

Section 9.10

No Pyramiding, Overtime and Premium Pay

In no event shall:

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

Section 9.11

Insurance

- (a) Regular Engineers shall be eligible for coverage under the Fox Television Stations, Inc. Group Medical, Vision and Dental Plans. ~~Effective March 1, 2010,~~ Engineers electing to participate in the Group Medical, Vision, and Dental Plans shall make weekly contributions at the same rate as non-represented employees of the Company.

It is understood by the parties that the medical benefits provided to Engineers under this Agreement are the same as the Group Medical, Vision, and Dental Plans generally provided to unrepresented employees of the Company. If the Company makes any changes in the unrepresented medical benefits, then the same changes will be made to the medical benefits provided to Engineers under this Agreement. Notice will be given to the Union and to the Engineers 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.

Under the same terms and conditions as such benefits are provided to non-represented employees of ~~Fox Digital NE&O~~, Regular Engineers shall be eligible for the Company's Health Care Flexible Spending Account, Dependant Care Flexible Spending Account, Long Term Care and Group Universal Life Insurance.

Additionally, Regular Engineers shall be eligible for coverage under the Fox Long Term Disability Plan and the Fox Life Insurance Plan subject to all terms and conditions of such Plans, except that the cost of such coverage will be paid by the Company.

- (b) The Company shall provide coverage for Engineers under the Fox Business Travel Accident Plan and pay the full cost of such coverage. This coverage will be in the same amount as non-represented employees of the Company. If there are any changes to the Fox Business Travel Accident Plan, such changes will be communicated to the Union. The benefits provided herein shall be in addition to any Workers Compensation insurance or other protection required to be carried by the Company by any federal, state, or municipal law.
- (c) If the Company institutes child care services for its employees generally, Engineers shall be eligible for such services.

- (d) The Company retains the unilateral right to amend, modify, substitute, terminate or add to any of the benefits listed in this Section 9.11. Any amendments, modifications, substitutions, terminations, additions, or deletions made to these benefits will be made on the same basis for Regular Engineers as for non-represented employees of ~~Fox Digital~~ NE&O.

ARTICLE X

OVERTIME

Section 10.01

Overtime

- (a) Engineers 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 on any work day if assigned to a five (5) day work week, or in excess of nine and one-half (9-1/2) hours on any work day if assigned to a four (4) day work week;
 - (iii) on scheduled days off;
 - (iv) in excess of seven (7) consecutive days following their previously scheduled days off until scheduled two (2) consecutive days off;
- (b) Engineers shall receive double their regular rate for all work in excess of twelve (12) elapsed hours since his/her in-time on any work day.

Section 10.02

Nature of Overtime

- (a) In accordance with established practice, an Engineer may decline to work overtime on his/her scheduled day(s) off if another qualified Engineer is available for such work.
- (b) In accordance with established practice, an Engineer may decline to work overtime on his/her work day(s) if another qualified Engineer is available for such work if he/she notified Fox Digital:
- (i) during the first half of his/her shift on the day prior to the day on which the overtime is scheduled if at work on such prior day, or;
 - (ii) not later than noon of the day prior to the day on which the overtime is scheduled if not at work on such prior day.
- (c) When ~~Fox Digital~~ NE&O posts the schedule for days off in accordance with the provisions of Subsection 8.03(a), it shall simultaneously post a "General Overtime Preference" sign-up sheet covering the same week as the schedule. On such sign-up

sheet, a Regular Engineer may indicate a desire to be afforded an opportunity to work days off. Neither the Engineer nor the Company shall be obligated to schedule and/or assign work based on the "General Overtime Preference" sign-up sheet. The sign-up sheet shall be posted until 6:00 P.M. Tuesday for the following week.

ARTICLE XI

VACATIONS AND HOLIDAYS

Section 11.01 Vacations

- (a) **For any Employee hired as a Regular Engineer on or before June 30, 2011, the vacation period hereunder shall be between April 1 of each year and March 31 of the subsequent year. Engineers shall receive a vacation with pay according to their length of service as of October 31st of such year as follows:**

<u>Length of Service</u>	<u>Vacation Time</u>
0 - 6 months	-0-
6 - 12 months	13 days
1 - 5 years	4 weeks
5 - 15 years	5 weeks
Over 15 years	6 weeks

It is expressly understood that the above provision does not apply to any Regular Engineer hired on or after July 1, 2011.

For any Employee hired as a Regular Engineer on or after July 1, 2011, the vacation period hereunder shall be between April 1 of each year and March 31 of the subsequent year. Engineers shall receive a vacation with pay according to their length of service as of October 31st of such year as follows:

<u>Length of Service</u>	<u>Vacation Time</u>
0 - 6 months	-0-
6 - 12 months	1 week
1 - 5 years	2 weeks
5 - 15 years	3 weeks
Over 15 years	4 weeks

It is expressly understood that the above provision does not apply to any Regular Engineer hired on or before June 30, 2011.

All Regular Engineers entitled to less than four (4) weeks of vacation may make a three-way split of their vacation, Engineers entitled to four (4) or more weeks of vacation may make a four-way split of their vacation, Engineers entitled to five (5) or more weeks of vacation may make a five-way split of their vacation, and Engineers entitled to six (6) or more weeks of vacation may make a six-way split of their vacation, but no vacation period so chosen shall be under one (1) week in duration with the exception that one (1)

weeks' worth (five (5) individual days for those on a five (5) day work week or four (4) individual days for those on a four (4) day work week) of days may be scheduled in single day increments. Such individual days shall be scheduled at least two (2) weeks in advance of the date(s) so requested. The individual days may be scheduled concurrently in accordance with Sub Section (b), below.

