

Memorandum of Agreement
2019 KTTV-NABET News Unit Negotiations

September 10, 2019

This Memorandum of Agreement represents the agreement between Fox Television Stations, LLC. (KTTV and KCOP) (“Company” or “Station”) and NABET-CWA Local 53 in connection with the negotiations for the renewal of their 2016-2019 News Unit Agreement.

The changes in this document, regardless of whether they are marked by a “TA” or not, incorporate those items agreed upon by the parties during the negotiations. Unless otherwise noted, all changes shall be effective the date the Company receives notice of ratification from the Union. Except as modified herein, the terms of the 2016-2019 Agreement shall continue, subject to conforming changes where necessary.

The 2016-2019 Agreement shall be amended as follows:

1. Term (Section 25.01) (Company's 6/5/19 proposal TA'd on 6/5/19)

Amend Section 25.01 as follows:

- (a) This Agreement shall be effective as of ~~June 30, 2016~~ [date Company receives notice of ratification] and shall continue in full force and effect to and including midnight, ~~June 29, 2019~~ [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 ~~from year to year after June 29, 2019,~~ [date that is three years from notice of ratification], unless either party gives to the other party at least sixty (60) days prior written notice effective as of midnight, ~~June 29, 2019~~ [date that is three years from notice of ratification], ~~or midnight of any June 29th, thereafter,~~ 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. Scope of the Unit (Section 2.01) (Company's 6/4/19 proposal TA'd on 6/6/19)

Change geographic jurisdiction of the Unit to the following ten (10) counties: San Luis Obispo, Kern, San Bernardino, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego and Imperial.

3. **News Writers (Section 3.04)** (*Union's 6/18/19 counterproposal TA'd on 6/18/19*)

Amend Section 3.04 as follows:

The duties of News Writers shall include writing, re-writing, condensing and otherwise preparing news and feature materials for live and recorded programs prepared by the News Department. News Writers may also insert via the news computer system Character Generator material in the course of writing news and feature materials. ~~Performance of such function by News Writers shall not result in a reduction of Character Generator Operators.~~

Notwithstanding the above:

- (a) Employees of the Promotion Department may perform News Writer duties to the extent necessary to prepare news promotional teases for broadcast outside any regularly scheduled newscast(s), providing the news promotional tease does not exceed sixty (60) seconds. The pre-show news tease which is part of the show rundown will continue to be bargaining unit work. Performance of such duties will not result in a layoff of Employees covered by this Agreement.
- (b) News Management may edit material written by bargaining unit personnel. Additionally, News Management may write tease(s) as occasionally necessitated by the operational requirements of the News Department.
- (c) Talent may write for themselves, and stories initially written by talent for themselves may be read by other talent due to changes in the newscast rundown.

4. **Assignment Editors (Section 3.05)** (*Company's 6/4/19 proposal, TA'd 6/19/19*)

Amend Section 3.05(vi) as follows:

(vi) story planning, on a non-exclusive basis. ~~On days when the story planning manager is absent due to vacation or extended illness, or is on assignment in the field for a full day, an Assignment Editor or upgraded News Assistant will be assigned as Story Planner.~~

5. **Probationary Employees (Section 4.02)** (*Company's 6/19/19 proposal, TA'd 8/13/19*)

Change probationary period to from six (6) months to ~~Eighteen (18) Months~~ **twelve (12) months.**

6. **Grievance and Arbitration (Section 7.01)** (Company's 6/4/19 proposal, TA'd 8/13/19)

Amend Step 4 as follows:

~~Any~~ If a grievance is not resolved within six (6) months of filing shall either be slated for arbitration as soon as possible after the sixth (6) month anniversary or and no written demand for arbitration has been served on the other party prior to the expiration of such six (6) month period, the grievance shall be considered withdrawn with prejudice.

7. **Cessation of Scheduling (Section 11.06)** (Company's 6/4/19 proposal, TA'd 8/13/19)

Amend as follows:

If the Company ceases to hire/schedule a Daily Employee, he/she will be paid for all time posted on the current schedule for the seven (7) day period immediately following the date on which the Station notifies the Daily Employee of such cessation.

8. **Downgrading (Section 12.04)**

Amend the last two sentences of Section 12.04 as follows:

The Employee may accept the downgrade or elect to receive severance as provided for in Section 12.06(b) **provided the employee executes a General Release acceptable to the Company and the Union waiving all claims against the Company and the Union.** ~~For regular full time Employees hired prior to June 1, 1988, any such downgrade shall not result in any reduction in an Employee's rate of pay.~~

9. **Layoff (Section 12.06(b))**

Amend Section 12.06 (b) as follows:

Severance Pay - Any regular full-time Employee who is laid off and executes a **General Release acceptable to the Company and the Union waiving all claims against the Company and the Union** shall receive, in addition to Section 12.06(a) above, severance pay in an amount equal to one (1) week's pay for each year of service completed up to a maximum of thirty (30) weeks' severance pay.

