

Memorandum of Agreement
2020 KTTV/KCOP – NABET, Local 53 Engineering Unit Negotiations

July 1, 2022

This Memorandum of Agreement represents the agreement between KTTV-TV and KCOP-TV (“Company”, “Station” or “KTTV”) and NABET-CWA, Local 53 (“Union”) in connection with the negotiations for the renewal of the 2017-2020 KTTV/KCOP-NABET-CWA Local 53 Engineering Agreement that expired on June 30, 2020 but was extended by mutual agreement of the parties to October 31, 2020.

This document incorporates those items agreed upon by the parties during the negotiations. Unless otherwise noted, all changes shall be effective on July 1, 2022, the date upon which the Company received notice of ratification from the Union. By signing this document, the Union represents that the terms herein have been fully-ratified by the Union and its membership.

The 2017-2020 Agreement shall be amended as follows:

1. **Term** (Section 17.01) – New contract for the term of July 1, 2022 to June 30, 2025. (*TA 12-15-21*)
2. **Grievance Procedure** (Section 5.01) (*Company’s 10/8/20 proposal, TA’d on 8/24/21*)

Amend Step two of the grievance procedure as follows:

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 **but in any event such written grievance must be filed with the other party no later than ninety (90) days after the alleged violation of the Agreement first occurred.** The respective Grievance Committees of the parties shall meet within five (5) days (excluding Saturdays, Sundays and Holidays) of the receipt of such a written grievance and attempt to settle it.

Amend Step two of the grievance procedure as follows:

Step 4 - ~~Any~~ **If any grievance is not resolved within six (6) months of filing with the other party or a written demand for arbitration is not filed with the American Arbitration within six (6) months of the filing of the grievance with the other party, shall either be slated for arbitration as soon as possible after the six (6) month anniversary or be considered withdrawn with prejudice.**

3. Exceptions to Jurisdiction (Section 6.02)

Amend Section 6.02 (c)(xx) as follows (*Company's 9/15/21 proposal, TA'd 3/1/22*):

IATSE Shoots Of Recorded Material In Facility

(xx) ~~In the KTTV/KCOP Newsroom, NABET shall have exclusive jurisdiction to shoot in the Station's studios on the anchor desk. In the remainder of the Newsroom, either Engineers or Station's facilities, IATSE-represented News Photographers or NABET Engineers may shoot recorded material. The Station may also assign IATSE-represented News Photographers or NABET Engineers to ENG shoots of recorded material in the studios . Only Engineers may shoot in technical areas in or adjacent to the Newsroom such as TOC, record room, edit booths, playback room, control room.~~

Amend Section 6.02(xxii) as follows (*Company's 10/8/20 proposal, TA'd 9/15/21*):

Film Make-up Work

(xxii) ~~Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, the performance of any work or operation of any equipment relating in any way to film, other than including, but not limited to, film make-up work may be performed by any bargaining unit or non-bargaining unit persons as stated in Section 6.02(b).~~

Clarify the agreement by adding the following provision to Section 6.02(c) (*Company's 9/15/21 proposal, TA'd 5/20/22*):

Videoconference Material

Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, anchors, reporters, ~~writers and producers~~ may record, transmit and ingest any audio or visual material gathered or recorded by them on any personal electronic device (e.g., smart phone, Iphone, etc.), laptop computer, personal computer or desk top computer in the Station's facilities or in the field (including their homes) using any type of video conferencing software or technology (e.g., Zoom, Skype, etc. **The use of the term "transmit" in the immediately preceding sentence is not intended to mean that anchors, reporters, ~~writers and producers~~ shall be permitted to route or switch sources to air for broadcast, but the term transmit shall allow such persons to record or ingest videoconference material and/or participate in live or recorded videoconferences with others, including guests, and the Station may broadcast such material to air even though NABET-represented employees are not operating videoconference equipment at the point of pick-up/origin. Writers and producers may record and ingest any audio or visual material gathered or recorded by them on any personal electronic device (e.g., smart phone, Iphone, etc.), laptop computer, personal computer or desk top computer in the Station's facilities using any type of video**

conferencing software or technology (e.g., Zoom, Skype, etc.)