Comment [MC13]: TA: August 9, 2011 at 11:00 am.

Probationary Engineers and Daily Engineers who become Regular Engineers and qualify for vacation in accordance with the provisions of Subsections 13.01(a) or 16.03(e), may have the scheduling of such earned vacation deferred to a mutually agreeable time, not necessarily within the vacation period set forth above.

Engineers hired with less than six (6) months of service for seniority purposes, who are hired between any May 1 and October 31, shall receive vacation at the rate of 1.08 days per month for each month beginning on their hire date until October 31. Such vacation shall be taken between November 1 (of their hire year) and March 31 (of the following calendar year), and shall be scheduled in the same manner as vacation days.

Engineers on an approved leave of absence which lasts longer than nine (9) months shall continue to be eligible to receive vacation time for the first nine (9) months only of their leave of absence, commencing on the first day of their leave of absence. If such Engineer has not used his/her vacation time for the vacation year in which the leave of absence commences by March 31 of that vacation year, and he/she is still on approved leave of absence as of March 31, he/she shall be paid for his/her remaining vacation time. Engineers returning to work from an approved leave of absence which exceeds nine (9) months shall receive vacation with pay for each month of service, as per the table set forth in Section 11.01(d), according to their length of service as of October 31st of such year.

Upon the commencement of an approved leave of absence, an Engineer may elect to receive vacation to which he/she may be entitled.

In the event such an Engineer returns from a leave of absence exceeding nine (9) months, and has received vacation in excess of that to which he/she is entitled (by reason of the duration of said leave), the vacation to which such Engineer shall be entitled to receive in the subsequent vacation period shall be reduced to the extent that such Engineer has received such "excess" vacation.

Example: Engineer goes on sick leave and subsequently on long term disability beginning August 1, 1998. She has ten (10) years of service. She had already taken all of her vacation for the 1998 vacation year (April 1, 1998 through March 31, 1999). She returns to work September 1, 1999. Beginning May 1, 1999, she no longer receives vacation time (nine (9) months have passed since her leave began). When she returns on September 1, 1999, she receives vacation from November 1, 1998 through April 30, 1999; no vacation is received between May 1, 1999 and August 31, 1999; and she receives vacation from September 1, 1999 through October 31, 1999. Her vacation is calculated at the rate of 2.08 days per month.

- (b) Vacation schedules shall be posted by March 1 of each year and vacation preferences shall be given on the basis of seniority. Once posted, the vacation of an Engineer may not be changed without the consent of ~~Fox-Digital NE&O~~ and the Engineer involved. However, ~~Fox-Digital NE&O~~ may add weeks to the vacation schedule after March 1 of any year, which weeks may be selected vacation weeks in lieu of previously selected vacation weeks by the most senior Engineer to indicate a desire to select such newly posted vacation weeks within five (5) days of such weeks having been posted.
- (c) The ~~Fox-Digital NE&O~~ vacation list shall have not less than eight (8) vacation slots per week. Engineers will exercise their vacation choice on the basis of seniority. In any one (1) vacation week at ~~Fox-Digital NE&O~~, no more than two (2) TOC Operators and three (3) Maintenance Engineers may be on vacation. Nothing herein shall prevent ~~Fox-Digital NE&O~~, at its discretion, from granting the vacation requests of additional Engineers in the above-listed operational areas. If an Engineer does not submit his/her vacation picks within the specified time period, then the Company shall have the right to assign his/her vacation.

Not more than three (3) Engineers at ~~Fox-Digital NE&O~~ shall be entitled to schedule up to two (2) weeks unpaid leave of absence adjacent to one (1) vacation selection annually, requested and posted in conjunction with the annual vacation schedule. Such additional week(s) shall be granted by seniority, and shall be considered to be vacation slots (i.e., a week of such leave is one (1) of the eight (8) vacation slots for that week).

- (d) Vacations shall:
 - (i) start at 12:01 A.M. Monday; and
 - (ii) if an Engineer notifies ~~Fox-Digital NE&O~~ at least four (4) weeks prior to the posting of the scheduled days off for the week in question, such Engineer may choose to have his/her scheduled days off contiguous to either the start or the end of his/her vacation; or
 - (iii) if an Engineer notifies ~~Fox-Digital NE&O~~ at least two (2) weeks but less than four (4) weeks prior to the posting of the scheduled days off for the week in question, such Engineer may choose to have his/her scheduled days off contiguous to either the start or the end of his/her vacation; it being understood, however, that such Engineer waives his/her rights under Section 10.01(a)(iv) of this Agreement;
 - (iv) if requested by Management, an Engineer may elect to work on scheduled days off contiguous to his/her vacation period;

Vacations may start, with mutual consent, between the Company and the Engineer involved, at 12:01 A.M. of any day. If an Engineer consents to such a midweek vacation start, the deadline for request of contiguous days off shall be the date of agreement to such mid-week vacation start. In no event shall such a vacation week be modified to reflect a midweek start after posting of days off in said week.

An Engineer shall receive the wages that he/she would otherwise have received during his/her vacation on his/her last day of work prior to the start of his/her vacation if he/she requests the same at least fourteen (14) days prior to the start of his/her vacation.