10. Re-Employment (Section 12.08) (Company's 6/4/19 proposal)

Delete Section 12.08, subparagraphs (a) through (d) in their entirety and replace with the following:

- (a) Before a new Employee is employed by the Station in any classification in the bargaining unit treated separately for seniority purposes, an Employee with more than one (1) year of full-time staff seniority who has been laid off and who possesses the necessary skills and abilities to perform the work required shall be offered reemployment on the basis of seniority in such classification for a period of one (1) year from his/her effective date of layoff.

An offer of re-employment shall be sent by the Company to the Employee's last known home address by certified mail, with a copy to the Union. If such Employee fails to notify the Company in writing of his/her acceptance within ten (10) days of dispatch of said offer, or if such Employee after so notifying the Company of his/her acceptance fails to report to work at the Station when required (but need not report sooner than twenty-one (21) days from the date of dispatch of said offer) then all of his/her rights under this Agreement shall terminate forthwith. However, if an Employee is offered re-employment on a temporary basis, then the period during which he/she must be offered re-employment shall not terminate if he/she declines such offer of temporary re-employment within ten (10) days of the date of dispatch of said offer.

- (b) If a laid off Employee is re-employed during the period when he/she is entitled to receive an offer of re-employment, then his/her seniority shall be bridged for pay and all other purposes (except severance pay) so that his/her seniority on his/her re-employment date shall be the same as on his/her effective date of layoff; it being understood that vacations shall be reduced on a pro-rata basis for the period of layoff.

11. Vacation (Section 14.01)

Amend the third sentence of Section 14.01 as follows:

Up to five (5) days of Vacation days may ~~not~~ be carried over from one vacation period to the next without the express written permission of the Company.

12. Personal Leave (Section 18.08) (Company's 6/4/19 proposal)

Clarify Section 18.08 as follows:

The Company shall grant regular Employees up to three (3) days per year personal leave on a first come, first served basis, chargeable to sick leave, when requested in

writing at least seventy-two (72) hours in advance by the Employee, so long as no more than one (1) Employee per classification ~~and/or two (2) Employees total~~ are given personal leaves or vacation on any one (1) day. Requests for personal leave may not be made more than one (1) month prior to the requested day off. If an Employee requests a personal leave less than seventy-two (72) hours in advance, the Company shall not be obligated to grant such request. The Company has the option of granting additional personal leaves (beyond one (1) per classification ~~and/or two (2) total per day~~) depending on operational requirements.

No personal leave days may be taken on Thanksgiving, Day After Thanksgiving, Day Before Christmas, Christmas Day, or New Year's Day.

13. Medical, Life and Long Term Disability (Section 16.01) (Company's 6/4/19 proposal, TA'd 8/13/19)

Amend as follows:

- (a) Regular Employees shall be eligible to elect coverage under the ~~Fox Health Plan (excluding retirees), Fox Dental Plan, Fox Vision Plan, Health Care and Dependent Care Flexible Spending Accounts, and Group Universal Life insurance benefits,~~ the company's medical insurance, dental insurance, vision insurance, health care and dependent care flexible spending accounts, long term disability insurance (commencing after ninety (90) days of absence), personal accident insurance, business travel accident, basic life insurance and group universal life insurance benefits, ~~a current copy~~ current copies of which ~~has~~ have been delivered to the Union, subject to the terms and conditions thereof. It is understood by the parties that benefits provided to Employees under this Agreement are the same as the benefits generally provided to non-represented employees of the Company (including contribution rates). If the Company makes any changes in the non-represented benefits, then the same changes will be made to the benefits provided to Employees under this Agreement. Such changes include the addition to, subtraction from, modification of, or termination of the foregoing benefit plans in any manner, at the Company's sole discretion, provided that the same changes are made to non-represented employee plan(s). Notice will be given to the Union and the Employees of any such changes, but such changes will not be subject to negotiation nor to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section.
- (b) ~~Insurance coverage will include Long Term Disability Coverage (60% of monthly earnings, maximum \$2,750/month), Basic Life Insurance (2x annual salary, \$200K maximum), and Business Travel Accident (1.5x annual salary, \$250K minimum \$500K maximum), AD&D Insurance (1.5x salary, \$20K maximum) fully paid by the Company. Employees assigned to duty in any helicopter will be covered by such policy during such duty. Benefits in this section begin on the first of the month following two months of service.~~

(c) If the Company institutes child care services for its employees generally, Employees shall be eligible for such services.

14. Sick Leave (Section 18.01)

Amend Section 18.01(a) as follows:

An Employee who is compelled to absent himself/herself from work temporarily because of illness or disability shall receive eight (8) hours' pay at his/her regular rate for each such day's absence other than for his/her scheduled days off in accordance with the following:

(a) Each Employee shall be entitled to receive up to twelve (12) days' sick leave during each calendar year, plus his/her unused sick leave for any prior calendar year, up to a maximum of ~~one hundred twenty (120)~~ **ninety (90)** days' sick leave in any calendar year.