Clarify the agreement by adding the following provision to Section 6.02(c) (*Company's 5/20/22 proposal*):

Helicopter

Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, ~~nothing in this Agreement shall require the Station to assign a NABET-represented~~ **the Station may assign SAG-AFTRA represented employees of KTTV or other non-bargaining unit individuals whose voice or image is broadcast from the helicopter by KTTV** to operate or maintain equipment, including, but not limited to, any type of transmission or camera equipment, used in a helicopter or attached to a helicopter.

Clarify the agreement by adding the following provision to Section 6.02(c) (*Company's 5/20/22 (p.m.) proposal, TA'd 5/20/22*):

Scan Converter

Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, either bargaining unit or non-bargaining unit ~~employees~~ **producers, including KTTV newsroom producers, supervisors or managers who have editorial responsibility for the live broadcast,** may operate control room equipment to play live to air audio or video material accessible on the Internet ~~or other digital platforms~~ (e.g., scan converter).

Clarify the agreement by adding the following provision to Section 6.02(c): (*Company's 3/23/21 proposal, TA'd 5/20/22*):

Inaccessible Point Of Pick Up

Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, ~~persons other than NABET-represented employees may operate equipment in the field~~ if the location of a point of pick-up is inaccessible for any reason including, but not limited to, limits placed on access to a point of pick up beyond the control of the Station and reasons related to protecting the safety and/or health of NABET-represented employees or any other persons, **then persons other than NABET-represented employees may operate equipment in the field for the purpose of transmitting or broadcasting live or recorded material. The immediately preceding sentence shall not apply in situations where the Station cannot assign a bargaining unit employee to a point of pick up because of scheduling or staffing limitations.**

Clarify the agreement by adding the following provision to Section 6.02(c) (*Company's 9/15/21 proposal, TA'd 3/1/22*):

Lighting Controlled by Automated Production Control

Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances, arbitrations or practices to the contrary, if the Station determines to have studio lighting controlled by the automated production control ("APC") system, it need not assign a lighting director or any NABET-represented engineer to the studio to perform any lighting functions. **When the Station determines in sole discretion that is it necessary to ensure that dimmers, gels, flags and lighting board cues are operating properly, or that burned out or non-operational lights need to be replaced, that additional lights need to be adjusted or that lighting board presets or cues need to be added or adjusted, the Station will assign NABET-Engineers represented employees to do so. The Station will not require NABET Engineers to perform the lighting work described in the immediately preceding sentence at the same time as their other studio duties and will allow a reasonable amount of time for such Engineers to perform such lighting work and return to their other studio duties. Programming of lighting board cues in within the APC system will continue to be the responsibility of the Director or Technical Director to the extent provided for in Sideletter X.**

4. New Equipment (Section 6.03) (*Company's 5/17/22 proposal, TA'd 5/17/22*)

Amend as follows:

- (a) In the event the Station introduces **new** machinery or equipment after June 1, 1994, which machinery or equipment replaces, substitutes for, or, if the new machinery or equipment is of the same nature as that being used, operated and maintained by Engineers **and such new equipment changes the terms and conditions of employment of the Engineers operating and maintaining such equipment, the Station shall fulfill its obligation to provide notice and an opportunity to bargain to the Union as required by the National Labor Relations Act.** ~~, supplements the machinery or the equipment then being used, operated and maintained by Engineers, then the Station will negotiate in good faith, insofar as is applicable, for the use, operation and maintenance of such machinery and equipment by the Engineers.~~
- (b) ~~Any substantial change in the working conditions of the Engineers assigned to such equipment or machinery because of paragraph (a) above will be mutually considered by the Union and the Station, and if as the result of such change, the work of such Engineer becomes more difficult or onerous, the Station and the Union will negotiate a different wage rate for the performance of such work.~~

5. **Scheduling and Schedule Changes** (Section 8.03)(*Company's 12/2/20 proposal, TA'd 8/24/21*)

