

**A G R E E M E N T**

**BY AND BETWEEN**

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES & TECHNICIANS-  
COMMUNICATIONS WORKERS OF AMERICA  
(NABET-CWA LOCAL 41)**

**AND**

**FOX TELEVISION STATIONS, LLC  
(WFLD/WPWR)  
Broadcast Technicians**

**December 6, 2022 – December 5, 2025**

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## AGREEMENT

This Agreement made and entered into as of April 25, 2023 by and between Fox Television Stations, LLC (hereinafter called "Employer") on behalf of Television Station WFLD/WPWR (hereinafter called "Station"), Chicago, Illinois, and the National Association of Broadcast Employees and Technicians-Communications Workers of America (NABET-CWA Local 41), AFL-CIO, (hereinafter called the "Union"), which is hereby recognized as the sole collective bargaining agency for all broadcast technicians (hereinafter called "Technicians"), excluding all other employees, now or hereafter employed at Station WFLD/WPWR by the Employer, its lessees, successors or assigns during the term of this Agreement. Wherein wording in this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

### 1.0 BASIC PRINCIPLES

#### Section 1.1

1. The Employer and the Union have a mutual interest in the broadcast industry. Stabilized conditions of employment improve the relationship between the Employer, and the Union and the public. All benefit by harmonious relations and by adjusting any differences through rational common-sense methods.
2. The Union represents and warrants and it is of the essence hereof, that it represents for collective bargaining purposes all of the Technicians of the Station as defined in the Agreement and the Station recognizes the Union as the exclusive bargaining agent for all such Technicians of the Station.
3. WHEREFORE, to these ends and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

### 2.0 DURATION

#### Section 2.1

It is agreed that if at any time during the term of this Agreement the Employer seeks to divest itself of its controlling interest in, or to transfer, lease, assign, or otherwise dispose of Station WFLD, the Employer shall make the assumption of this Agreement by the party or parties assuming operation and control of Station WFLD a condition of such disposal.

#### Section 2.2

This Agreement shall be in effect from midnight December 6, 2022 to and through December 5, 2025. Should either party at the expiration of this Agreement decide to amend, change, alter or terminate this Agreement, a written notice of such desire shall be served upon the other party not less than thirty (30) days prior to such termination date. If notice is not given by one of the parties as provided above, this Agreement shall continue

until either party gives the other notice of its desire to amend, alter or terminate this Agreement and, if either party gives such notice, this Agreement shall expire thirty (30) days after such notice is sent.

### **Section 2.3**

Any changes, supplements or amendments made to this Agreement which are made by mutual consent during the term of this Agreement must be reduced to writing, numbered serially, dated, signed by the parties hereto, and approved by the Sector Office of the Union the same as this Agreement and then shall become a part of this Agreement. Nothing in this Section 2.3 shall be construed to require the Sector to approve grievance settlements, arbitration settlements, and/or agreements settling disputes between the Company and Local 41 that do not constitute a change in any language in the CBA.

## **3.0 TELEVISION TECHNICIANS**

### **Section 3.1**

For the purpose of this Agreement, Television Technicians shall be understood to apply to any person employed by the Station for the operation, maintenance, installation, repair or construction of any transmitting, receiving, control, input or other electrical or mechanical equipment, which may be stationary, portable, or mobile which is used in broadcasting of radio, audio, video, facsimile, FM and/or such other transmission or reception or for such other work as may be involved in the proper function of the Engineering Department of the Station by Television Technicians. Employees in this classification shall be assigned to all duties in respect to video tape including recording, playback, cutting and splicing. Employees in this classification shall be assigned to all duties in respect to the keeping of transmitter logs. It is understood that the Station may use automatic equipment as permitted by FCC rules and that such equipment, if used, will be under the jurisdiction of these employees.

### **Section 3.2**

The Station will notify the Union when the need arises for additional Technicians. The Union may refer Technicians but is not obligated to supply Technicians. The Union acts only as an instrument of communication.

### **Section 3.3**

Master Control Technical Supervisors who function as switchers shall be assigned to correlate the switching of video and audio sources as prescribed in the daily program log and copy book. The verification of program data required by the Station or regulatory agencies shall be assigned to any Technician assigned to the Central Control area who shall also be assigned to enter segment timings, and who may construct the program log to conform with programming requirements.



## **4.0 UNION SHOP**

### **Section 4.1**

As a condition of employment every person employed by the Employer under this Agreement who is a member, or becomes a member of the Union, must remain a member of the Union in good standing during the term of this Agreement. Any new Technician who is not already a member of the Union shall, as a condition of employment, become a member of the Union after the thirtieth (30th) calendar day following the beginning of their employment.

### **Section 4.2**

The failure of any Technician covered hereunder to become or remain a member of the Union by reason of a refusal to tender the initiation fees or periodic dues so uniformly required shall obligate the Station to discharge such Technician upon written notice to such effect by the Union.

### **Section 4.3**

1. The Station agrees to notify the Union in writing within seven (7) calendar days of the date of employment, the name, address, weekly salary and classification of each new Technician covered by this Agreement.
2. The Union agrees to notify the Employer within seven (7) calendar days of a change in the designated Shop Steward for Technicians covered by this Agreement.

### **Section 4.4**

1. The Station agrees to deduct from the wages of its NABET-CWA represented Technicians as, any required periodic dues and to transmit the money so deducted to the appropriate Union Office. Any NABET-CWA Technician desiring such deductions shall execute an effective wage assignment authorization. Such assignment shall be automatically canceled when the Technician is no longer in the collective bargaining unit represented by the Union. Further, the Employer may invalidate the assignment upon written notice to the Local Union if any court or any agency of the United States holds, rules, or declares that any provision of this assignment violates either the Labor Management Relations Act of 1947 (as amended), or the Labor Management Reporting and Disclosure Act of 1959.

2. The total amount of any deduction shall be promptly transmitted by the Station by a check drawn to the order of the appropriate Union Office of NABET-CWA. Upon issue of such check and transmission of same to the International Secretary-Treasurer of said Union Office, all responsibility on the part of the Station shall cease with respect to any amount so deducted. The Station shall not be bound in any manner to see to the application of the proceeds of any check. The Union and Local Union hereby agree to indemnify and save harmless the Station from any claim that may be made upon it for or on account of any such deduction from the wages of any Technician.

## **5.0 EMPLOYMENT**

### **Section 5.1 - Probationary Employees**

All Employees shall be Probationary Employees for a period of one hundred and eighty (180) days from the date of their employment with the Station and shall thereafter be Staff Employees. Probationary Employees may be discharged or laid off at the sole discretion of the Station. During the period of probationary employment a Technician shall work under all conditions set forth in this Agreement.

### **Section 5.2 - Vacation Relief Employees**

1. Vacation Relief Employees shall be considered as Probationary Employees even though their period of employment extends beyond the ninety (90) calendar days provided for in Section 5.1 and may be discharged or laid off at the sole discretion of the Station. Vacation Relief Employees shall be eligible for length of service wage increases based upon their actual cumulative service as a Vacation Relief Employee with the Station. Vacation Relief Employees who do not meet the eligibility requirements outlined in Section 5.2(4a) for medical benefit coverage will be covered by the Entertainment Industry Flex Plan ("Flex Plan"). The Company agrees to deduct from each Vacation Relief Employee's earned wages a minimum of ten dollars (\$10.00) for each day worked and to remit same to the Flex Plan. Vacation Relief Employees will be allowed to increase their daily contribution in accordance with the Flex Plan rules. Vacation Relief Employees will be covered by the Company's Business Travel Accident Insurance as provided for under Section 15.4.
2. All Vacation Relief Employees who are employed for a second and/or subsequent vacation period(s) shall receive vacation credit calculated at the rate of one (1) week per year pro rata to the Employee's period of employment during each year. If such Employee works on any of the ten (10) holidays listed in Section 11.2, he/she will receive an extra day's pay for each such holiday worked or receive a day off with pay at the Company's

discretion during vacation period openings.

