

A G R E E M E N T

by and between

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

AND

FOX ENTERPRISE FACILITIES, LLC.

AIR CONDITIONING OPERATIONS, REPAIR AND  
MAINTENANCE UNIT AT FOX NETWORK CENTER

July 1, 2019 - June 30, 2021

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**FOX NETWORK CENTER - NABET-CWA AIR CONDITIONING OPERATIONS,  
REPAIR AND MAINTENANCE AGREEMENT  
(2019-2021)**

Agreement, dated as of July 1, 2019 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 Enterprise Facilities, LLC**. ("Company") which owns and operates Building 101 (currently known as Fox Network Center) and Building 100 (currently known as New Executive Building), and the following two locations on a non-exclusive basis: Building 103, located at 10201 West Pico Boulevard, Los Angeles, California 90035 and 1440 Sepulveda, hereafter referred to as "Premises".

**BASIC PRINCIPLES**

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

**ARTICLE 1  
RECOGNITION AND WARRANTY**

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

**ARTICLE 2  
SCOPE OF UNIT**

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

(a) **Building Technician**

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

Operate computerized energy management systems such as Control System

International and their sensors.

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

(b) General Technician

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

(c) Technician in Charge

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

(d) Per Diem Technician

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

Per Diem Technicians shall be limited to fifty-two (52) weeks or two thousand and eighty (2080) hours of work per calendar year. The Company makes no guarantee, either express or implied, for future employment; however, a Per Diem Technician is guaranteed a minimum of eight (8) hours of work for the day s (he) is hired. Per Diem Technicians are not subject to nor entitled to benefits as otherwise covered under the Collective Bargaining Agreement; specifically, the following provisions shall not apply to Per Diem Technicians: Articles 12, 13 and 19 in their entirety, Sections 2.2(a), 2.2(b), 2.2(c), 8.2, 8.3(a) [notification], 8.6, 8.8 (except for twelve hours of rest between work days), 9.7, 10.1, 10.2, 10.3, 10.4, 14.3 (as it pertains to earning and/or accruing compensatory time/days) and 14.4.

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

2.3 Exceptions to Scope of Unit

(a) The Vice President Plant Operations and Construction, may operate and perform, repair and do maintenance on air conditioning equipment. When the Vice President Plant Operations and Construction is not on site, his/her designee may operate air conditioning equipment.

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

### **ARTICLE 3**

### **MANAGEMENT RIGHTS**

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

### **ARTICLE 4**

### **NO STRIKE-NO LOCKOUT**

4.1 During the term of the Agreement, the Company will not lock-out any Employees covered by this Agreement; and the Union will not permit a strike, slowdown, or any other action interrupting the service or operation of the Company, and the Employees will perform the duties regularly and customarily performed by them for the Company.

4.2 The Company shall not take disciplinary action against an Employee for refusal to cross a picket line which has been established by the Company's Employees as a result of any authorized strike by members of the AFL-CIO; nor shall the Union take disciplinary action against an Employee who chooses to cross a picket line which has been established by the Company's Employees as a result of any authorized strike by members of the AFL-CIO.

### **ARTICLE 5**

### **UNION SECURITY**

5.1 Union Shop

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

5.2 Non-Discrimination

(a) The Company will not discriminate against any Employee for anything said, written or done in furtherance of the policies and aims of the Union, which acts of the Employees are in accordance with the provisions of the Labor Management

Relations Act of 1947, as amended.

- (b) Neither the Union nor the Company will discriminate against any Employee because of race, religion, creed, sex, sexual orientation, age, color, veteran status, marital status, place of national origin or disability in accordance with applicable law. Alleged violations of this section (b) shall be grievable, but not arbitrable.