An Engineer returning from vacation shall be obligated to contact Engineering Management at a designated telephone number to confirm his/her work schedule upon return. Such confirmation shall be made between 9:00 A.M. and 5:00 P.M. Pacific time on the last regular business day prior to his/her return from vacation. The Engineer may telephone collect for this purpose. In the event that the Engineer's call is answered by an answering device, he/she must leave a message and then shall be deemed to have met his/her obligation under this paragraph and will not be subject to any discipline for failing to return to work as scheduled.

- (e) An Engineer with more than six (6) months of service shall upon termination of his/her employment at ~~Fox Digital NE&O~~ receive his/her accrued vacation pay for each month of service from the prior October 31 to his/her date of termination, as follows:

<u>Length of Service</u>	<u>Accrued Days of Vacation Per Month</u>
6 - 12 months	1.08 days
1 - 5 years	1.67 days
5 - 15 years	2.08 days
Over 15 years	2.50 days

Section 11.02

Holidays

For any Employee hired as a Regular Engineer on or before June 30, 2011, in the event an Engineer works on Thanksgiving Day, the Day after Thanksgiving Day, Christmas Eve, Christmas Day or his/her birthday, he/she shall receive additional half-time pay premium for all hours worked on such day and, by mutual agreement of the Engineer and the Company, either a compensating day off to be designated by the Company prior to December 31st of the year following such holiday or eight (8) hours of pay at the Engineer's straight time rate. In the event an Engineer works on Martin Luther King Jr. Day, he/she shall receive additional half-time premium for all hours worked on such day. It is expressly understood that this provision does not apply to any Regular Engineer hired on or after July 1, 2011.

For any Employee hired as a Regular Engineer on or after July 1, 2011, in the event an Engineer works on New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, or Christmas Day he/she shall receive additional straight-time premium for all hours worked on such day. Additionally, such Engineers shall receive three (3) floating Holidays which may be used for religious observance or other purposes. It is expressly understood that this provision does not apply to any Regular Engineer hired on or before June 30, 2011.

If any such holiday falls on an Engineer's day off, or during an Engineer's vacation, or during an Engineer's military leave, such Engineer will receive, by mutual agreement of the Engineer and the Company, either a compensating day off to be designated by the Company prior to December

31st of the year following such holiday or eight (8) hours of pay at the Engineer's straight time rate. The Company will make reasonable efforts to schedule a compensating day off adjacent to day(s) off and to avoid scheduling an Engineer to work on his/her day off contiguous to any compensating day off.

Engineers shall receive eight (8) hours of pay at their straight time rate for each compensating day off received pursuant to the foregoing provisions which was not used prior to December 31st of the year following the holiday.

~~In the event an Engineer works on Martin Luther King Jr. Day, he/she shall receive additional half time pay for all hours worked on such day.~~

ARTICLE XII

LEAVE OF ABSENCE

Section 12.01

Sick Leave

- (a) An Engineer who is compelled to absent himself/herself from work temporarily because of illness or disability shall receive one (1) day of pay at his/her regular rate for each such day's absence other than for his/her scheduled days off provided he/she has given ~~For~~ Digital NE&O at least two and one-half (2-1/2) hours advance notice prior to his/her scheduled start time and further in accordance with the following:
- (i) For any Employee hired as a Regular Engineer on or before June 30, 2011, Each Engineer shall be entitled to receive up to twelve (12) days of sick leave during each calendar year plus his/her unused sick leave for any prior calendar year up to a maximum of one hundred sixty-five (165) days of sick leave in any calendar year, it being expressly understood there will be no payout of unused sick leave upon termination of employment.
 - (ii) For any Employee hired as a Regular Engineer on or after July 1, 2011, each Engineer shall be entitled to receive up to ten (10) days of sick leave during each calendar year plus his/her unused sick leave for any prior calendar year up to a maximum of one hundred sixty-five (165) days of sick leave in any calendar year, it being expressly understood there will be no payout of unused sick leave upon termination of employment.
 - (iii) It is understood that a "day" of sick leave taken by an Engineer who is assigned to a four (4) day work week shall be charged to such Engineer's sick leave entitlement as one and one-quarter (1-1/4) days of sick leave.
 - (iii) If an Engineer does not provide the two and one-half (2-1/2) hours advance notice as specified above, he/she shall be required, upon his/her return to work, to provide to the Company a satisfactory written explanation of the reason for his/her failure to provide the required notice. The Company shall consider the

Engineer's explanation and determine whether the explanation is satisfactory. If Management determines that the explanation is satisfactory, the Engineer shall be entitled to sick pay for the day(s) in question. If Management determines that the explanation is unsatisfactory, the Engineer shall not be entitled to sick pay for the day(s) in question. The Company's decision will be in writing. If an Engineer does not provide any written explanation, then he/she shall not be entitled to sick pay for the day(s) in question. If an Engineer is denied sick pay for any day(s), no sick leave shall be deducted from his/her sick leave accrual for that day(s).