Amend Section 8.03 as follows

- (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 for each Group. The schedule for days off shall be posted not later than 6:00 P.M. of Monday for the following week and shall be frozen for such week. The schedule showing the time of reporting to work and time for quitting work during the work week, shall be posted not later than 6:00 P.M. Monday for the following week, provided, however, that the time for reporting to or quitting work, excluding overtime, may be changed without penalty not later than 6:00 P.M. of the third day prior (day of work and also including days off) to the workday on which the schedule is so changed. The reporting and quitting time, excluding overtime, may only be changed after 6:00 P.M. of such day of work by adding working time to the originally scheduled reporting and quitting time. Overtime may be canceled without penalty not later than 6:00 P.M. of the third day (day of work and also including day(s) off) prior to the day on which such overtime is scheduled, and if overtime is canceled after 6:00 P.M. of said third day, then the overtime rate shall be paid for such canceled overtime. If the Engineer has completed his/her tour prior to the posting of the daily schedule, it shall be the Company's sole obligation to notify him of any change. Notice of schedule changes, not posted forty-eight (48) hours in advance shall be given via telephone to the employee's residence (responsible person or answering machine) or to another number supplied by the employee to the Employer for such purpose. If an Engineer has completed his/her tour prior to the posting of the daily schedule, it shall be the Company's sole obligation to notify him/her of any change. Such notice shall be considered given as of the time it is received by the Engineer personally, by the responsible person/answering machine at the Engineer's home or to another number supplied by the Engineer.

The Station shall also post on Monday a schedule showing the time of reporting to work and the time for quitting work and days off for the second following week. However, such schedule for the second following week may be changed and none of the limitations and provisions of the paragraph immediately above shall apply to such schedule for the second following week.

Notwithstanding any other provisions of this Section or Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, a schedule posted electronically (e.g., through the Internet, website, smart phone or computer application, text to or from personal electronic devices) and available to employees electronically shall satisfy all schedule posting requirements in this Agreement. Notice of schedule changes made to an employee by text message or email to his or her personal electronic device shall satisfy all schedule change requirements in this Agreement as long as said employee has confirmed receipt of schedule changes via the same medium used to contact him/her.

(b) DELETED

6. Workday/Meal Period (Sections 8.01(c) and 8.05)

WITHDRAWN on 3/23/22

a. ~~Change the current work day from 8.5 hour elapsed day (7.5 hours worked and a one hour meal period that is one half paid and one half unpaid) to an 8.5 hour elapsed day with 8 hours worked and a 30 minute unpaid meal period.~~

b. ~~Change the current work day for Engineers assigned to newsgathering work in the field from 8.0 hour elapsed day (7.5 hours worked and a one half (1/2) hour paid meal period to an 8.5 hour elapsed day with 8 hours of work and a 30 minute unpaid meal period.~~

(conform Sections 8.01 and 8.05 and remainder of CBA to reflect new meal provisions)

7. **Missed Meal Penalties** (Sections 8.05 (b) and (c)) ~~Reduce the missed meal penalties from thirteen dollars to ten dollars (\$10), and for Engineers assigned to coverage of news in the field from thirteen dollars (\$13) to ten dollars (\$10) for the first half hour delay, eight (\$8) for the second half hour delay and six dollars (\$6) for the third and subsequent half hour delays for Engineers.~~ **WITHDRAWN on 3/23/22**

8. Pension and Retirement (Section 9.03(c)) *(Company's 8/24/21 proposal, TA'd 8/24/21)*

Amend Section 9.03 as follows:

(a) The Engineer Employees as a group shall be deemed as an included unit under the Pension Plan for Union Employees of Fox Television Stations, Inc. ("Pension Plan"), a current copy of which has been received by the Union, subject to all terms and conditions thereof, and any future changes made in the Pension Plan by the Company to comply with applicable law. This Agreement reflects an unreduced pension at age 62, rather than age 65. Participation (as defined by the Pension Plan) by Engineer Employees in the Pension Plan ceased as of May 30, 1999. The benefits earned by Engineer Employees as of that date were determined, and each participating Daily Employee was one hundred percent (100%) vested in his/her benefit as of May 30, 1999. The Engineer Employees may retire voluntarily or be retired involuntarily under the Pension Plan upon and subject to the provisions thereof. Retirement shall not be deemed either a layoff or discharge. **Full-time staff Regular Engineers hired on or after January 1, 2016 and Daily Employees shall not be eligible to participate in the Pension Plan.**

(b) **Full-time staff Regular Engineers hired before January 1, 2016 and any Daily Employees (regular and daily)** may elect to 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.

