recent negotiations for a successor agreement to the 2019-2022 KTTV/KCOP-NABET-CWA Local 53 News Unit Agreement that expired on September 26, 2022 and was extended through December 15, 2022. Except as modified herein, the terms of the 2019-2022 Agreement shall continue during the term of the Successor Agreement, subject to conforming changes where necessary.

Unless otherwise noted, all proposals shall be effective upon the Company’s receipt of notice of ratification from NABET-CWA, Local 53.

By signing this document, the Union represents that the terms represented by this Memorandum of Agreement have been fully ratified by the Union and its membership.

The 2019-2022 Agreement shall be amended as follows:

**1. Term (Section 25.01)**

Amend Section 25.01 as follows:

- (a) This Agreement shall be effective as of ~~September 27, 2019~~ **[date Company receives notice of ratification]** and shall continue in full force and effect to and including midnight, ~~September 26, 2022~~ **[date that is three years from notice of ratification]**, subject to the right of the Union to terminate the Agreement upon sixty (60) days prior notice if, during the term of the Agreement or any extension thereof, the Company's “Pension Plan for Union Employees” should be terminated with respect to coverage of the Employees.
- (b) This Agreement shall continue in effect after ~~September 26, 2022~~, **[date Company receives notice of ratification]** unless either party gives to the other party at least sixty (60) days prior written notice effective as of midnight, ~~September 26, 2022~~, **[date that is three years from notice of ratification]**, of its intention to modify or terminate this Agreement. If notice is not given by one of the parties as provided above, this Agreement shall continue until either party gives the other notice of its desire to modify or terminate this Agreement and, if either party gives such notice, this Agreement shall expire thirty (30) days after such notice is sent

2. Work Week, Work Day and Meal Period (Section 9.01)

WITHDRAWN

3. Daily Employees Wages/Overtime (Section 11.02)

Amend the daily hire premium provision to reduce it from fifteen percent (15%) to ~~ten percent (10%)~~ **thirteen percent (13%) effective one year after ratification and reduced to eleven percent (11%) effective two (2) years after ratification.**

4. Wages/Overtime for Daily Employees (Section 11.02(a))

Reduce the Company contribution to the Entertainment Industry Flex Plan on behalf of Daily Employees from ten percent (10%) to ~~six percent (6%)~~ **seven percent (7%)**

5. Paid Time Off (Section 11.02(c))

Amend the schedule for PTO set forth in Section 11.02 (c)(i) as follows:

(c) Daily Employees will receive paid time off as follows:

(i) Daily Employees who have worked the following listed hours (all hours worked) for KTTV/KCOP 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):

Hours	PTO Days
1000	52
1080	<del>63</del>
1160	74
1240	85
1320	96
1400	<del>107</del>
<del>1480</del>	11
<del>1560</del>	12
<del>1640</del>	13

6. **Holidays (Section 15.01)**

**WITHDRAWN**

7. **Notice of Vacancies (Section 21.03)**

Delete all of Section 21.03

8. **Pension (Section 17.01)**

Amend Section 17.01 to provide that any staff employees hired on or after ~~December 7, 2022~~ **June 27, 2023** shall not be entitled to the Pension Plan for Union Employees at Fox, but shall be eligible to participate in the Company's 401k plan on the same basis as non-bargaining unit employees.

**The Company confirms that in accordance with Section 17.01 all full-time staff bargaining unit employees hired before 6/27/23 shall be participants in the Pension Plan for Union Employees of Fox Television Stations, Inc. Union agrees that it shall withdraw with prejudice its Charge in NLRB Case No. 31-CA-318287 within ten (10) days after ratification of a successor agreement to the 2019-2022 Agreement.**

9. **Company Policies**

Add a provision to the Agreement as follows:

Employees covered by this Agreement will be subject to the terms and conditions of the following Fox Corporation Policies (Fox Corporation Employee Handbook): Standards of Conduct; Confidentiality Obligations; Gambling and Sports Betting; Surveillance and Inspection of Company Property; Electronic Communications; Social Media; Ownership of Work Product; Gifts, Business Meals, and Entertainment; Political Activities; Working Remotely; Reimbursement of Necessary and Reasonable Business Expenses; Cellular Phone and Electronic Device Usage; Cooperation with Fact Finding; Release of Information on Employees and "References"; Dress Code; Consideration of Non-Smokers; Children in the Workplace; Animals in the Workplace; Bulletin Boards; COVID-19; Environmental, Health and Safety Program; Violence in the Workplace; Weapon Prohibition; Substance Abuse; Employee Assistance Program; Company's Standards of Business Conduct; Statement of Corporate Governance; End User Information Protection Policy; Insider Trading and Confidentiality Policy; Records Management Policy; Records Retention Schedule; Guidelines for Public Disclosures and Communications with the Investment Community; Global Third Party Entertainment and Business Gift Policy; Global Anti-Bribery and Anti-Corruption policy; Global Sanctions, Anti-Boycott, and Import-Export Policy; Equal Employment Opportunity; Accommodations; Preventing Harassment, Discrimination and Retaliation; Gender Transition; Personnel and Payroll Records; and Updating Personal Information in and Other Information Available Through Workday.