3. **Vacation Relief Employees, hired before 2009 who are employed for a second vacation period(s) for at least twenty-six (26) weeks or are employed for a third vacation period for any number of weeks shall have recall rights based on unit seniority and skill for reemployment as Vacation Relief Employees in each succeeding year. If any such Vacation Relief Employee declines more than one-half (1/2) of the Vacation Relief work offered during any two (2) consecutive vacation periods, his/her recall rights shall be forfeited. Such Vacation Relief Employees may only be discharged for cause. Additionally, such Vacation Relief Employees will have first consideration for any available staff position. Such Vacation Relief Employee's vacation credit calculation shall be increased to two (2) weeks per year pro rata to the Employee's period of employment each year, beginning concurrent with the commencement of their recall rights.**
  
4.
  - a. **Vacation Relief Employees who are employed for a second and/or subsequent vacation period(s) for at least thirty-nine (39) weeks shall become eligible for medical benefit coverage as described in Section 15.0 Insurance and pension and/or defined contribution plan with 401(k) benefits as described in Section 31.0 Pension under the same terms and conditions as Staff Technicians. Such coverage will commence on the first day of the second and/or subsequent vacation period(s) of employment of the Vacation Relief Employee provided the Station reasonably expects to employ the Vacation Relief Employee for at least thirty-nine (39) weeks during the vacation period(s). Deductions for the Flex Plan shall cease as of the same date.**
  
  - b. **A Vacation Relief Employee's eligibility for medical benefit coverage as described in Section 15.0 Insurance will cease if he/she has not worked at the Station as a Vacation Relief Employee for at least thirty-nine (39) weeks in any vacation period for which he/she has qualified for benefit coverage. In which case, his/her coverage will terminate on January 31st of the following year and deductions for the Flex Plan shall recommence as of February 1st. However, eligibility for pension and/or defined contribution plan with 401(k) benefits as described in Section 31.0 Pension will remain provided the Vacation Relief Employee works at least one thousand (1000) hours in any calendar year.**
  
5. **In the event that a Vacation Relief Employee becomes a Staff Technician his/her seniority date will be established by crediting the employee for his/her days of service as a Vacation Relief Employee. Such additional credit shall not exceed twenty-four (24) calendar months.**

### **Section 5.3 - New Duties**

**A Technician who is assigned to a job in which they have no recent prior experience**

will be given an adequate opportunity to adjust to their new duties and will receive individual training, if necessary. A Technician who is assigned to train another Technician shall receive a fee of thirteen dollars (\$13.00) for each day they are so assigned provided that they performs any training duties for two (2) hours or more in that day.

#### **Section 5.4 - Daily Employees**

- 1. Daily Employees may be employed to perform any and all duties within the jurisdictional scope of this Agreement,. Each quarter the Station will give written notice to the Union of Daily Employees utilized, providing the date of hire, name, address, hourly rate and classification. The Company shall be limited to the use of four and a half (4.5) full-time equivalent (“FTE”) daily employees per year. However, for purposes of measuring daily hire usage against the FTE limit set forth in the immediately preceding sentence, the Company’s use of daily employees for the following reasons shall not be included: short-term disability/illness of a staff Employee longer than five (5) weeks, long term disability of a staff Employee, maternity or military leave of a staff Employee, workload of a temporary nature due to a significant local or national event (e.g., Olympics or political convention) and staff vacancy that the Company intends to fill with a new hire (not to exceed six months). The Company will continue to provide quarterly reports to the Union detailing usage of daily employees. The Labor/Management Committee (pursuant to Sideletter 8) shall meet no less than every six (6) months to review the Company’s utilization of daily employees. If the Committee determines that the usage has exceeded the FTE limit set forth above, in any three (3) consecutive or non-consecutive quarters, the employee premium shall “pop up” to fifteen percent (15%) for the remainder of the term of the collective bargaining agreement.**

**If the Company seeks to use daily employees for workload of a temporary nature due to a special project in the Engineering or Maintenance Departments (e.g., installation of new equipment or substantial repair of existing equipment), the Company may request that the Union agree the use of daily hire employees in connection with such project not be included for purposes of measuring daily hire usage against the annual FTE limit set forth in the immediately preceding paragraph. The Union shall not unreasonably deny such request.”**

- 2. Staff employees of the Station who are not represented by NABET shall not be employed as Daily Employees.**
- 3. The Station shall give consideration to employing laid off Staff Technicians as Daily Employees for any work for which, in the Station’s determination, they are qualified.**

4. **Daily Employees shall be paid the appropriate weekly rate plus twelve percent (12%) effective or daily pro-rata of the weekly wage rate plus twelve percent (12%) effective for the job category in which they perform and shall be employed for a minimum of four (4) hours in a day. Daily Employees shall accrue no seniority and shall at all times be considered Probationary Employees. Daily Employees shall be eligible for length of service wage increases based upon their accumulated service (e.g., if over a period of time such as two (2) or three (3) years, etc., a Daily Employee has worked the equivalent of one (1) year, he/she will be paid at the one (1) year rate).**
5. **Daily Employees shall not be eligible for any vacations, insurance or medical benefits (except the Flex Plan as set forth in Section 5.4.6. below and Business Travel Accident Insurance), sick pay, holidays (except holiday pay as provided in Section 11.2 for all hours worked on such holidays), leaves of absence, ELAP, severance pay, jury duty or any other benefits provided to Staff Technicians. Night shift differential pursuant to Section 7.8 and Short Turnaround pursuant to Section 9.1 shall apply to Daily Employees. Daily Employees shall be notified of the cancellation of any scheduled shift not later than forty-eight (48) hours prior to the start of the shift. The Station shall afford the Union an opportunity to advise the Station of individuals who are available to work as Daily Employees. The parties agree to utilize a Union-created database as a referral of Daily Employees hired pursuant to this Section, it being understood that the Station retains the exclusive right to determine who it will employ.**
6. **Daily Employees will be covered by the Entertainment Industry Flex Plan ("Flex Plan"). The Company agrees to deduct from each Daily Employee's earned wages a minimum of ten dollars (\$10.00) for each day worked and to remit same to the Flex Plan. Daily Employees will be allowed to increase their daily contribution(s) in accord with the Flex Plan rules. Daily Employees will be covered by the Company's Business Travel Accident insurance as provided for under Section 15.4.**

## **6.0 JURISDICTION**

**The jurisdiction covered by this Agreement shall include all of the following work regardless of whether the equipment is owned, leased or rented by the Station.**

### **Section 6.1**

1. **In connection with the installation, operation, maintenance and repair of all electronic or electro-mechanical equipment or devices including but not limited to television, audio, sound effects, facsimile and any other apparatus by means of which electricity is applied in the transmission, transference, duplication, production or reproduction of voice, sound and/or vision with and/or without ethereal aid including all installation, operation,**