Change time period for Company's right to terminate employment to two (2) years for all employees with five (5) or more years of service and delete provision for employees with ten (10) or more years of service.

15. Sideletter 1 (Sony ELC Operation)

Amend sixth paragraph as follows:

In the instance of breaking news or an unscheduled event where the Company is unable to have two (2) person operating crew, the Company may assign one (1) Technical Director or Director as a single operator of the ELC. The Company will make every effort to meet the required staffing levels described in paragraph three (3) above. The Technical Director or Director acting as a single operator shall be paid time and one half (1.5) for the duration of the single operation, ~~or not less than one (1) hour, whichever is higher~~ **only if he or she acts as a single operator for more than one (1) hour.**

16. Scheduling and Schedule Changes (Section 9.04) (Union's 6/18/19 counterproposal TA'd on 6/18/19)

Amend first sentence of Section 9.04 as follows:

Schedules showing the time of reporting to work and the time of quitting work during the work week and days off shall be posted at convenient places no later than ~~Wednesday~~ **6 p.m. on Tuesday** for the following week.

17. Night Shift Differential (Section 9.06) (Company's 6/19/19 proposal, TA'd 6/19/19)

Increase the night shift differential premium from \$3.25 to ~~four dollars (\$4.00)~~ **four dollars and twenty five cents (\$4.25) per hour.**

18. Wages/Overtime for Daily Employees (Section 11.02) (Company's 6/18/19 counterproposal TA'd 6/18/19)

Increase the Company contribution to the Entertainment Industry Flex Plan on behalf of Daily Employees from nine percent (9%) to ten percent (10%).

19. Vacation Selection (Section 14) (Company's 6/18/19 counterproposal TA'd 6/18/19)

Add the following new sideletter to the agreement:

During the negotiations for a successor agreement to the 2016-2019 Agreement, the Company and the Union discussed the inability of certain full-time staff employees to take paid vacation time during the weeks which include Thanksgiving, Christmas and New Years Day because such weeks were chosen by more senior employees under the vacation selection procedures set forth in Section 14. Notwithstanding the provisions set forth in Section 14, the Union and the Company agree that for the first annual vacation selection period that occurs after the ratification of a new successor agreement, full-time staff employees who during the previous vacation year took any paid vacation time during the weeks which include Thanksgiving, Christmas and New Years Day shall not be permitted to choose vacation during such weeks unless all other employees in their respective vacation selection groups have had an opportunity to select vacation during such weeks. The Company and the Union agree that this sideletter shall apply for the first annual vacation selection period that occurs after the ratification of a new successor agreement only. The Company and the Union agree to **meet and** discuss the provisions of this sideletter after the first annual vacation selection period that occurs after the ratification of a new successor agreement **and after each subsequent annual vacation selection period.** If both parties mutually agree **at such meetings,** the provisions of this sideletter shall apply for subsequent annual vacation selection periods. The provisions of this sideletter shall be subject to the grievance provisions of the Agreement, but shall not be subject to arbitration.

20. Paid Time Off (Section 11.02(c)) (Company's 6/18/19 counterproposal, TA'd on 6/18/19)

Add another level of PTO for daily employees where a daily employee who works 1640 hours per year shall receive thirteen (13) PTO days

21. Wages (Section 10.01)

Employees shall receive the following minimum hourly wages, with seniority, as of the effective date indicated below:

	Upon Ratification*	1 Year Thereafter	2 Years Thereafter
Director	41.19	42.01	42.85
Associate Director	32.47	33.12	33.78
Producer	44.14	45.02	45.92
News Writer			
0-1 year	28.70	29.27	29.86
1-2 years	35.46	36.17	36.89
2-3 years	38.46	39.23	40.01
3+ years	39.48	40.27	41.08
Assignment Editor	44.14	45.02	45.92
CGO (Chyron)	33.94	34.62	35.31
News Assistant			
0-6 months	17.49	17.84	18.20
6-12 months	19.80	20.20	20.60
1-2 years	22.14	22.58	23.03
2+ years	24.45	24.94	25.44

* Rates shall be effective the first day of the first full payroll period following the Company's receipt of notice of ratification from the Union.

22. Overscale Wages (Section 10.02) – Amend as follows:

The Station may, at its sole discretion, pay overscale wages to an Employee. ~~Effective on July 4, 2016, any employee paid overseale on June 30, 2016 receive a two percent (2%) increase in his or her base pay rate. Effective June 30, 2017, an employee paid overseale shall receive a two percent (2%) increase in his or her base pay rate. , Effective June 30, 2018, an employee paid overseale shall receive a two percent (2%)~~


~~increase in his or her base pay rate.~~

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

FOX TELEVISION STATIONS, LLC.

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Date: 9-17-19

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