- (c) During the term of this Agreement, the Company will pay ~~an~~ **a full-time staff Regular Engineer hired on or before January 1, 2016** who retires a one-time payment of Two Hundred Fifty Dollars (\$250.00) for each full year of service with the Company.
- (d) **Full-time staff Regular Engineers hired on or after January 1, 2016 only shall be eligible to participate in the Fox Corporation Consolidated Savings Plan. Specifically, within sixty (60) days after the Company receives notice of ratification of the successor agreement to the 2017-2020 KTTV-NABET-CWA Agreement, the Company shall extend to actively employed full-time staff Engineers hired on or after January 1, 2016 participation in the Fox Corporation Consolidated Savings Plan under the same terms and conditions provided non-represented employees of the Station provided they have satisfied any required waiting period. It is understood by the parties that the Fox Corporation Consolidated Savings Plan provided to Employees as described above under this Agreement is the same as that generally provided to non-bargaining employees of the Company including any matching contributions by the Company. If the Company makes any changes in the non-bargaining employee Savings Plan benefit, then the same changes will be made to the Savings Plan benefit provided to Employees under this Agreement. This includes but is not limited to: the adding, subtracting, modifying, substituting and/or termination of benefits. 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 and the Union agree that all continuous full-time staff employment between January 1, 2016 and the date the Company receives notice of ratification of the successor agreement to the 2017-2020 KTTV-NABET-CWA Agreement shall count toward satisfying any required waiting period under the Fox Corporation Consolidated Savings Plan.**

9. Pay Checks (Section 9.04) (*Company's 10/8/20 proposal, TA'd 11/17/20*)

Amend as follows:

Employees shall be paid bi-weekly. The Employees' bi-weekly pay checks shall contain:

- (i) The minimum weekly wages for the prior weeks; and
- (ii) The penalties and premiums earned during the prior weeks.

~~Except in the case of unforeseen circumstances beyond the control of the Company, The~~ distribution of pay checks will be made on Friday of every other week **unless the Company provides notice to the Union that payment will be on another day every**

other week. Checks may be paid by electronic direct deposit. ~~upon proper authorization from the Engineer affected.~~

Changes in time cards made by employees must be made within sixty (60) days of the date on which payment was made from the original time card.

10. Vacation In Single Days (Section 11.01(a)) (Company's 3/23/22 proposal, TA'd 5/20/22)

Amend the sentence in Section 11.019(a) regarding single vacation days as follows:

Notwithstanding the immediately preceding sentence, effective during the vacation year beginning on April 1, ~~2018~~ **2022 2023** and thereafter, any Engineer entitled to ~~five (5)~~ **four (4)** weeks of vacation shall be entitled to take one (1) of such weeks in single vacation days.

11. Vacation slots (Section 11.01(b)) (Company's 5/20/22 p.m. proposal, TA'd 5/27/22)

Amend Section 11.01(b) to provide that the number of available vacation slots during ~~any period of the year~~ **February, May, November and December** shall be no more than the following number in each of the respective job categories:

2 TOC, 1 Audio, 1 Studio Camera Operator, 2 NABET Field Engineers (Photographers), 1 News TD, 1 Lighting, 2 Editors, 1 On Air Ops, 1 Master Control, **2 Maintenance (including Mt. Wilson transmitter)** ~~1 Mt. Wilson, Maintenance 1~~

The number of available vacation slots during the remainder of the year shall be:

2 TOC, 2 Audio, 2 Studio Camera Operator, 2 NABET Field Engineers (Photographers), 2 News TD, 1 Lighting, 2 Editors, 1 On Air Ops, 1 Master Control, 2 Maintenance (including Mt. Wilson transmitter)

12. Daily Hires (Section 16) (Union's 8/24/21 proposal, TA'd 8/24/21)

a. Amend Section 16.02(d) as follows:

- (d) Daily Engineers shall receive eight (8) hours at the applicable hourly rate for each day they work, plus fifteen percent (15%) thereof. **One year after ratification [insert date], the premium to be reduced to thirteen percent (13%), two (2) years after ratification [insert date], further reduced to eleven percent (11%).** If a Daily Engineer is assigned to perform the duties of an Engineer in a higher Group, he/she shall be upgraded in accordance with Section 13.07(c) of this Agreement.

b. Amend Section 16.02(k) as follows:

- (k) 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 ~~eight percent (8%)~~ ~~(increased to eight and one half percent (8.5%) effective July 1, 2018 and further increased to nine percent (9%) July 1, 2019)~~ **six percent (6%)** of their appropriate rate for all time worked.

c. Amend 16.02(l)(i) as follows:

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

<u>Hours</u>	<u>PTO Days</u>
1000	5 2
1080	6 3
1160	7 4
1240	8 5
1320	9 6
1400	10 7
1480	11 8
1560	12 9

d. Amend Section 16.02(o) as follows:

- (o) (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. Such contributions shall be remitted weekly to the CWA-SRT.
- (i) The Company shall contribute ~~three percent (3%)~~ **two percent (2%)** of base salary for eligible Daily Engineers to the CWA-SRT. Such contributions shall be remitted bi-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 one hundred percent (100%) 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.

- e. Move Sideletter XVII (Paid Sick Leave for Daily Hires) to end of Section 16.02 as Section 16.02(p)

13. Photographers (*Company's 12/15/20 proposal, TA'd 3/1/22*)

Amend Sideletter VI as follows:

SIDELETTER VI – Cross Utilization

Updated: ~~July 1, 2008~~ **TBD**

Full cross-utilization of Microvan Operators and News Photojournalists. Cross-utilization is defined as the performance of ENG, photography, transmission, or editing duties under the jurisdiction of NABET-CWA 53 by members of IATSE-600, and performance of duties under the jurisdiction of IATSE-600 by members of NABET-CWA 53. Such cross-utilization will only occur under the following conditions:

- (i) Any NABET or IATSE represented employees may be cross-utilized on a given day. The Company agrees to cross-utilize NABET employees equally. The Company will ~~to~~ balance the number of said cross-utilized personnel on a one for one basis.
- (ii) Individual Employees who are cross-utilized will be paid at the highest applicable rate (NABET Group B, IATSE 600, or their own rate, whichever is higher).
- (iii) On live shots for which two cross-utilized employees are assigned, the employee assigned to drive the microvan will be designated primary microvan operator, and will be responsible for duties associated with the microvan, and the second employee will be the primary photographer.
- (iv) There will be no reduction in force of staff personnel from either of the signatory bargaining units as a direct result of this agreement.
- (v) IATSE-600 photographers may operate any type of transmission equipment or technology.
- (vi) Cross-utilized IA 600 Employees may edit pieces in the field which are directly

related to the story assigned.

- (vii) In the event that the number of IATSE represented employees **cross-utilized** exceeds the number of NABET represented employees in any given ~~day~~ **week by more than seven (7)**, the Company will have seven (7) calendar days to assign more NABET represented employees than IATSE represented employees in order to balance the total number of cross-utilized employees for such 7-day time period.

14. Company Policies (*Company's 10/8/20 proposal, TA'd 12/15/20*)

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 Contributions and Activities; Records Management; Cellular Phone and Electronic Device Usage; Employee Involvement in Investigations; Release of Information on Employees and "References"; Dress Code; Consideration of Non-Smokers; Children in the Workplace; Animals in the Workplace; Bulletin Boards; Environmental, Health and Safety Program; Violence in the Workplace; Weapon Prohibition; Substance Abuse; Employee Assistance Program; Company's Standards of Business Conduct; End User Information Protection Policy; Insider Trading and Confidentiality Policy; 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, Import-Export Policy; Equal Employment Opportunity; Accommodations; Preventing Harassment, Discrimination and Retaliation; Gender Transition; and Personnel and Payroll Records.

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.