- (iv) An Engineer who becomes a Regular Engineer after having served as a Probationary Engineer and/or Daily Engineer shall, upon becoming a Regular Engineer, be credited with one (1) day of sick leave for each twenty-two (22) days of service (pro-rated in quarter-day segments for less than twenty-two (22) full days) of service, in any of the employment categories referenced above, to a maximum of six (6) days of sick leave. Such retroactive sick leave credit shall be computed only for such work during the three (3) year period immediately preceding such Engineer becoming a Regular Engineer. Additionally, upon any individual becoming a Regular Engineer, he/she shall be credited on a pro-rata basis with the remaining sick leave for that calendar year.
- (v) An Engineer on an approved leave of absence which has exceeded nine (9) months on any January 1 shall not accrue sick leave as of that date. Upon the Engineer's return to work, he/she will be credited with sick leave on a pro-rata basis for the remainder of that calendar year.
- (b) ~~Fox Digital~~ NE&O may require an Engineer on sick leave to obtain certification of his/her illness or disability by the Engineer's physician, and may also require the Engineer to be examined by a physician of ~~Fox Digital~~ NE&O's choice, at ~~Fox Digital~~ NE&O's expense and on ~~Fox Digital~~ NE&O's time.
- (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 Engineer with less than seven (7) years seniority who has been absent for two (2) years due to illness or disability may be terminated by the Company. An Engineer with seven (7) years or more but less than twelve (12) years seniority who has been absent for three (3) years due to illness or disability may be terminated by the Company. An Engineer with twelve (12) years or more but less than fifteen (15) years seniority who has been absent for four (4) years due to illness or disability may be terminated by the Company. An Engineer with fifteen (15) years or more seniority who has been absent for five (5) years due to illness or disability may be terminated by the Company. Such termination shall not be grievable or arbitrable.
- (d) In the case of a work-related injury which causes an Engineer to be unable to work for up to ninety (90) calendar days, and for which an Engineer is receiving Workers Compensation benefits, the Company will pay such Engineer a weekly benefit equal to

the difference between the Engineer's Workers Compensation and sixty percent (60%) of his/her regular straight time rate of pay following the exhaustion of an Engineer's accumulated sick leave or beginning with the sixth week of the Engineer's absence, whichever is later. For Engineers who are injured while assigned in the field, such weekly benefit shall commence following the exhaustion of the Engineer's accumulated sick leave or beginning with the fourth week of the Engineer's absence, whichever is later. All such Company-paid benefits will cease upon the Engineer being eligible for benefits under the Company's Long Term Disability Plan for Union Employees.

Section 12.02

Union Purposes

(a) Long Term

Upon four (4) weeks prior notice by the Union, the Company will grant an unpaid leave of absence for Union activity for not more than one (1) Engineer at any one time for specified periods up to one (1) year's duration. If such long term leave of absence for any Engineer extends for more than one (1) year, the Union will, effective the first of the month following the first day of the nineteenth month of the leave of absence, reimburse the Company for the cost of the Engineer's medical insurance. If an Engineer employed by ~~Fox Digital NE&O~~ is on such long term leave of absence for the purpose of serving as a full-time elected officer of NABET-CWA Local 53, his/her service during the period of such leave shall be considered as membership service for purposes of the Pension Plan for Union Employees of Fox Television Stations, Inc. For purposes of determining a benefit under said Pension Plan, such Engineer shall be considered to have earned wages at the then-current Group A rate for Regular Engineers during the term of such leave. The preceding shall apply under the Pension Plan for Union Employees of Fox Television Stations, Inc. only if the Engineer returns to Company employment at the end of such leave, unless his/her failure to return is due to illness or death.

(b) Short Term

Upon two (2) weeks prior notice by the Union, the Company will grant an unpaid leave of absence for Union activity for not more than three (3) Engineers at any one time for specified periods up to one (1) week's duration. No more than four (4) such short term leaves of absence shall be available to an Engineer in any calendar year.

Section 12.03

Military Leave

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

Section 12.04

Other Leaves

A leave of absence may be granted to an Engineer upon his/her written request and approval of ~~Fox Digital NE&O~~. The granting or denial of any such leave by ~~Fox Digital NE&O~~ shall be at its sole discretion, not subject to grievance or arbitration. Upon return of an Engineer from such leave of absence, he/she shall be re-employed in the position he/she held immediately preceding such leave, and for the purposes of his/her seniority, the time of such leave, not to exceed ninety (90) calendar days, shall be considered as time worked as an Engineer. The full cost of the

Engineer's medical insurance shall be paid by the Engineer during any unpaid leave of absence longer than ninety (90) calendar days.

Section 12.05

Jury Duty

- (a) A Regular Engineer 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 his/her regular schedule for the period during which he/she serves as a juror. Should his/her required jury service go beyond a reasonable time (i.e., more than four (4) weeks), payment of full salary to the Engineer is subject to review. Such Engineer is expected to report to work on any day his/her jury duty hours reasonably permit. Upon completion of jury duty, the Engineer must provide the Company with proof of jury service.
- (b) An Engineer assigned to jury duty shall, following the commencement of jury duty, have his/her days off changed to Saturday and Sunday. No penalty shall be payable for changes in his/her normally scheduled days off to Saturday/Sunday, nor for any change back to his/her normally scheduled days off.

Section 12.06

Family and Medical Leave for Birth/Adoption

Disability due to pregnancy shall be treated like any other disability, in accordance with current practice, except that a pregnant Engineer is guaranteed four (4) months of leave during a period of documented pregnancy-related disability. An Engineer may request family and medical leave for the birth or adoption of a child. Such leave will be granted in accordance with applicable state and federal laws. The aggregate amount of time that may be taken for such birth/adoption-related disability and family and medical leave during any twelve (12) month period shall be twenty-six (26) work weeks. A Regular Engineer's seniority for all purposes upon returning shall include the period of such leave of absence.