**maintenance, repair and modification of motion picture projectors and all types of recording, re-recording, reproduction and playback on discs, wire, audio or video tape or audio discs or video discs, kinescope and any other means or recording which may now or in the future supplant, substitute for or augment the foregoing. The jurisdiction shall also include the installation, operation, maintenance, repair and modification of all electronic cameras and any associated equipment including combination electronic and motion picture cameras commonly known as “slave cameras”. This would include control, operation and processing of any portable equipment including equipment related to Electronic News Gathering (ENG). This would also include installation and operation of character generators and similar equipment.**

- 2. Nothing contained herein shall require the manning of equipment where no manning is required (e.g., a fixed camera on the Hancock Building, or one (1) Technician performing as video person operating several cameras from a video position,) or any specific number of persons to operate equipment (e.g., one-person news crews). A Technician may be assigned to set up, start and/or stop recording devices that are not part of his/her regular assigned duties, but in such cases shall not be responsible for the quality of the recording(s). It is understood that the Station may regularly assign multiple tasks to an operating location and Technicians are expected to perform those tasks, subject to the priorities established by the Station. Technicians assigned to multiple tasks in operating locations will be trained pursuant to Section 5.3.**

### **Section 6.2**

- 1. This jurisdiction means the operation by a member of the bargaining unit of any of the foregoing equipment or devices regardless of the purpose for which the equipment or devices are used, except that in addition to any other exceptions set forth in this Agreement, equipment or devices used off the premises of the Station and not for the Station’s use, may be operated by persons other than Station Employees.**
- 2. The Station will inform the President of the Union in writing of the planned use of new technical equipment for automation or significant changes in current methods of operation.**

### **Section 6.3**

**The work covered by the Agreement includes the operation of effect slide and/or motion picture projectors used to supplant, substitute for, or augment scenery, on live sets.**

#### **Section 6.4**

**Any electronic or electrical device or devices mounted on or attached to equipment operated by Technicians and/or operated from the control room shall be set up and operated by Technicians.**

#### **Section 6.5**

**Recording operations shall include the playback and cutting of recordings by means of the following: disc, wire, tape, video and audio tape recorders, wire recorders, disc recorders and playback mechanisms, including wire and tape playback equipment and/or any other apparatus which is used to transmit, transfer or record light or sound for immediate eventual conversion into electric energy and/or all other recording operations, including the processing and editing of video and audio tape.**

#### **Section 6.6**

**Except as provided elsewhere in this Agreement, Technicians shall not be required to perform duties other than stated herein, except by mutual agreement with the Local Union and only Technicians shall perform any of the work specified herein.**

#### **Section 6.7**

- 1. The Station, recognizing and respecting the trade jurisdiction of the Union, agrees that when scheduling remote telecasts, including recordings, or other reproductions by electronic or electro-mechanical equipment or devices of such telecasts for transmission and/or video tape syndication by the Station it will use its own Technicians within one hundred (100) air miles radius and outside of that area will give first consideration to its own Technicians.**
- 2. Notwithstanding the foregoing sentence, the Station shall not be obligated to use its own Technicians within the one hundred (100) air miles radius for non-exclusive transmission and/or video tape syndication of sporting events.**
- 3. Additionally, if the Station leases any stage or other area to any other person or entity, employees of the lessor or others assigned by the lessor may perform any duties normally performed by Technicians under this Agreement in such stage or area. In the event of such lease, the Station will give the Union the opportunity to discuss special terms and conditions under which Technicians could be assigned to perform the work, in lieu of the employees of the lessor or others assigned by the lessor performing such work. In all cases, the Station will assign an appropriate Technician to the leased stage or other area.**
- 4. Additionally, the Station shall not be obligated to use its Technicians on**

programs for which the Station purchases the underlying copyright from a third party (e.g., an independent producer), or on programs exclusively used by the Station where the Station has entered into a license agreement with an independent third party when such independent third party retains the underlying copyright. Such programs shall not be subcontracted by the Station to an independent third party for the purpose of evading contractual obligations with the Union. Upon request from the Union, the Station will provide to the Union a copy of any license, copyright or production agreement with an independent third party. The Station will not lease or otherwise provide any of its technical equipment for such programs, unless sufficient numbers of Technicians are assigned to operate such equipment. This subsection shall not apply to programs or material produced on the Station's premises. This subsection shall not diminish the rights of the Company under Section 6.7.3. hereof.

**Section 6.8** - Excluded from NABET jurisdiction are:

1. Operation of studio and production switchers at the premises of the Station including the operation of related integrated equipment and including by way of example only, DVE (Digital Video Effects) unit, dedicated input devices to DVE, monitors, intercom and similar type equipment including the operation of the control of film and tape in connection therewith. To the extent that operation of studio and production switchers is not assigned to or is not within the exclusive jurisdiction of any other exclusively represented bargaining unit, then Technicians may be assigned to such operation.
2.
  - a. The maintenance and repair of equipment, involving warranty, guarantee and proof of performance. However, a NABET Technician will work with the manufacturer's representative when maintenance and repair of the above equipment is being performed on Station premises.
  - b. If technical equipment not under warranty, guarantee or proof of performance cannot be maintained or repaired by NABET Technicians with the hands on assistance of the Chief Engineer and/or the Assistant Chief Engineer, then such technical equipment may be returned to the manufacturer for maintenance, repair or replacement or the Station may use the services of non-employees for such maintenance or repair, and Technician(s) may be assigned at the discretion of the Chief Engineer.
  - c. The construction and/or installation of technical equipment that, in the opinion of the Chief Engineer, cannot be performed by Station Technicians. However, it is understood, such work will be performed by non-employees, and Staff Technicians will be assigned to assist whenever possible.





**broadcast system and regardless of where such equipment is located.**

**Notwithstanding the jurisdictional language contained in Section 6.0 of the Agreement, non-bargaining unit employees may ingest material such as but not limited to that contained on P-2 cards as follows:**

**Ingest-only functions may be performed by Assignment Editors, Managing Editor, Manager of Video Content or Media Librarian. Such individuals must be on duty and perform ingest-only functions at either the news desk or Library and will be performed when no qualified Technicians are available to perform the ingest functions (non-availability includes being currently assigned to other duties). Nothing in the immediately preceding sentence or elsewhere in the Agreement shall be construed to limit the Company's right to have non-bargaining unit personnel access, ingest, manipulate and/or use material accessible on a newsroom content management system (e.g, Bitcentral).**

- c. It is further understood by the parties that all “dubbing” and “editing” will be done by Technicians, except as provided in Sideletter 11 (non-linear editing). No dubbing or editing from management recorded media shall be made for air use.**
  - d. The modification, repair and maintenance of this equipment will be performed by NABET Technicians, except as may be provided elsewhere in this Agreement.**
- 5. a. CHARACTER GENERATOR: It is agreed that the installation, operation, maintenance and repair of any Character Generator, or device of a similar function, is within the work jurisdiction of the Union.**
- b. The operation, installation, maintenance and repair of electronic graphic display weather devices are within the jurisdiction of the Union. Notwithstanding the prior sentence, on-air weather performers and associated News Department employees may operate such equipment during broadcast, or recording for broadcast (including related off camera operation of the same equipment) as well as the operation of such equipment and necessary related equipment to enter, recall, record, prepare, rehearse or preview material provided such operation of the equipment directly relates to the on camera use.**
  - c. The operation of non-broadcast computers (e.g., traffic, news, word processing) whether or not interfaced with the broadcast system may be performed by others. In connection with a news computer, on air**

talent may control the speed of his/her copy.