### 5.3 Notification of Employment

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

### 5.4 Check-Off

- (a) Upon receipt of a signed authorization of the Employee involved, in the form set forth in (d) below, the Company shall deduct from the Employee's pay check the Union initiation fee, the amount of which will not be unreasonable, and the dues payable by the Employee to the Union during the period provided for said authorization.
- (b) Deductions shall be made on account of initiation fees from the pay of the Employee after receipt of the authorization, using the same time considerations outlined in (c) below. Deductions shall be made on account of Union dues from the first pay check of the Employee after receipt of the authorization and weekly thereafter. Deductions of Union dues shall not be made from severance pay.
- (c) Deductions for initiation fee and dues shall be calculated by the Company no later than the twentieth (20th) day of the month following the deductions, shall include all deductions made the previous month, and shall be submitted to the Union thereafter. The Company shall furnish the Union monthly with a record, by name, of those for whom deductions have been made and the total amount of each deduction.
- (d) The parties agree that the Check-Off Authorizations shall be in the following form:

Name \_\_\_\_\_ Dept. \_\_\_\_\_  
(Please Print)

Social Security # \_\_\_\_\_

I hereby authorize Fox Enterprise Facilities, LLC. 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-CWA. 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 5% OF GROSS EACH CHECK UNTIL PAID IN FULL (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 the amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET-CWA 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 Enterprise Facilities, LLC. (Fox Television Center) and NABET-CWA, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within thirty (30) days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by registered mail to the Company and the Union within such thirty (30) day period.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

☐ Initial box to authorize Payroll deduction of INITIATION FEE balance in the amount of 5% of gross each paycheck until paid in full. (The office will enter the amount after adjustments have been made for 10% down payment and discounts if applicable.)

## **ARTICLE 6**

### **SETTLEMENT OF DISPUTES**

#### **6.1 Grievance and Arbitration**

All controversies and disputes arising under the Agreement (grievances) are to be settled by the following procedures:

- Step 1:           The aggrieved party will notify the designated Company representative or the Union Steward, as the case may be, and such persons shall meet within five (5) days, (excluding Saturdays, Sundays and holidays), in an attempt to settle the grievance.
- Step 2:           If such persons cannot settle the grievance, then it shall be reduced to writing and the aggrieved party shall file such writing with the other party not later than sixty (60) calendar days from the date the aggrieved party first became aware of, or should have become aware of with the exercise of reasonable diligence, the alleged violation of the Agreement. The parties shall meet within five (5) days (excluding Saturdays, Sundays and holidays), of the receipt of such a written grievance and attempt to settle it.

Step 3: In the event that the parties do not settle the grievance within ten (10) days after the initial meeting, then either party may demand arbitration of the grievance unless either or both of the above time periods have been extended by mutual agreement. The demand for arbitration shall be in writing and state the section of the Agreement alleged to have been violated. The arbitration shall be conducted in Los Angeles, California, by a single arbitrator pursuant to the then-obtaining Voluntary Labor Arbitration Rules of the American Arbitration Association, with each party bearing half the costs and expenses of the arbitrator. The arbitrator shall not have any authority, power or right to alter, amend, change, modify, add to or subtract from any of the terms and provisions of this Agreement, nor to award any monetary damages for a period prior to ninety (90) days from the institution of Step 1 of the grievance procedure.

Step 4: Any grievance not resolved within **ninety (90) days** of filing shall either be slated for arbitration as soon as possible after the **ninety (90) days** anniversary or considered withdrawn.

## 6.2 Compliance

In the event that either party shall fail or refuse to comply with a final arbitration award after sixty (60) days from the date it is rendered and such arbitration award is not set aside by a court or administrative agency of competent jurisdiction within such sixty (60) day period, then the other party shall not be bound by provisions of Section 4.1.

## **ARTICLE 7** **SUBCONTRACTING**

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

## **ARTICLE 8** **WORKING TIME**

### 8.1 Work Week and Work Day

- (a) The work week for employees covered by this Agreement is defined as the period of time between 12:00 a.m. Monday and 11:59 p.m. Sunday and shall consist of five (5) days in each week.
- (b) A work day shall consist of eight (8) consecutive elapsed hours in any one (1) day, consisting of seven (7) hours of work and one (1) hour compensated meal

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

## 8.2 Days Off

- (a) Each Employee will be scheduled to receive two (2) consecutive days off in each week, which shall be scheduled to be during a week or to be the Sunday of one (1) week and the Monday of the next week. Split days off can be scheduled with mutual agreement between the Company and the Employee.
- (b) Nothing in the above Section shall be deemed to prevent an Employee from working on his/her scheduled day(s) off on an overtime basis.