Section 12.07

Bereavement Leave

- (a) In the event of a death in the immediate family of a Regular Engineer, the Engineer shall be granted up to five (5) days leave of absence for bereavement purposes, with the first three (3) days to be paid leave and the last two (2) days to be charged against sick leave. The immediate family shall be limited to the Engineer's parents, parents-in-law, spouse, non-spouse domestic partner, children, brother, sister, grandparents, grandchildren, aunts, and uncles. ~~The Company will not unreasonably deny additional unpaid time off for any of those listed above or others.~~ Other requests for bereavement leave will be handled on a case-by-case basis and approved by authorized management.
- (b) In the event of a death in the immediate family of a Daily Engineer who qualifies for PTO, the Engineer shall be granted up to five (5) days leave of absence for bereavement purposes, with the first three (3) days to be paid leave and the last two (2) days to be charged against paid time off. The immediate family shall be limited to the Engineer's parents, parents-in-law, spouse, non-spouse domestic partner, children, brother, sister, grandparents, grandchildren, aunts, and uncles. ~~The Company will not unreasonably~~

Comment [MC14]: TA: August 9, 2011, 3:00pm.

~~deny additional unpaid time off for any of those listed above or others. Other requests for bereavement leave will be handled on a case-by-case basis and approved by authorized management.~~

Comment [MC15]: TA: August 9, 2011, 3:00pm.

Section 12.08

Personal Leave

The Company shall grant Regular Engineers 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 Engineer, so long as no more than one (1) Engineer per operational area and/or four (4) Engineers total are given personal leaves 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 Engineer requests a personal leave less than seventy-two (72) hours in advance, Fox Digital shall not be obligated to grant such request. ~~Fox Digital NE&O~~ has the option of granting additional personal leaves (beyond one (1) per operational area and/or four (4) total per day) depending on operational requirements. It is expressly understood that this Section 12.08 shall not apply to any Employee hired as a Regular Engineer on or after July 1, 2011.

ARTICLE XIII

EMPLOYMENT RELATIONSHIPS

Section 13.01

Length of Service

- (a) "Seniority", "length of service" or a term of similar import shall mean the period of time an Engineer has been employed by the Company as an Engineer. In computing seniority, the period of time employed by the Company as an Engineer in any category shall be credited towards his/her seniority as an Engineer except:

An Engineer who becomes a Regular Engineer as a result of service as a Probationary Engineer in accordance with Section 1.01(b)(i) shall not receive seniority credit as an Engineer exceeding one (1) year; and such seniority credit shall be computed only for such work during the three (3) year period immediately preceding such Engineer becoming a Regular Engineer.

- (b) Layoffs shall be made in accordance with the seniority lists attached hereto as Schedules 3 and 4, which lists may be updated from time to time upon mutual agreement of ~~Fox Digital NE&O~~ and the Union.
- (c) The seniority of all Group D or higher Engineers employed by ~~Fox Digital NE&O~~ shall be considered as one group for the purposes of layoff and rehire (Schedule 3). The seniority of all Group C Engineers employed by ~~Fox Digital NE&O~~ shall be considered as one group for the purposes of layoff and rehire (Schedule 4). Seniority lists of such ~~Fox Digital NE&O~~ Engineers will be provided to the Union and the parties shall agree upon the lists.

Section 13.02

Termination of Seniority

Seniority shall be terminated by any one of the following: resignation; discharge; retirement; termination pursuant to Section 12.01(c) hereof; failure to notify or accept re-employment on a regular basis as provided in Section 13.04(a) hereof; failure to notify the Company of acceptance or rejection of re-employment on a temporary basis as provided in Section 13.04(a) hereof; layoff for more than two (2) years of an Engineer with more than two (2) years' seniority on the effective date of layoff as provided in Section 13.04(a)(i) hereof; layoff of more than one (1) year of an Engineer with two (2) years or less seniority on the effective date of layoff as provided in Section 13.04(a)(ii) hereof.

Section 13.03

Layoffs

- (a) For any Employee hired as a Regular Engineer on or before June 30, 2011, in the event there is to be a reduction in the staff of Engineers at ~~Fox Digital~~ NE&O, then Engineers shall be laid off in the inverse order of seniority from the appropriate ~~Fox Digital~~ NE&O seniority list. For the purposes of layoff and re-employment, the seniority of Group E Engineers, regardless of their date of employment, shall be considered separately. Engineers who are laid off shall, on or before the effective date of layoff, receive a service letter from ~~Fox Digital~~ NE&O, if same is requested. Before any layoffs of Regular Engineers at ~~Fox Digital~~ NE&O, all Probationary Engineers and Daily Engineers (per Section 16.03(b)) at ~~Fox Digital~~ NE&O will be laid off.

For any Employee hired as a Regular Engineer on or after July 1, 2011, when layoffs (reductions in force) of Employees are made, the Company in its sole discretion, shall determine the number of Employees to be laid off from the appropriate NE&O seniority list. It is understood that Engineers may be laid off at the sole discretion of the Company. However, prior to layoff the Company will give good faith consideration to the following factors: length of service, experience, skills and ability and other relevant factors. Engineers who are laid off shall, on or before the effective date of layoff, receive a service letter from NE&O, if same is requested. Before any layoffs of Regular Engineers at NE&O, all Probationary Engineers at NE&O will be laid off.