- d. **Bona fide news writers, producers, and reporters in the course of writing a news story or producing a news program rundown on the newsroom computer may use the capabilities of the newsroom computer to input Character Generator or similar fonts (i.e., lettering of persons, places and things). Additionally, a bona fide news writer, producer or reporter may utilize the newsroom computer to create rundowns which may be directly linked to disk-based storage and recording devices, automated tape machines and graphics systems such as the paint box, still store, etc. Callback from disk-based storage and recording devices, Character Generator or similar memory, graphics systems, still store, etc., will be performed by Technicians. Such utilization by bona fide news personnel shall not be the principal job function of such personnel. Such utilization may not result in the layoff of a Technician.**
  - e. **Authorized employees of the Station who are responsible for the creation of visual material may utilize any Station electronic graphics equipment. In addition, any authorized Station employees in the Promotion, News and Production Departments may utilize any personal computer system(s) which is interfaced with the graphics system(s) and disk-based storage and recording devices for purposes of screening and checking graphic material.**
  - f. **To augment or expedite the editing of video tape (or similar technology) material a producer or director may temporarily operate editing equipment. (By way of example, this exception does not give the producer or director the right to edit to the total exclusion of the assigned editor.)**
6. **Operation of the technical equipment by the Chief Engineer, Assistant Chief Engineer, and Operations management for the purpose of training NABET Technicians. The aforesaid managers may also operate technical equipment for the sole purpose of breaking news stories, until a qualified Technician arrives to perform assigned jurisdictional duties, and may also troubleshoot technical equipment within their areas of responsibility, provided that a Technician will be assigned to assist such manager as soon as reasonably practicable.**
  7. **The purchase of specialized production for promos, I.D.'s, jingles and the post-production of shows which either cannot be created with the Station's existing equipment or which cannot be completed within the required time constraints. Nothing in this Section will preclude the Company from utilizing Technicians under this Agreement, whenever practicable.**

- 8. The operation by a performer or guest during broadcast or recording for broadcast of equipment that is not part of the broadcast system and is necessary for the performance or interview (e.g., slide presentation or the demonstration of a portable camera). In addition, the Company may assign bargaining unit or non-bargaining unit talent and/or guests to operate any teleprompter equipment or any other playout, switching or presentation system equipment when such equipment may be operated by talent and/or guests while they appear on air for presentation purposes (e.g., News Navigator, telestrators, on set touch screens and similar equipment). Such non-bargaining unit talent and/or guests may also perform any coding, programming and data input related to such presentation equipment in connection with the presentation.**
- 9. Newspersons employed by the Station may, without the presence of a Technician, operate handheld consumer electronic recording devices, including cell phones for unplanned news gathering purposes outside the premises of the Station, which material may thereafter be broadcast by the Station in accordance with the Union’s jurisdiction. The handheld consumer electronic recording devices must be portable, need no lights or tripod, and may not be equipped for editing. No Technician will be supplanted as a result of this subsection 9.**
- 10. a. The acquisition for broadcast by the Station of raw unedited news material supplied by a stringer. A stringer cannot be an employee of the Station, but may be temporarily assigned by the Station to augment the normal ENG activity of the Station.**

**b. The acquisition of news insert material acquired from any source. The use of any such news insert material shall be to augment but not supplant the normal ENG activity of the Station.**

**c. As provided in Section 6.7, the Station will give first consideration to its own Technicians when covering news stories outside the one hundred (100) air miles radius. Within the one hundred (100) air miles radius, Station ENG crews will be assigned to cover news stories for the Station unless covered by a specific exception under this Agreement.**

**d. Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances, arbitrations or practices to the contrary, the Station may air any material gathered by its viewers, the public or amateur/citizen journalists as a result of unsolicited submission to the Station or it sending either directly or through an app news alerts (e.g.: push notification) to IPHones, IPads, Samsung phones and other similar or next generation personal communication devices.**

- e. **Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances, arbitrations or practices to the contrary, the Company may enter into agreements with news gathering entities, including, but not limited to, entities such as Fresco or Stringr, and issue assignments or send news alerts to them and/or their app users or amateur/citizen journalists affiliated with such entities seeking video material and broadcast such material provided that the material is gathered on iPhones, iPads, Samsung phones and other similar or next generation personal communication devices.**
- f. **Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances, arbitrations or practices to the contrary, the Company may broadcast any material initially created or gathered by outside entities not affiliated with the Company or individuals not affiliated with the Company that when such material already exists on the internet or social media regardless of where and how such material is gathered or how such material is obtained or acquired.**
- g. **Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances, arbitrations or practices to the contrary, the Company may assign outside entities or subcontractors to gather video material by drones not owned by the Company, except such outside entities or subcontractors may not transmit material live back to the Station using transmission equipment in the field owned by the Station.**
- 11.
  - a. **Where the Station cannot obtain access to the point of pickup, the Station may broadcast any program or program material without assigning a Technician to the pick-up. The Station will notify the Union of its intended utilization of this exception two (2) weeks prior to the broadcast, if feasible, and will make available to the Union a copy of a contract, or in the absence of such contract, appropriate information and documentation supporting its claim to no access.**
  - b. **Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, persons other than NABET-represented employees may operate fixed equipment in a fixed position used for the pick-up of a program or material in the field or on a remote location 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. For purposes of the immediately preceding sentence, such locations include, but are not limited to, the homes of talent. Such equipment must be installed, maintained, and uninstalled by NABET-represented employees.**

12. **Broadcast by the Station of program length commercials, time buys (e.g., real estate or religious shows) or other programs produced and/or controlled by others, where the Station does not hold the copyright to the material concerned.**
13. **It is agreed and recognized that the operation of routing switcher panels are an inherent part of the jurisdiction of the Union. However, it is agreed by the parties that non-bargaining unit employees listed under Sections 6.8.4.b., 6.8.5.e., and 6.8.5.f. of this Agreement are permitted to operate routing switcher panels to accomplish their tasks.**
14. **It is understood that the work jurisdiction does not include any work related to non-broadcast equipment such as personal computers, cellular phones, pagers, etc., but nothing in this Agreement shall preclude Technicians from performing work on such equipment on an as-needed basis.**
15. **If, inside the premises of the Station, technical equipment is leased by the Station, Technicians will be used to operate such technical equipment unless the lessor requires such equipment be operated by the lessor's employees as a condition of the lease.**
16. **With regard to hidden camera and "point of view" situations not using professional cameras, if the Station makes a reasonable effort to seek a waiver from a Union official so that no Technician need be assigned, and no Union official is available at the time, the Station can proceed without a waiver if the nature of the story requires immediate or prompt action. The Station will notify the Union after the event. The Union may grieve if it believes this exception is being improperly used by the Station.**
17. **At the request of either the Station or the Union, the parties will meet to discuss the application of the provisions of this Section.**
18. **Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, anchors, reporters, writers and producers may record or transmit any live or recorded 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.). Anchors, reporters, writers and producers may perform any technological functions on such devices using videoconferencing software or technology, including, but not limited to, switching, provided it can be performed using any keyboard, touchscreen and/or mouse or similar technology.**

19. Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, the Company may assign bargaining unit or non-bargaining unit employees to edit program promotional video and/or audio material which is “tagged” with local station identification when such tagging occurs automatically and/or is performed by persons located outside of the geographic jurisdiction of this Agreement as described in Section 6.7 of this Agreement.