15. Layoffs (Section 13.03) (Company's 3/23/22 proposal, TA'd 5/27/22)

Amend Section 13.03 as follows:

- (a) In the event there is to be a reduction in the staff of Engineers at KTTV/KCOP, then Engineers shall be laid off in the inverse order of seniority from the ~~appropriate KTTV/KCOP~~ following four (4) seniority lists:

Maintenance
—— TOC
—— Production Control
—— Master Control
—— Editors
—— Field Engineers
—— Camera Operators
—— Lighting

List 1 - Maintenance

List 2 – Editors and Field Engineers

List 3 – Master Control

List 4 – Production Control, Camera Operators and Lighting, Audio and TOC

Engineers who are laid off shall, on or before the effective date of layoff, receive a service letter from the Station, if same is requested. Before any layoffs of Regular Engineers at KTTV/KCOP, all Probationary Engineers at KTTV/KCOP will be laid off.

- (b) **Regular** Engineers who are laid off shall receive advance notice of such layoff equal to one (1) week's notice for each year of service completed up to a maximum of four (4) weeks' notice or pay in lieu thereof, **If a Regular Engineer 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 plus one (1) week's severance pay for each year of service completed up to a maximum of ~~thirty five (35)~~ **thirty (30)** weeks' severance pay. **In addition to severance pay payable in accordance with the foregoing sentence, Engineers with more than five (5) years' seniority who are laid off because of automation shall receive automation severance pay in accordance with the following:**

Seniority at the Company as an Engineer	Automation Severance Pay
5 - 6 years	\$ 500.00
6 - 7 years	\$ 600.00
7 - 8 years	\$ 700.00
8 - 9 years	\$ 800.00
9 - 10 years	\$ 900.00
10 - 11 years	\$1,000.00
11 - 12 years	\$1,100.00
12 years and over	\$1,200.00

~~In lieu of the notice required as aforesaid, an Engineer who has been laid off and rehired on a temporary basis for a period of time less than the period of notice to which he/she would otherwise be entitled on the basis of seniority need only receive notice equal to the period of his/her employment on a temporary basis. Any period for which an Engineer has previously received severance pay shall be excluded in determining any entitlement to severance pay upon a subsequent layoff.~~

- (c) ~~Any laid off Regular Engineer shall be given first consideration for any work as a daily employee provided he or she possesses the skills and abilities necessary to perform the work involved in the position to be filled for a period of time equivalent to his or her recall rights under Section 13.04(a). An Engineer will be deemed to possess the skills and abilities necessary to perform the duties involved for a daily position if he has satisfactorily performed the duties within six (6) months of his layoff. In the event an Engineer has not satisfactorily performed the duties of a daily position within the six (6) months prior to his layoff, the Company shall have the right to make the determination of his skills and abilities for the daily position. The Company's determination with respect to skills and abilities shall be subject to the grievance and arbitration provisions of the Agreement. In any such arbitration proceeding, however, the arbitrator shall have no power to substitute his/her judgment for the judgment of the Company, but shall sustain the Company's determination if the Company has acted in good faith upon the basis of its judgment and not arbitrarily or capriciously. (See also Sideletter X re Voluntary Layoff)~~

16. Sick Leave (Section 12.01(c) (Union's 8/24/21 proposal, TA'd 8/24/21)

Amend as follows:

- (c) If an Engineer while on sick leave, receives any payments, other than medical expense, as the result of the Company's participation in a private or government sponsored insurance plan, then any such amounts received by the Engineer shall be deducted from the wages which the Engineer would receive while on sick leave hereunder. An **Regular Engineer with less than five (5) years' seniority** who has been absent for one (1) year due to illness or disability may be terminated by the Company. **An Engineer with five (5) years' or more but less than ten (10) years' seniority**

who has been absent for two (2) years due to illness or disability may be terminated by the Company.—An Engineer with ten (10) years’ or more seniority who has been absent for three (3) years due to illness or disability may be terminated by the Company.—The determination of the Engineer’s length of seniority for the foregoing shall be the Engineer’s length of seniority after ninety (90) calendar days of illness or disability. However, any return to work during the ninety (90) calendar day period for ~~fifteen (15)~~ **sixteen (16)** work days or less **more** shall not “break” the ninety (90) day period, and any return to work during the one (1) or two (2) ~~or three (3)~~ year period (whichever is applicable) for ~~fifteen (15)~~ **sixteen (16)** work days or less **more** shall not “break” the one (1) or two (2) ~~or three (3)~~ year period (whichever is applicable). Such termination shall not be grievable or arbitrable.