It is understood by the parties that the term “policies” as used herein includes rules, protocols, information, and procedures but excludes benefits for which bargaining unit members have not expressly bargained. Additionally, Employees may be required to participate in on-line or other type training concerning Company policies and procedures. It is understood by the parties that the Company policies applicable to Employees under this Agreement are the same as the policies generally provided to non-bargaining employees of the Company. If the Company makes any changes in the non-bargaining employee policies referenced herein or if any new Company-wide policies are implemented uniformly for all non-bargaining unit employees and provided that such changes do not directly conflict with any provisions of this Agreement, then the same changes will be made to the policies applicable to Employees under this Agreement. With respect to a new Company-wide policy that is implemented uniformly for all non-bargaining unit employees and applied to the bargaining unit in accordance with the immediately preceding sentence, the Company will endeavor to provide the Union with advance notice of such policy and an opportunity to discuss if such advance notice is practicable under the circumstances. This includes, but is not limited to, the adding, subtracting, reducing, modifying, substituting and/or termination of such policies. The Union agrees that such changes will not be subject to negotiation nor to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section. The Company has provided the Union with copies of all policies referenced herein.

#### **10. Testing and/or Vaccination**

Clarify the agreement by adding the following provision:

Notwithstanding any other provisions in the collective bargaining agreement, grievances, arbitrations or settlements to the contrary, in circumstances where a widespread pandemic exists including, but not limited to, a contagious virus and/or disease, that may affect the health and safety of bargaining unit employees or other persons, **and federal, state or local government declares a state of emergency or issues guidance or regulations to the public recommending or requiring the public to stay at home, social distance in the workplace or for employers to only have essential employees in the workplace,** the Union and the Company agree that the Company may require bargaining unit employees to report related health information such as vaccination status or mandate vaccination or testing of bargaining unit employees or other protocols related to the health and safety risk as a condition of employment provided that such measures do not violate federal, state and/or local law, including applicable federal, state or local laws related to confidential medical information **and further provided that nothing in this Section shall be construed as a waiver of the rights of bargaining unit employees under local, state or federal disability or religious discrimination laws.**

**11. Wages (Section 10.01)**

Increases all base wage rates set forth in Section 10.01 as follows:

Effective Date	Increase
Ratification	3.0%*
One year thereafter	2.0%
Two years thereafter	2.0%

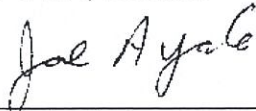
**\*This increase shall be effective the first day of the first full pay period after the Company receives notice of ratification. If the Company receives notice of ratification on or before August 31, 2023, this increase shall be effective retroactive to July 1, 2023 and the Company shall pay each full-time staff bargaining unit employee employed on the date of ratification a one time lump sum amount of seven hundred and fifty dollars (\$750.00) and each daily and per diem bargaining unit employee a pro rata portion of the \$750 payment calculated and based upon a full time equivalent (FTE) of 2080 hours straight time hours. For example, if a daily hire employee works 1040 straight time hours in the 12-month period immediately preceding the date of notice of ratification, the Company shall pay him or her three hundred and seventy-five dollars (\$375.00). The lump sum payments described in this paragraph shall be made within thirty (30) days of the date the Company receives notice of ratification. All payments pursuant to paragraph shall be subject to withholdings and deductions for federal, state and local taxes, but shall not be subject to union dues.**

**12. Sick Time for Daily Employees (Section 11.02(c)(ii))**

Add language to Section 11.02(c)(ii) that Daily Employees shall be eligible for sick leave pursuant to the Los Angeles City Sick Leave law.

NABET-CWA, Local 53


By:

  
\_\_\_\_\_  
Joe Ayala,  
President

Date: 9/6/2023

Fox Television Stations, LLC

By:

  
\_\_\_\_\_  
Kevin Casey,  
Senior Vice President, Labor Relations

Date: 9/6/23