### **Section 6.9**

Technicians assigned to the coverage of news may set four (4) portable lights in connection with such assignments, one (1) of which must be camera mounted. Any additional lights shall require the assignment of an additional Technician.

### **Section 6.10**

Technicians assigned to the coverage of news may conduct interviews or perform other news gathering functions as part of their normal assignments. It is understood that the Technician’s voice and/or image may be utilized in the final story. Technicians will be paid any fee required by the applicable agreement with AFTRA covering the use of the Technician’s voice and/or image. Technicians may be so assigned to the extent that such duties are not within the exclusive jurisdiction of any other exclusively represented bargaining unit.

## **7.0 HOURS OF WORK**

### **Section 7.1**

The parties agree that schedules shall be prepared by management. All schedules, changes, manpower and equipment allotments are to be routed through the supervisor.

### **Section 7.2**

1. A regular work week for Staff Technicians and Vacation Relief Employees is defined as consisting of any five (5) regular work days, as defined below, which will occur within the seven (7) day period beginning at 12:01 a.m. Monday and continuing until 12:00 midnight the following Sunday. Each Technician shall have two (2) consecutive days off each week. For this purpose, Sunday and Monday, if consecutive, shall be considered as consecutive days off. The Station may, upon notice to the Union, change the days upon which the regular work week begins and ends.

2. Each work day for Technicians (other than Daily Technicians employed for a minimum of four (4) hours) shall consist of eight and one half (8 1/2) consecutive elapsed hours, consisting of eight (8) hours of work and a one-half (0.5) hour uncompensated meal period, during which the Technician(s) will be completely relieved from duty. The meal period(s) shall not be considered as hours worked. Daily Technicians employed for a minimum of four (4) consecutive hours of work on any given day shall not have a meal period, but if a Daily Technician works more than four (4) hours on any given day, he/she shall be governed by the same provisions for minimum hours and meal period(s) as all other Technicians.

### **Section 7.3**

1. The Technicians' weekly work assignment schedule shall be made up and posted at least fourteen (14) days in advance of actual employment periods, showing time in and time out, except in the case of those assigned to the coverage of news in the field whose schedule may be posted with nine (9) days notice.
2. In the event a Technician's regularly scheduled day off is changed with less than fourteen (14) days notice (nine (9) days in the case of those assigned to the coverage of news in the field), the Station will pay eight (8) hours at time and one-half (1-1/2x) the regular hourly rate for each day of change.
3. Changes in the daily work schedule shall be posted not later than 12:01 p.m. on the day preceding the affected work day except in case of illness or emergencies, in which case changes may be made as necessary without penalty, and except that in addition, in the case of those assigned to the coverage of news in the field, changes may be made no later than 7:00 p.m. of the preceding day. Posting on the Technicians' bulletin board shall constitute notification except when a Technician is not at work. In the event a Technician is off work the Station will notify the Technician by telephone or telegram.
4. If changes are made to the daily work schedule after the prescribed limits (as described in Section 7.3.3. above), time may only be added to either end of the previously scheduled work day. However, in the case of overtime added to the beginning or end of the Technician's work schedule, which has been added to a posted work schedule pursuant to Section 7.3.3., such overtime may be rescinded without penalty, provided that such rescission occurs eight (8) hours or more prior to the beginning of the Technician's actual shift on the affected day and the Station contacts the Technician by telephone or telegram to notify him/her of such change. Telephone notice left on the Technician's answering machine shall satisfy the requirements of this provision. Station telephone calls shall be logged with date and time for all



such notifications.

5. The Station agrees to make every effort to change the posted schedules as soon as changes in starting time or end time of tour time are known to the Station.

#### **Section 7.4**

1. All time worked or scheduled in excess of eight (8) hours of actual work (excluding the paid unworked meal period) shall be considered overtime and shall be paid at the rate of one and one-half times (1-1/2x) the regular hourly rate. Overtime shall be paid on an one-quarter (1/4) hour basis for each fraction of any one-quarter (1/4) hour worked.
2. All time worked or scheduled in excess of twelve (12) hours of actual work (excluding any paid unworked meal period(s)) in a single shift assignment shall be paid at the double time (2x) rate.
3. In the event that the Station schedules and/or assigns a Technician to work an eighth hour of work (excluding the paid unworked meal period) in any given day, such work shall not be considered overtime for any purpose, and shall be paid at the Technician's regular hourly rate. At its sole discretion, the Company may schedule and/or assign such eighth hour of work.

#### **Section 7.5**

If a Technician works on only one (1) of his/her two (2) consecutive days off, he/she shall be compensated at the rate of one and one-half times (1-1/2x) his/her regular hourly rate of pay for the first twelve (12) hours of work actually performed on such day (excluding any paid unworked meal period) and double (2x) his/her regular hourly rate of pay for all time actually worked (excluding any paid unworked meal period) beyond twelve (12) hours on such day(s). If he/she works on both of his/her two (2) consecutive days off, he/she shall be compensated at the rate of double (2x) his/her regular hourly rate of pay for all time actually worked (excluding any paid unworked meal period) on the second day. The minimum call for working on either day off shall be eight (8) hours, except as provided in Sideletter 14.

#### **Section 7.6**

With the approval of management or a designated supervisor, up to fifteen (15) minutes shall be allowed, where necessary, within each Technician's tour of duty for personal clean-up, making out reports required by the Employer, checking working assignments for the next day, or for passing on information to the Technician relieving him/her.

### **Section 7.7**

Double (2x) the regular hourly rate of pay of the Technician shall be paid when he/she is called back for duty within 12 hours on the same calendar day after completion of his/her original daily assignment and after leaving the place of employment. In computing time worked, the Technician shall receive double time (2x) from the time he/she reports for duty until the completion of his/her assignment, plus one (1) hour credit at the double time (2x) rate, as travel time allowance, and in no event shall any Technician receive less than four (4) hours work credit at double his/her regular rate of pay. When this clause is used and payment is made at this rate, no other overtime rate shall apply.

### **Section 7.8**

A Staff or Daily Technician who works between 11:00 p.m. and 5:00 a.m. shall be paid night shift differential of eleven percent (11%) of his/her straight time rate of pay for all work during such hours only.

### **Section 7.9**

No overtime shall be paid on overtime and penalty pay shall not be considered overtime nor part of base pay.

### **Section 7.10**

1. The Station agrees that no Technician shall work a pattern of excessive overtime. Any such complaint by a Technician or the Union shall be treated as a grievance subject to arbitration.
2. The Station has the right to schedule and require overtime work so long as it complies with the provisions of this Agreement governing scheduling and overtime pay. The Station will make reasonable efforts to accommodate a Technician's request not to be scheduled for overtime.
3. All overtime must be approved by management or a designated supervisor.

### **Section 7.11**

The Employer will endeavor to equalize overtime. To the extent that a Technician's request not to be scheduled for overtime is accommodated, or the Technician is not qualified to perform the assignment, this provision shall not apply. The Station will provide a list of all Technicians' overtime to the Local Union Office on a quarterly basis.