## 8.3 Scheduling and Schedule Changes

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

applied one time during an Employee's scheduled work week. In addition, the Employee must have a minimum of 12 hours rest between end of first shift and start of second shift during such day.

#### 8.4 Meal Periods

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

#### 8.5 Rest Periods

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

#### 8.6 Emergency Assignment

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

#### 8.7 Telephone Calls

Problems occurring when the unit is unstaffed will be directed by phone to the Technician in Charge and to the Vice President Plant Operations and Construction (or designee).

## 8.8 Turnaround

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

## **ARTICLE 9** **PAY**

### 9.1 Wages

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

Employees shall receive the following minimum hourly wages:

	<b>07/01/19</b>	<b>07/01/20</b>
<u>Building Technician</u>	<b><u>06/30/20</u></b>	<b><u>06/30/21</u></b>
0 - 12 months	<b>\$41.17</b>	<b>\$42.40</b>
13+ months	<b>\$43.93</b>	<b>\$45.25</b>
<b><u>Per Diem Technician (Bldg)</u></b>	<b>\$46.12</b>	<b>\$47.50</b>
	<b>07/01/19</b>	<b>07/01/20</b>
<u>General Technician</u>	<b><u>06/30/20</u></b>	<b><u>06/30/21</u></b>
0 - 12 months	<b>\$30.48</b>	<b>\$31.39</b>
13+ months	<b>\$33.04</b>	<b>\$34.03</b>
<b><u>Per Diem Technician (General)</u></b>	<b>\$34.68</b>	<b>\$35.72</b>
	<b>07/01/19</b>	<b>07/01/20</b>
<u>Technician in Charge</u>	<b><u>06/30/20</u></b>	<b><u>06/30/21</u></b>
	<b>\$48.33</b>	<b>\$49.78</b>

### 9.2 Upgrades

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

### 9.3 Pay Checks and Pay Schedule

The Employees' weekly pay checks shall contain:

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

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

### 9.4 Expense Reimbursement

Expenses incurred by Employees in accordance with the Agreement and in connection with their assignments shall be reimbursed each pay period upon submitting a statement of such expenses upon the form prescribed by the Company.

### 9.5 Clothing

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

### 9.6 No Pyramiding, Overtime and Premium Pay

In no event shall:

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

### 9.7 Pension, Health and Welfare

#### (a) Health and Welfare

Subject to the same terms and conditions provided to non-represented employees of the Company, any Employee, except Per Diem Technicians as described in Section 2.2(d), shall be eligible for the following:

- (i) Fox Health Plan;
- (ii) Fox Dental Plan;
- (iii) Fox Vision Plan;
- (iv) Fox Life Insurance Plan;
- (v) Fox Business Travel Accident Plan;
- (vi) Voluntary Long Term Disability Insurance;
- (vii) Voluntary Accidental Death and Dismemberment Insurance

It is expressly understood that if the Company makes any changes in the unrepresented health and welfare benefits, then the same changes will be made to the health and welfare benefits provided to Employees under this Agreement. Notice will be given to the Union and to the Employees of any such changes, but such changes will not be subject to negotiation or to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section.

(b) Pension

For any Employee hired or rehired on or before June 30, 2013, except Per Diem Technicians as described in 2.2(d), the Employees as a group shall be deemed an included unit under the Pension Plan for Union Employees of Fox Enterprise Facilities, LLC. ("Pension Plan"), a copy of which has been previously delivered to 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. Retirement shall not be deemed either a layoff or a discharge. It is expressly understood that this provision does not apply to any Employee hired on or after July 1, 2013.

For any Employee hired or rehired on or after July 1, 2013, such Employee will NOT be eligible for the Pension Plan for Union Employees of Fox Television Station, Inc. as described above. Such Employees, except Per Diem Technicians as described in 2.2(d), shall instead be eligible to participate in the Fox Investment Plan [Fox's 401(k) Plan]. It is expressly understood that Employees covered by the provisions of this paragraph are NOT eligible for participation in the CWA-SRT, as described in Sub-Section (d) below or the Pension Plan as described above.