- (b) 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, plus one (1) week's severance pay for each year of service completed up to a maximum of thirty-five (35) 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:

<u>Seniority at the Company as an Engineer</u>	<u>Automation Severance Pay</u>
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 Engineer for which he/she is qualified.
- (d) In the event that ~~Fox-Digital NE&O~~ ceases operation, the following provisions shall apply to the layoff of Regular Engineers employed by ~~Fox-Digital NE&O~~:
 - (i) 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, plus three (3) weeks' severance pay for each year of service completed. Such Engineers shall also have their medical insurance continued at the Company's expense for a period of one (1) year, with COBRA rights effective thereafter. Such resigning Engineer(s) shall have their medical insurance continued at the Company's expense for a period of one (1) year, with COBRA rights effective thereafter. The Company's obligation to provide such coverage shall cease upon the Engineer becoming eligible for benefit coverage under another employer's major medical plan. The Company will not oppose claims for unemployment compensation made by such Engineers as a result of such layoff. Such laid off Regular Engineers will not have rights to either daily or staff employment at KTTV/KCOP.

Section 13.04

Re-Employment of Engineers

- (a) Before new Engineers are employed by the Company in any classification treated separately for seniority purposes, an Engineer with more than six (6) months' seniority who has been laid off in such classification shall be offered re-employment on the basis of seniority as an Engineer in such classification for a period of:
 - (i) Two (2) years from his/her effective date of layoff if he/she has on such date more than two (2) years seniority; or,
 - (ii) One (1) year from his/her effective date of layoff if he/she has on such date two (2) or less years of seniority.

An offer of re-employment shall be sent by the Company to the Engineer's last known home address by certified mail, with a copy to the Union. If such Engineer fails to notify

the Company in writing of his/her acceptance within ten (10) days of dispatch of said offer, or if such Engineer after so notifying the Company of his/her acceptance fails to report to work at ~~Fox Digital NE&O~~ 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 Engineer 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 Engineer 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 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.

Section 13.05

Discharges

The Company shall have the right to discharge any Engineer for cause by giving notice of the discharge with the reason therefor to the Union, and if the Union so requests, sending a copy of such notice to the Engineer discharged. In order to give the Union an opportunity to discuss the matter, the discharge shall not become final for a period of ~~one (1) week~~ ten (10) calendar days after the date it is implemented, but shall nevertheless be effective as of such date of implementation. The Union may grieve and arbitrate such discharge. In the event the Union grieves the discharge of a Regular Engineer, Step Number One of the Grievance Procedure shall be by-passed and if the grievance is not settled at the Step Number Two meeting, it shall be submitted immediately within ten (10) calendar days to arbitration and the arbitration hearing shall be held within ~~one (1) week~~ sixty (60) days of submission, unless otherwise agreed upon between the parties and a decision rendered by the arbitrator at the hearing. If an Engineer is discharged for cause, he/she shall lose all rights and privileges with respect to notice, severance pay and automation severance pay.

Comment [MC16]: TA:
9/16/2011 at 11:40am

Section 13.06

Permanent Promotions and Demotions

- (a) Promotions shall be in the sole and exclusive discretion of ~~Fox Digital NE&O~~. Demotions shall be in the discretion of ~~Fox Digital NE&O~~, but the exercise of such discretion shall be subject to grievance and arbitration if such demotion is:
- (i) disciplinary, or
 - (ii) made in bad faith.

An Engineer who has been upgraded for fifty percent (50%) or more of his/her working days in the previous twelve (12) months shall receive his/her upgraded salary while on vacation, sick leave, bereavement leave, jury duty leave, personal leave, and compensating days off.

- (b) Notwithstanding anything contained in Section 13.06(a) of the Agreement, an Engineer may be downgraded under the circumstances set forth in Subsections (i) and (ii) below.

The burden shall be on the Company to justify the downgrade, and such downgrading shall not be done for the purpose of creating classification vacancies.

- (i) In the event an Engineer's performance is unsatisfactory, in lieu of discipline and/or discharge under Section 13.05 of the Agreement, the Company may elect to downgrade the Engineer in accordance with the following procedure:

For the purposes of this Section, an Engineer's performance will be evaluated by the Company only according to the following standards:

- (a) technical ability;
- (b) accuracy in performance;
- (c) supervisory skills, when applicable;
- (d) decision making ability, when applicable.

The Company must notify the Engineer of his or her unsatisfactory performance. Such notice must be in writing and must specify the nature, extent and content of his or her unacceptable performance. It must also include specific examples of a recurring pattern of failure to meet the above standards.

Following delivery of the notice, the Engineer must be given a sixty (60) day evaluation period, the intent of which is to correct the deficiency. An Engineer may be downgraded following this sixty (60) day evaluation period only after failure to comply with specific standards contained in the notice. The downgrading shall be subject to grievance and arbitration under Article V of the Agreement if such downgrading is:

- (a) disciplinary, or
- (b) made in bad faith, or
- (c) not made in accordance with this procedure.

- (ii) The Company may also downgrade an Engineer when the upgraded position which the Engineer has been filling is permanently eliminated. The Company will give the Engineer thirty (30) days advance notice of the decision and the reason therefore. The downgrade shall be subject to grievance and arbitration if such downgrading is:

- (a) disciplinary, or
- (b) made in bad faith, or
- (c) not made in accordance with this procedure.

- (iii) In the event the arbitrator finds that the downgrade was disciplinary, made in bad faith or not made in accordance with the procedure set forth in either subparagraphs (i) and (ii) above, whichever is applicable, the arbitrator may make all appropriate orders, including, but not necessarily limited to, restoration to and reassignment to the higher classification.