## 8.0 MEAL PERIODS

### Section 8.1

- 1. For all Technicians except those assigned to all remote assignments including ENG/EFP, an unpaid meal period of one-half (0.5) hour duration, during which the Technician shall be completely relieved from duty, shall be scheduled and shall commence no earlier than the beginning of the third hour and no later than five minutes past the beginning of the sixth hour of the Technician's scheduled shift. If a Technician is not provided a thirty (30) minute meal period, he or she shall receive a missed meal penalty equal to forty-four dollars (\$44.00) A meal period may be advanced or delayed within the applicable window without any penalty. A meal period may be scheduled and / or taken without any penalty in the last thirty (30) minutes of work after mutual agreement of the Company and the affected Technician.**
- 2. For Technicians assigned to all remote assignments an unpaid meal period of thirty (30) minutes, during which the Technician shall be completely relieved from duty, shall be scheduled and shall commence no earlier than the beginning of the third hour of the Technician's scheduled shift. If a Technician is not provided a thirty (30) minute meal period, he or she shall receive a missed meal penalty equal to forty-four dollars (\$44.00) However, in lieu of scheduling a Technician assigned to all remote assignments for a first meal, and in lieu of paying the meal fee, the Station, at its sole discretion, may elect to buy out the first meal by payment of a daily fee (hereinafter the "meal buyout") of forty-one dollars (\$41.00). Such election may be made by the Station on either a daily or weekly basis. If such election is made on a daily basis, it must be made no later than three (3) hours and forty-five (45) minutes after the beginning of the Technician's scheduled shift. If such election is made on a weekly basis, it must be made no later than the end of the first hour of the Technician's scheduled shift on their first day of work during that week.**
- 3. Meal periods shall not count as time worked for overtime purposes. Overtime shall be paid after eight (8) hours of actual work.**

### Section 8.2

[DELETED]

### Section 8.3

**An uncompensated second meal period of one-half (1/2) hour duration, during**

which the Technician shall be completely relieved from duty, will not be scheduled but shall commence not later than after eleven and one-half (11-1/2) hours of actual work. The second meal period shall be compensated by a fee equivalent to eighteen dollars (\$18.00) in the event it is missed. A reasonable time for additional uncompensated meal periods after the second meal period, if any, will be made available during every five (5) hours of actual work thereafter. The Technician shall be completely relieved from duty during such additional meal periods. If the second or any additional meal period commences later than the time it is due, or is missed entirely, the Technician shall be compensated by a fee eighteen dollars (\$18.00) for each late or missed meal period. The supervisors will be responsible for making appropriate changes in meal periods.

## **9.0 SHORT TURNAROUND**

### **Section 9.1**

1. Staff and Daily Technicians shall be allowed twelve (12) hours rest between the completion of any one day's assignment and the beginning of the next day's assignment. In addition to any other compensation, Staff and Daily Technicians shall receive thirteen dollars (\$13.00) for each hour or fraction thereof by which such rest period is reduced, to be paid in one-quarter (1/4) hour segments.
2. The twelve (12) hour rest period between assignments shall be applicable whether occurring:
  - a. between work on days normally considered regular workdays;
  - b. between work on a regular workday and work on a "day off";
  - c. between work on a "day off" and work on a "day off";
  - d. between work on a "day off" and work on a regular day;
  - e. between the last work assignment and returning from vacation.
3. A day off shall consist of thirty-six (36) hours off consecutively and two (2) days off, sixty (60) hours consecutively.
4. In the event a Technician has less than three (3) hours rest between the end of one shift and the start of his/her next shift, he/she shall be deemed to have worked a continuous tour.

## **10.0 VACATIONS**

### **Section 10.1**

1. A NABET Vacation Committee appointed by the President of the Local

consisting of an equal number of Technicians as there are vacation lists, but in any event not less than three (3) Technicians, will be established for the purpose of administering this Section of the Agreement pertaining to vacation.

2. The choice of vacation periods by Technicians based on their seniority shall be the subject of discussion and agreement between the Station and the NABET Vacation Committee. In the event that the Station and the Vacation Committee are unable to agree, the Station's determination as to the vacation period(s) of any Technician(s) shall be final. One designated week of vacation may be used as individual days. Such time will be scheduled as follows: All requests for such vacation days shall be submitted in writing at least one week prior to the posting of the effective schedule which contains the requested vacation day off. A vacation day or days off due to expire in the current calendar year must be requested with a specific date or dates in writing as of September 15 of each calendar year. If said request for a specific payback day or days has not been approved and scheduled by October 1 then such day or days shall be taken in the week originally picked. The Station has the option of limiting the number of Technicians off on such vacation days due to operational requirements. Any disputes regarding such requests shall be resolved on the basis of the date of submission and then unit seniority.
3. Vacation entitlement shall be based on Company length of service, which is defined as all time spent in the employ of the Company in any capacity, except as provided in Section 5.2 and Section 5.4 of this Agreement.
4. Technicians upgraded to a higher pay classification for at least one hundred thirty (130) days in any previous calendar year shall receive such upgraded pay classification for vacation, holidays, sick leave, personal/emergency leave and jury duty in the following calendar year.
5. Staff Technicians are eligible for vacation in accordance with the following schedule:

|   |         |
|---|---------|
| More than six months of service,<br>but less than one year, as of 12/31       | 2 weeks |
| More than one year of service,<br>but less than eight years, as of 12/31      | 3 weeks |
| More than eight years of service,<br>but less than fifteen years, as of 12/31 | 4 weeks |
| More than fifteen years of service, as of 12/31                               | 5 weeks |

Vacation is earned during the same calendar year in which such vacation is taken, based on service as of December 31st of that same calendar year.

Effective January 1, 2017, Staff Technicians shall be entitled to take one week (5 vacation days) as single vacation days. A Staff Technician who wishes to schedule a single vacation day shall notify Station management of the date requested in writing and such written request shall be made with a reasonable amount of advanced notice. Requests to schedule single vacation days must be approved by Station management and are subject to operational requirements. The Station shall have final approval on such requests.

### **Section 10.2**

No vacation shall be accumulated from one year to another unless mutually agreed to by the Station and the Union.

### **Section 10.3**

There shall be a minimum of two (2) separate vacation lists: for example, ENG/News (including news editing) and Maintenance/Operations. Any addition to the above minimum will be by mutual agreement between the appointed Vacation Committee and the Company. All Technicians will exercise their vacation choice in order of their bargaining unit seniority within the appropriate vacation list. The selection of vacations shall be completed and posted by the end of the second week of February.

### **Section 10.4**

(Deleted)

### **Section 10.5**

Technicians shall take their vacation as scheduled and perform no work for any reason during their vacation period. All vacation periods shall start on Saturday. The Station will grant requests for days off immediately following the Technician's last day of vacation. In the event that a Technician works either one (1) or two (2) of their days off leading into their vacation, which work shall be only with the Technician's consent, then the Station shall be required to schedule them for either one (1) or two (2) days off, respectively, following their vacation, which cannot be worked.

### **Section 10.6**

All Technicians, while on vacation, will be replaced full-time by other Technicians when required by the Station. The Station will upgrade replacements for vacation

coverage of Technical Supervisors. The Engineer in Charge of the transmitter and maintenance will be replaced while on vacation by a Staff Maintenance Technician at the Engineer in Charge rate.