(c) Other Benefits

Under the same terms and conditions as such benefits are provided to non-represented employees, Employees, except Per Diem Technicians as described in 2.2(d), shall be eligible for the Company's Health Care Flexible Spending Account, Dependent Care Flexible Spending Account and Group Universal Life Insurance.

(d) CWA 401(k) Plan

Any Employee hired or rehired on or before June 30, 2013, except Per Diem Technicians as described in 2.2(d), may contribute to the Communications Workers of America 401(k) Plan through pre-tax payroll deductions in accordance with the terms and provisions of said Plan. There shall be no Company contribution.

9.8 Night Differential

An Employee 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 twenty-five cents (\$3.25) per hour for all such hours worked.

9.9 Training Program

An Employee who is assigned to train another Employee will receive a fee of one dollar

and twenty five cents (\$1.25) per hour for such actual time he/she is so assigned.

9.10 On-Call

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

**ARTICLE 10**  
**EMPLOYMENT RELATIONSHIPS**

10.1 Company Seniority

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

10.2 Layoffs

- (a) In the event there is to be a reduction in the staff of Employees in the bargaining unit by the Company, Employees who are laid off shall, on or before the effective date of layoff, receive a service letter from the Company. Layoff shall be by inverse order of seniority within each classification.
- (b) Employees who are laid off shall receive advance notice of such termination equal to one (1) weeks' notice for each year of service completed up to a maximum of two (2) weeks' notice or pay in lieu thereof, plus one (1) weeks' severance pay for each year of service completed up to a maximum of twenty (20) weeks' severance pay.
- (c) In the event a reduced work force due to layoff(s), Per Diem Technicians will be released from performing work prior to layoff(s) of regular, staff Employees.

10.3 Discharge

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

10.4 Probationary Period



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

#### 10.5 Drivers' Licenses

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

### **ARTICLE 11** **OVERTIME**

#### 11.1 Overtime

- (a) Employees shall receive the overtime rate of time and one-half (1-1/2) their regular hourly rate for all actual work as follows:
  - (i) in excess of forty (40) hours in any work week;
  - (ii) in excess of eight (8) hours in any work day;
  - (iii) on scheduled day(s) off.
- (b) Employees shall receive double their regular rate of pay for all work in excess of twelve (12) elapsed hours since his/her start time on any work day with exception of the provisions outlined in 8.3(b).

#### 11.2 Nature of Overtime

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

### **ARTICLE 12** **VACATIONS**

#### 12.1 Vacations

- (a) Employees shall receive vacation with pay based on length of service as of January 1st as follows:

Length of Service  
0-1 year

Vacation Time  
1 day per month, maximum 10 days,  
commencing first of month

following 1 full month of  
employment.

1-4 full years  
5-14 full years  
15+ full years

2 weeks  
3 weeks  
4 weeks

- (b) Vacation selection will be accomplished in accordance with the process set forth in Sideletter #1 of this Agreement.
- (c) Vacation time should be expended within twelve (12) months from the date and calendar year in which said vacation time was earned. If vacation is not expended within the aforementioned 12-month period, the Employee will be allowed to carry over half of that vacation time into the next year. At the end of the carry over year, any unused vacation would be paid out to the Employee.

#### 12.2 Illness or Injury during Vacation

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

### **ARTICLE 13** **LEAVE OF ABSENCE**

#### 13.1 Sick Leave

- (a) An Employee who is unable to report to work temporarily because of illness or disability shall receive eight (8) hours' pay at the Employee's regular rate for each day's absence, other than for scheduled days off, in accordance with the following:
  - (i) Each Employee shall be entitled to receive up to ten (10) days' sick leave during each calendar year.
  - (ii) Unused sick leave may be carried over from the previous year up to a maximum of sixty-five (65) days, it being expressly understood there will be no payout of unused sick leave upon termination of employment. Any fractional days will be rounded up to a whole day.
- (b) The Company may require an Employee on sick leave to obtain certification of his/her illness or disability by the Employee's physician, and may also require the Employee to be examined by a physician of the Company's choice, at the Company's expense and on the Company's time.

#### 13.2 Union Purposes

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

13.3 Military Leave

Military leave will be granted in accordance with the requirements of applicable law.