- (a) The Company may assign an Engineer to perform the duties of an Engineer in a higher Group on a temporary basis and such Engineer shall be paid for such upgrade the applicable rate for the higher-paid Group to which he/she is upgraded for the period of time that he/she is so upgraded, in one-quarter (1/4) hour increments. (Also see Subsection 13.07(c) below.)
- (b) An Engineer who is assigned to train another Engineer shall receive a fee of Seventeen Dollars (\$17.00) for such day he/she is so assigned provided that such training is for more than two (2) hours in any day. The Company will give good faith consideration to assigning a Staff Engineer to train another Engineer.
- (c) Engineers who are upgraded for more than three (3) hours in any one (1) work day under the provisions of Subsection 13.07(a) hereof shall be paid for such upgrade the applicable rate for the higher-paid Group to which he/she is upgraded for the period of time that he/she is so upgraded, but for not less than a full tour of duty on such day.

Section 13.08 Temporary Downgrade

If an Engineer who is regularly in a higher Group is temporarily assigned to perform the duties of an Engineer in a lower Group, he/she shall receive the wages of his/her regular higher Group.

Section 13.09 Lounge

The Company agrees to continue the past practice of providing a lounge for the exclusive use of NABET Local 53. The lounge will be maintained and updated in a timely manner.

Section 13.10 Parking

~~Fox Digital~~ NE&O will provide parking for Engineers, subject to its obligations under any applicable law or regulation. Any changes in ~~Fox Digital~~ NE&O parking policy which are implemented as a result of its obligations under applicable law or regulation will apply to Engineers to the same extent as such changes apply to other ~~Fox Digital~~ NE&O employees. ~~Fox Digital~~ NE&O will provide advance written notice to the Union of any such changes. No Engineer will be penalized for inability to participate in Company policy as a result of AQMD regulations.

ARTICLE XIV

TRAVEL AND TRANSPORTATION

Section 14.01 Method of Transportation

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

- (i) the use of public transportation shall not be required when equipment is to be transported and other means of transportation are available; and
- (ii) travel by common-carrier out-of-town shall be by reasonable accommodations.

Section 14.02

Travel Time

When an Engineer is scheduled by the Company to travel from home to a field pick-up on an assignment which does not require the Engineer to stay away from home overnight, he/she shall be credited with the time normally required to travel from ~~Fox Digital NE&O~~ to such field pick-up. If such Engineer is not scheduled to return to ~~Fox Digital NE&O~~ from such assignment he/she shall be credited with a like amount of time for the return home. All travel time shall be credited as time worked.

Section 14.03

Automobiles

Engineers who consent to use their automobiles when the Company requests the same shall receive the following:

- (a) The applicable IRS rate (other than for the mileage between the Engineer's home and his/her regular place of work) with a minimum of Seven Dollars (\$7.00) for each day, plus parking fees.
- (b) An Engineer shall be reimbursed for any "deductible" expense incurred by the Engineer as a result of the use of his/her vehicle while on Company business.

Section 14.04

Travel Expense

- (a) In the event the Company does not elect to cater meals on remote assignments where restaurant facilities are not readily available, Engineers on such assignments will be given sufficient time to travel to and from a restaurant for such meals. In the event the Company does elect to cater such meals, the per diem allowance shall be reduced Three Dollars (\$3.00) for each meal catered, except breakfast, for which the per diem allowance shall be reduced One Dollar and Fifty Cents (\$1.50).
- (b) All travel will be conducted in accordance with the Fox Networks Group Travel Policies and Procedures, a copy of which has been provided to the Union. The current revision of the Policy is dated July 2009.

Section 14.05

Engineer Outside Area

If an Engineer is sent outside the Area (Section 6.01) to perform services for the Company, then he/she shall be entitled to the benefits of the Agreement while outside of the Area.

Notwithstanding the foregoing and any other provisions of this Agreement to the contrary, in the event the Company elects to send an Engineer to work overseas, the Engineer shall be paid a minimum daily rate equivalent to eight (8) hours of his/her regular straight time rate and four (4)

hours of time and one-half (1-1/2x). No other penalties or premiums shall be paid. The Engineer shall also receive his/her travel per diem as set forth in Section 14.04(a)(ii). "Overseas" for the purposes hereof means other than the United States, Canada, Virgin Islands, Puerto Rico and, if applicable, American Samoa. Such overseas assignment at the foregoing rate shall be on a voluntary basis. Engineers on such assignments shall receive the overseas rate for all days on such assignment, including travel days and all days "outside Area", regardless of whether the Engineer performs any work on such day.

ARTICLE XV

SAFETY

Section 15.01 Occupational Health and Safety

- (a) Except as otherwise provided in this Agreement, no Engineer may work on equipment while power is applied to the equipment without another qualified member of the Engineering Department being present.
- (b) Automatic safety devices will be installed by the Company where necessary.

~~Section 15.02 Occupational Health and Safety Committee~~

~~An active and authoritative Occupational Health and Safety Committee consisting of at least one (1) member of the Union and one (1) member of Management shall be established, and shall meet quarterly to discuss safety problems. The committee members designated by the Union shall not suffer any loss of wages with respect to any meeting involving safety matters.~~

Comment [MC17]: Deleted and moved to New Sideletter for Joint Labor Management Committee.