17. Bereavement Leave (Section 12.07)(*Company’s 10/8/20 proposal*)

WITHDRAWN on 8/24/21

18. Insurance (Section 9.12) (*Company’s 10/8/21 proposal, TA’d 8/24/21*)

Amend as follows:

- (a) Regular Employees shall be eligible for coverage under the ~~Fox Group Medical and Vision Plans (excluding retirees), Health Care Flexible Spending Account, Dependent Care Flexible Spending Account, Group Universal Life, and Dental 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.

~~Insurance coverage will include Long Term Disability Coverage, Basic Life Insurance, and Business Travel Accident Group Insurance policy fully paid by the Company.~~

~~Employees assigned to duty in any helicopter will be covered by such policy during such duty.~~

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

19. Force Majeure – Add a provision entitled “Force Majeure” to the agreement as follows:

WITHDRAWN on 3/23/22

20. Turnaround (Section 8.04)*(Company’s 12/15/20 proposal, TA’d 8/24/21)*

Amend Section 8.04 to provide that the short turnaround fee shall be twelve dollars (\$12) where current language provides for \$9 or \$14.

21. Technical Phone Calls (Section 8.08) *(Company’s 12/15/20 proposal, TA’d 8/24/21)*

Amend Section 8.08 as follows:

In the event the Company places and completes a telephone call to an Engineer who is neither working at that time, nor who is “on call” pursuant to Subsection 8.01(d), nor scheduled to work at the time of such telephone call in order to obtain technical information or for technical purposes, the Company shall pay a fee of ~~Eighteen Dollars (\$18.00)~~ **Twenty Dollars (\$20.00)**. The fee shall only be paid to obtain information that would not have been otherwise available to the authorized caller, but for the telephone call. Subsequent telephone calls in a twenty-four (24) hour period shall result in an additional fee of Twenty Dollars per call (\$20.00).

No penalties or premiums shall be applicable as a result of the payment of said fee. It shall be within the exclusive discretion of the Company to determine if the Eighteen Dollar (\$18.00) or Twenty Dollar (\$20.00) fee is to be paid in any individual instance.

An Engineer who is required to stay on the phone for more than 15 minutes shall be paid his straight time rate of pay for all time spent on that call plus a fee (listed in this section). Any additional call shall begin at the double time rate of pay for all time on that call plus the aforementioned fee.

22. Maintenance Fee (Section 9.01(d)) *(Company’s 12/15/20 proposal, TA’d 8/24/21)*

Amend as follows:

Engineers assigned to maintenance duties on a full-time regular basis shall be paid a premium of ~~Seventeen Dollars (\$17.00)~~ **Twenty Dollars (\$20.00)** per week.

23. Wages (Section 9.01) (Company's 5/27/22 proposal)

Base hourly wage rates set forth in Section 9.01 shall increase as follows: **three and one half percent (3.5%)** on July 11, 2022 (the first day of first full pay period after Company's receipt of notice of ratification); two percent (2%) effective July 1, 2023 (one year after ratification); and two percent (2%) effective July 1, 2024 (two years after ratification. Company and Union shall agree on exact amounts of hourly wage rates and effective dates to be inserted in chart in Section 9.01.

Provided that the Company receives notice of ratification by the Union and its membership of this proposed Revised Final Package Proposal on or before June 30, 2022, the Company shall pay each full-time staff bargaining unit employee employed on May 27, 2022 a one time lump sum amount of seven hundred and fifty dollars (\$750.00) and each daily hire 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 \$375. 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.

ACCEPTED AND AGREED:

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

FOX TELEVISION STATIONS, LLC

By: 
Steve Ross
President, NABET-CWA, Local 53

By: 
Kevin Casey
Senior Vice President, Labor Relations

Date: 7/26/22

Date: 7/26/22