13.4 Other Leaves

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

13.5 Jury Duty

An Employee who is required by law to serve as a juror and who presents satisfactory written evidence of a Notice for Jury Duty, will be given the necessary time off, with pay, from the regular schedule for the period during which that person serves as a juror. Should the required jury service go beyond a reasonable period of time (i.e., more than four (4) weeks), payment of full salary to the employee is subject to review. Such employee is expected to report to work on any day jury duty hours reasonably permit. Any fees received for jury service by the employee must be remitted to the Company.

13.6 Bereavement Leave

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

**ARTICLE 14**  
**HOLIDAYS**

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

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Floating Holiday

- 14.2 If an Employee is required to work on any of the aforesaid holidays, that person shall receive compensation at the rate of one and one-half (1-1/2) times his/her straight time rate of pay for the first eight (8) hours of work, and at the rate of two (2) times his/her straight time rate of pay for all hours worked in excess of eight (8), plus a compensating day off at a time mutually agreed.
- 14.3 If an employee is required to work on any of the aforesaid holidays, and such holiday is on such employee's scheduled day off, that person shall receive compensation at the rate of two (2) times his/her straight time rate of pay for the first eight (8) hours of work and at the rate of two and one-half (2-1/2) times his/her straight time rate of pay for all hours worked in excess of eight (8), plus a compensating day off at a time mutually agreed. Per Diem Technicians are not eligible to earn and/or accrue compensating days off.
- 14.4 If the holiday falls on an employee's scheduled day off, (per Article 13), that person shall receive one (1) compensating day off, to be scheduled by mutual agreement between the Company and the employee. Per Diem Technicians are not eligible to earn and/or accrue compensating days off.
- 14.5 All compensatory days referenced above must be used within one (1) year of the date in which earned and exhaust the usage of such days prior to using vacation. Employees shall receive eight (8) hours of pay at their straight time rate for each compensatory day off received pursuant to the foregoing provisions which is not used within one (1) year of the date in which earned. In lieu of the compensatory day off, the Employee may elect to be paid the eight (8) hours of pay at their straight time rate prior to the one year anniversary date from when it was earned.
- 14.6 As soon as practicable each calendar year, the Company will provide the Employee and the Union with a list of dates on which holidays, excluding the floating holiday, are to be observed.

## **ARTICLE 15**

### **TRAVEL**

#### **15.1 Methods of Transportation**

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

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

#### 15.2 Travel Time

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

#### 15.3 Automobiles

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

### **ARTICLE 16** **TOOLS**

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

### **ARTICLE 17** **FULL AND COMPLETE AGREEMENT**

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

### **ARTICLE 18** **TRAINING**

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

#### **ARTICLE 19** **LICENSES**

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

#### **ARTICLE 20** **SAFETY**

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

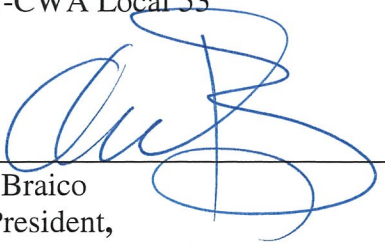
#### **ARTICLE 21** **TERM OF AGREEMENT**

- 21.1 This Agreement shall become effective on July 1, 2019, and shall remain in effect until midnight, June 30, 2021. Should either party desire to negotiate a new Agreement, notice shall be given by registered mail to the other party not less than sixty (60) days but not more than ninety (90) days prior to June 30, 2021.
- 21.2 If such notice is not given, this Agreement shall remain in force for a further period of one (1) year and from year to year thereafter unless notice of termination is given as provided above.
- 21.3 This Agreement shall be binding upon the parties, and their respective successors and assigns, except that such Agreement shall only be binding upon the successors and


assigns of the Company in the event that the Company sells its continuing operation at 10201 West Pico Boulevard (i.e., Building 101 - Fox Network Center, Building 100 - New Executive Building, and on a non-exclusive basis, Building 103 and 1440 Sepulveda) to a buyer who continues to operate it at 10201 West Pico Boulevard.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 1<sup>st</sup> day of July, 2019.