ARTICLE XVI

PROBATIONARY AND DAILY ENGINEERS

Section 16.01 Probationary Engineers

- (a) The employment of Probationary Engineers may be terminated without recourse to the grievance and arbitration procedures. A Probationary Engineer who commences his/her weekly work schedule will receive notice of termination of employment, or pay in lieu thereof as set forth below, not less than seventy-two (72) hours prior to the end of his/her last scheduled day of work in that week. In the event that an Engineer does not receive such notice, he/she shall receive three (3) days pay in lieu thereof. The appearance of a terminated Probationary Engineer on any subsequent schedule shall not result in any additional obligation on the part of the Company.
- (b) The only provisions of this Agreement which shall not be applicable to Probationary Engineers are the following Sections:
 - 11.01 (Vacations)
 - 12.01 (Sick Leave)

- 12.05 (Jury Duty)
- 12.06 (Family and Medical Leave for Birth/Adoption)
- 13.01 (Length of Service)
- 13.02 (Termination of Seniority)
- 13.03 (Layoffs)
- 13.04 (Re-Employment of Engineers)

Section 16.02

Group E Engineers

A Group E Engineer may, under the supervision of a Group C, D, or higher Engineer, perform the following duties: move, transport, store and/or remove camera dollies, microphone booms, lamps, cables, and parallels, except that moving of camera dollies and microphone booms may not be done for operational purposes, transport, place, set-up and dismantle field equipment.

Section 16.03

Daily Engineers

- (a) Daily Engineers may be employed without limitation to perform any and all duties within the jurisdictional scope of this Agreement. The removal of restrictions on assignments of Daily Engineers will not result in a layoff of Regular Engineers.
- (b) ~~Fox Digital NE&O~~'s right to employ Daily Engineers as set forth in Section 16.03 shall not cease so long as the total number of Regular Engineers employed by ~~Fox Digital NE&O~~ is the same or greater than the number of Regular Engineers employed by ~~Fox Digital NE&O~~ upon ratification of the 1994-1997 Agreement, except that in the event that any Regular Engineer(s) employed as of the date of ratification of the 1994-1997 Agreement leaves the employ of ~~Fox Digital NE&O~~ for any reason whatsoever, then the number of Regular Engineers which must be employed by ~~Fox Digital NE&O~~ in order for ~~Fox Digital NE&O~~ to employ Daily Engineers will be reduced by the number of such Regular Engineer(s) leaving, such Engineer(s) need not be replaced, and ~~Fox Digital NE&O~~ may continue to employ Daily Engineers.
- (c) There shall be no interchange in the performance of duties between Daily Engineers employed to perform the duties of Group C Engineers and Daily Engineers employed to perform the duties of Group D or higher Engineers.
- (d) Daily Engineers shall receive one-fifth (1/5) of the applicable weekly rate for each day they work, plus an amount equal to twenty percent (20%) thereof. 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.
- (e) For the purposes of advancement on wage escalators only, Daily Engineers shall be given credit for one (1) week of service for each forty (40) hours (all hours worked) of prior employment as a Daily Engineer. For purposes of seniority, Daily Engineers who become Regular Engineers shall be given credit for eight (8) hours of service for each day of prior employment as a Daily Engineer during the three (3) year period immediately preceding such Engineer becoming a Regular Engineer, not to exceed a total

of one (1) year of such employment.

- (f) Daily Engineers shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all actual work in excess of eight (8) hours on any day and in excess of forty (40) hours in any work week and at the rate of two (2) times their regular hourly rate for all work in excess of twelve (12) elapsed hours since the Daily Engineer's in-time on any day.
- (g) **Minimum calls.** The minimum call on any day for Daily Engineers shall be eight (8) hours. However, notwithstanding the foregoing sentence, **there are two exceptions to the eight (8) hour call rule.**
1. The minimum call for Daily Engineers assigned to lighting plot days, technical production meetings, remote surveys, and technical set-up days shall be four (4) hours, for which a Daily Engineer shall be paid one and one-half (1-1/2) times his/her regular straight time rate for each hour worked on any such call or extension thereof. If requested, an Engineer may elect to work a second consecutive four (4) hour call. Overtime after eight (8) hours of actual work shall be paid in one-quarter (1/4) hour increments, with double time (2x) payable after twelve (12) elapsed hours since the Daily Engineer's in-time. The provisions of Section 8.05 shall not apply to a Daily Engineer assigned to a four (4) hour call, unless he/she works beyond the initial four (4) hour call.
 2. **The minimum call for Daily Engineers utilized on stage productions may be five (5) hours provided that such call will be utilized on the actual production day as well as preparation day(s). As such, the five (5) hour call shall apply only to productions that begin on or after January 1, 2012.**
 - i. **If the call described above goes beyond five (5) hours, all subsequent time shall be paid at time and one half (1 1/2).**
 - ii. **All meal and rest periods continue to be in accordance with Sections 8.05 and 8.06 of the Agreement.**
 - iii. **All other Sections of the Agreement are applicable.**
- (h) The only provisions of this Agreement which shall not be applicable to Daily Engineers are the following:

8.01 (a)-(d)	Week and Work Week and Work Day
8.02	Days Off
8.03	Scheduling and Schedule Changes
9.01	Wages
9.03	Pension
9.11	Insurance, except 9.11(b)
10.01 (a)(iii),(iv)	Overtime
10.02	Nature of Overtime
11.01	Vacations
11.02	Holidays
Article XII	Leave of Absence, except 12.02(a), 12.06, & 12.07(b)
Article XIII	Employment Relationships, except 13.07, 13.09, & 13.10