#### **Section 10.7**

If a scheduled vacation is disrupted due to a death in the Technician's family, jury duty or military reasons, the Station will make reasonable efforts to change a Technician's vacation or the part affected to a mutually satisfactory period. If a scheduled vacation is disrupted due to the serious illness of a Technician or a member of the Technician's immediate family, the Station agrees, on a case by case basis, to consider changing the vacation or the part affected to a mutually satisfactory period.

#### **Section 10.8**

A Technician who leaves the Station's active employ shall receive pro-rata vacation pay for vacation earned but not taken in the calendar year in which he/she leaves.

#### **Section 10.9**

A Technician who leaves the Station's active employ after taking unearned vacation during the current vacation year shall reimburse the Station in accordance with the difference between the pro-rata vacation he/she is entitled to and the unearned vacation he/she has taken.

#### **Section 10.10**

1. A Technician returning from vacation which length exceeds the posting limits in Section 7.3 (i.e., his/her schedule upon return from vacation was not yet posted at the time he/she departed for vacation) shall be obligated to call a designated telephone number to confirm his/her work schedule. Such confirmation shall be made between 9:00 a.m. and 5:00 p.m. Central time on the last regular business day prior to his/her return from vacation. The Technician may telephone collect for this purpose or use the Station's toll free number. In the event that the Technician'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 Section and will not be subject to any discipline for failing to return to work as scheduled.
2. A Technician whose schedule upon return from vacation was posted prior to the time he/she departed for vacation shall not be obligated to call the Station to confirm his/her work schedule. If his/her schedule is changed after he/she has departed for vacation, the Station shall notify the Technician by telephone or telegram. Telephone notice left on the Technician's answering

machine shall satisfy the requirements of this provision. Station telephone calls shall be logged with date and time for all such notifications.

## **11.0 HOLIDAYS**

### **Section 11.1**

[DELETED]

### **Section 11.2**

Notwithstanding any other provisions of this Agreement, sideletters, settlements, grievances or arbitration awards to the contrary, effective January 1, 2017, the following provisions shall apply to holidays. Work performed on Thanksgiving, Christmas Day, New Year's Day, Independence Day, Labor Day, and the day following Thanksgiving shall be paid at one and one half times (1-1/2x) the regular hourly rate of pay of the Technician for the first eight (8) hours of actual work on such day, and double (2x) the regular hourly rate of pay of the Technician for actual work in excess of eight (8) hours on such day even if such holiday falls on one of the Technician's consecutive days off.

If a Staff Technician works on one of the six (6) holidays named above or if one of such holidays falls on his or her regularly scheduled days off, he or she may elect to be paid an amount equal to eight (8) hours of holiday pay at the Technician's straight time rate of pay in addition to the pay described above for time worked on the holiday, or he or she may elect to take a compensatory day off at a later date. A Staff Technician who elects a compensatory day shall notify Station management of such election in writing within three business (3) days of the date of the holiday.

The Company reserves its right to schedule Technicians off on the above named holidays. Technicians shall receive eight (8) hours of holiday pay at the Technician's straight time rate of pay when scheduled off on the holiday. Scheduled holidays off are not required to be adjacent to any other scheduled time off in the work week.

If a Staff Technician elects a compensatory day, he or she must schedule and use such compensatory day within one hundred and twenty (120) calendar days immediately after the date of the holiday on which he or she worked occurred or which fell on his or her regularly scheduled day off. A Staff Technician who wishes to schedule a compensatory day shall notify Station management of the date requested in writing and such written request shall be made with a reasonable amount of advanced notice. Requests to schedule compensatory days must be approved by Station management and are subject to operational requirements. The Station shall have final approval on such requests.

If the Staff Technician does not schedule and use such compensatory day within the one hundred and twenty (120) calendar day period, the Station shall instead pay



him or her an amount equal to eight (8) hours of holiday pay at the Technician's straight time rate. If a Staff Technician is unable to take a compensatory day he or she earned within the 120-day period because management has denied his or her requests for such compensatory day, the Staff Technician shall be given another 30-day period in which to schedule the compensatory day. If he or she cannot schedule the compensatory day within the additional 30-day period for any reason, the compensatory day shall be paid out.

## **12.0 TRAVEL ALLOWANCES**

### **Section 12.1**

1. The Station agrees to furnish first-class living accommodations with single occupancy and first-class traveling accommodations by common carrier. Coach on aircraft shall constitute first-class travel accommodations.
2. Less than first-class accommodations with single occupancy and first-class traveling accommodations can be assigned only if first-class is not available.

### **Section 12.2**

1. The Station shall reimburse each Technician for all reasonable travel and living expenses when travel by such Technician is required or authorized by the Station. The Company will advance a reasonable amount of cash for normal business travel.
2. Technicians scheduled by the Station who require travel and/or work away from the home office overnight shall be reimbursed for actual expenses up to \$50.00 per day. Necessary business expenses such as taxi fares, tips and gratuities shall be reimbursable. Personal expenses are not reimbursable.
3. Technicians assigned to a location more than one hundred (100) miles from the main studios of WFLD/WPWR, but not required to remain away overnight, shall be reimbursed for actual expenses up to \$17.00 per day.

### **Section 12.3**

1. Technicians shall be credited with the following time allowances:
  - a. When sent out of his/her home city on assignment requiring him/her to remain away overnight, he/she shall be credited with not less than one (1) eight (8) hour shift for each day he/she is away on such assignments. If his/her actual work in any one (1) day exceeds eight

**(8) hours time, overtime will apply.**

- b. A Technician whose regularly assigned day(s) off occurs while said Technician is out of town on assignment performing duties covered by this Agreement for the Company shall receive a fee equal to one (1) day's straight time pay for each such day and per diem for each such day provided that:**
- 1) No penalties or premiums shall be applicable as a result of the payment of said fee; and**
  - 2) No traveling on assignment is required and no work is performed on such day(s) off.**

**A Technician whose regularly assigned day(s) off occurs while said Technician is out of town on assignment performing duties covered by this Agreement for the Company, and who requests to travel home in lieu of remaining out of town on such day(s) off, shall not be paid for travel occurring on such day(s) off.**

- c. When sent out of his/her home city on assignment which requires him/her to return to the point from which he/she started on the same workday, he/she shall be credited with the total elapsed time spent on such assignment. He/she may be assigned additional work upon his/her return, subject to the overtime provisions.**
- d. Technicians shall not be credited with time spent reporting to or from work at main studios, garage, earth station, remote news bureau, remote garage, heliport and transmitter. All work scheduled shall start and end at these locations only. They shall be credited with all time spent thereafter, during the day's assignments, such as traveling between studios, remotes, transmitters or other assignments, for which travel is required. The Station will provide parking at the earth station and heliport or reimburse the Technician for such parking. The parties agree to discuss parking with respect to the remote news bureau and the remote garage if and when such facilities are established.**
- e. Notwithstanding Section 12.3.1.a. above, in the event the Station elects to send a Technician to work overseas for the coverage of news or for electronic field production, the Technician shall be paid a minimum daily rate equivalent to fifty percent (50%) of the applicable weekly base rate. This daily rate is the Technician's total compensation for each day so worked, and is inclusive of a base rate and payment for all overtime, in lieu of any other pay for such day, it being understood that a Technician is not entitled to any other compensation of any type**

except for that provided in Section 14.0.2. Travel per diem as set forth in Section 12.2.2 shall be paid. "Overseas" for the purposes hereof means other than the United States, Canada, Virgin Islands, Puerto Rico and, if applicable, American Samoa. These assignments shall be on a voluntary basis and the Station will not discriminate against or discipline any Technician for not agreeing to these terms and conditions.