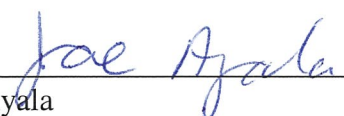
NABET-CWA Local 53

BY:   
Charles Braico  
Sector President,  
NABET-CWA Local 53

DATE: 8-5-19

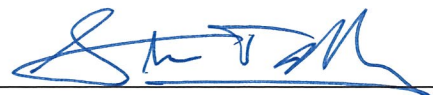
BY:   
Steve Ross  
President,  
NABET-CWA Local 53

DATE: 7-19-19

BY:   
Joe Ayala  
Vice President,  
NABET-CWA Local 53

DATE: 7/19/2019

FOX ENTERPRISE FACILITIES, LLC.

BY:   
Steven J. Moy  
Vice President  
Fox Labor Relations

DATE: 7/23/19



### **Sideletter #1 - Vacation Selection Process**

Vacations will be scheduled in the following manner:

1. There will be an annual vacation selection period from October 1 to November 15 for vacations to be scheduled in the following calendar year, it being understood that the vacation period runs from January 1 through December 31 of each year.
2. The Employer will determine the number of vacation slots in each calendar year. In addition, a vacation selection list will be prepared which reflects these vacation slots. There have historically been two (2) vacation slots available. It is understood that two (2) vacation slots will remain available unless the Company determines that operational needs necessitate less slots being offered. If a reduction is required, the Company agrees to meet and confer with the Union concerning the change.
3. The vacation selection list will be circulated to the bargaining unit and selections will be made in order of seniority. Each Employee will have the selection list for a seventy-two hour period. During this seventy-two hour period, the Employee will either make their vacation pick, pass the selection on to the next Employee in seniority order, or be bypassed if the seventy-two hour period expires without a selection being made. In the event that the Employee fails to make a valid vacation selection by the beginning of the vacation year in question, the Employer will make the selection, at their sole discretion.
4. Employees must schedule all but five (5) days of their available vacation during the vacation selection period in one week blocks (these blocks include weeks wherein a holiday exists). The remaining vacation time may be selected as individual day(s).
5. The final vacation schedule will be posted no later than December 1, and will remain posted throughout the year.
6. All remaining days will be scheduled on the Employer's vacation request form, based on the available dates on the posted schedule. Approval of those requests will be given no later than seven (7) calendar days from the date of request.
7. Dates initially scheduled during the vacation selection period may be changed during the vacation year, based on available dates on the posted schedule. However, such request must be made a minimum of fourteen (14) calendar days in advance of the existing or proposed date, whichever is earlier.
8. If an Employee's scheduled days off are changed after the vacation selection period which affect a scheduled vacation, the Employer will make every effort to grant additional vacation days to accommodate the Employee's travel plans.
9. In the event that a conflict arises, seniority shall prevail.
10. Any circumstances outside of the above defined process shall be handled at the sole discretion of management.

### **Sideletter #2 - Seniority for Shift Selection**

During the 2013 negotiations, the Company and Union discussed the Bargaining Unit member's desire to modify current shift assignment/scheduling process by utilizing the following factors when determining such assignments:

1. Shift selections take place every three months, based upon seniority.
2. Weekend rotations occur every three months, based upon seniority.
3. Two months out of the year, Employees may work alternative shifts (based upon the sole discretion of management). The two months will be assigned in blocks of no less than one month at a time.
4. Shift assignments will be made 30 days prior to the next 3 month rotation.
5. The department head will make shift assignments when the department is short or the shift is short of staff.
6. In case of special projects, the work and shift assignments will be made in accordance with the Employee's ability to perform the associated work. In the case of equal ability, seniority shall prevail.

### **Sideletter #3: Honoring Fox Digital Years of Service and Vacation Accruals**

It is expressly understood that bargaining unit employees who are transferred from Fox Digital

Enterprises, Inc. to Fox Enterprise Facilities, LLC will carry over their years of service and accrued vacation time to the Fox Enterprise Facilities entity. Notwithstanding any provision of the California Labor Code or Wage Orders (including but not limited to California Labor Code Section 227.3), it is expressly agreed that the transfer of bargaining unit employees will not give rise to any obligation to pay out accrued vacation time at the time of transfer.