#### **Section 12.4**

The Station shall reimburse each Technician for all reasonable traveling expenses when travel by such Technician is authorized by the Station. In the event any Technician uses his/her own automobile for transportation in connection with his/her assigned duties, the Station shall reimburse such Technician at the applicable IRS rate. The Station shall have the right to determine the method of transportation, except that Technicians shall not be required to use their automobiles unless they consent thereto.

#### **Section 12.5**

Technicians shall not be required to use elevated lines, subways or public motor buses when transporting equipment of any kind but such public conveyances shall be used when a Technician is not transporting equipment.

#### **Section 12.6**

Technicians shall be reimbursed weekly for all expenditures made, as provided herein, upon submitting a statement of their expenses which shall be upon forms prescribed by the Station.

#### **Section 12.7**

In the event the Station requests any Technician to drive his/her automobile to work in order that it may be used on a later assignment for the benefit of the Station, he/she shall be credited with the total mileage from his/her home, through his/her assignments and back to his/her home, figured by the shortest route. If expense is involved due to parking while on duty at any of his/her assignments, he/she shall be reimbursed by the Station as provided in this Section.

### **13.0 MEAL EXPENSE ALLOWANCE**

#### **Section 13.1**

Technicians assigned to a scheduled field pickup that requires travel and/or work away from the home office shall receive eleven dollars and fifty cents (\$11.50) for meals (including meal tips) upon completion of ten (10) hours of work each day on

all such field pickups away from the home office.

**14.0 WAGES**

- The classification of Technicians in this Article is solely for the purpose of establishing minimum wage scales. The Company may, at its sole discretion, pay a Technician above his/her regular scale where justified by his/her performance and/or responsibility. The Union will be notified of any such**

|  | <u>12/6/2022 -<br/>12/5/2023</u> | <u>12/6/2023 -<br/>12/5/2024</u> | <u>12/6/2024 -<br/>12/5/2025</u> |
|--|----------------------------------|----------------------------------|----------------------------------|
| <b><u>Engineer in Charge</u></b> (Transmitter, Maintenance, Remotes)   | \$54.31                          | \$55.40                          | \$56.51                          |
| <b><u>Technical Supervisor</u></b> (Master Control, Studio Supervisor, EFP Supervisor, ENG Supervisor, Maintenance Supervisor) | \$52.39                          | \$53.44                          | \$54.51                          |
| <b><u>Maintenance Technician</u></b>   |                                  |                                  |                                  |
| 0-1 year   | \$30.91                          | \$31.53                          | \$32.16                          |
| 1-2 years  | \$35.02                          | \$35.72                          | \$36.43                          |
| 2-3 years  | \$40.81                          | \$41.63                          | \$42.46                          |
| Over 3 years   | \$46.84                          | \$47.78                          | \$48.74                          |
| <b><u>Photojournalist</u></b>  |                                  |                                  |                                  |
| 0-1 year   | \$32.02                          | \$32.66                          | \$33.31                          |
| 1-2 years  | \$36.12                          | \$36.84                          | \$37.58                          |
| 2-3 years  | \$41.91                          | \$42.75                          | \$43.61                          |
| Over 3 years   | \$47.97                          | \$48.93                          | \$49.91                          |
| <b><u>Technician</u></b>   |                                  |                                  |                                  |
| 0-1 year   | \$29.13                          | \$29.71                          | \$30.30                          |
| 1-2 years  | \$33.25                          | \$33.92                          | \$34.60                          |
| 2-3 years  | \$39.04                          | \$39.82                          | \$40.62                          |
| Over 3 years   | \$45.09                          | \$45.99                          | \$46.91                          |

payments.

**For Technicians hired after April 1, 2008, See Sideletter No. 9**

### **Section 14.1**

The one (1) year waiting period in order to reach the next step of the pay escalator for a Technician shall be computed from the first day of the month in which he/she was employed by the Station.

### **Section 14.2**

1. Pay day shall occur no less frequently than every two (2) weeks. In order to accommodate such pay day schedule, the Employer will withhold one (1) week of overtime, premium and penalty pay. The amounts withheld will then be paid on the next paycheck.
2. If, due to federal, state or local laws, it is no longer possible to pay at two (2) week intervals, the Station will change the pay day interval accordingly.

### **Section 14.3**

1. In the event that a Technician is temporarily transferred to a higher wage classification, he/she shall be paid at the normal wage scale for such higher classification in one-quarter (1/4) hour segments during the period of such transfer.
2. In the event that a Technician is assigned to a higher classification for three (3) hours in any one (1) tour, he/she shall be paid at the normal wage scale for such higher classification for not less than the entire tour of duty.
3. The above notwithstanding, in the case of coverage for relief for personal needs or rest periods, the relieving Technician shall not be upgraded.
4. in no event, however, is a Technician to receive less than his/her regular wage scale, if assigned temporarily to a lower classification than his/her regular status.

## **15.0 INSURANCE**

### **Section 15.1**

[DELETED]

### **Section 15.2**

The Company agrees to extend to the eligible Technicians on a non-discriminatory basis the following benefits which it extends to non-represented employees of the

**Station: medical insurance (excluding retiree medical), dental insurance, vision insurance, basic life insurance, group universal life insurance, defined contribution retirement savings plan with 401(k) investment plan, basic and supplemental long term disability insurance (commencing after a 90 day waiting period the Company pays 60% of base pay) , personal accident insurance, Flexible Spending Accounts (Health and Dependent Care), business travel accident insurance, employee assistance program, and commuter pre-tax program. The Company and NABET agree that the Company has the unilateral right to amend, modify, substitute, add to, or terminate any of the above listed benefits and shall be applied to the bargaining unit employees on the same basis as are applied to the non-represented employees of the Company. Prior to any implementation of any benefit changes herein, the parties shall meet to discuss a change of coverage provided to eligible Technicians. However, 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. Technicians electing to participate in Company sponsored medical insurance shall make the following weekly contributions: 100% of the then current rate.**

### **Section 15.3**

**In the event of the disability of a Technician by reason of illness or injury, the Station shall hold his/her position open for him/her for a period of nine (9) months if he/she has less than three (3) years of service and for a period of eighteen (18) months if he/she has three (3) or more years of service. The aforementioned periods may be extended by mutual agreement between the Station and the Union. As a condition of the foregoing the Station may, at its discretion, require medical proof as to the existence and/or continuance of such disability.**

### **Section 15.4**

**Staff, Vacation Relief and Daily Technicians shall be covered by the Company's Business Travel Accident Insurance policy under the same terms and conditions as such policy is provided to non-represented employees of the Company. The Company reserves the unilateral right to amend, change, alter, modify, substitute, add to, or terminate the Business Travel Accident Insurance policy. The Company agrees that any amendments, modifications, substitutions, additions, or terminations made to such policy shall be applied to Technicians on the same basis as are applied to the non-represented employees of the Company. Written notice will be given to the Union and to the Technicians 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.**

## **16.0 OPERATIONS-SAFETY PRECAUTIONS**

### **Section 16.1**

Notwithstanding any other provisions of the Agreement, or any other agreements, sideletters, settlements, arbitration awards or practices to the contrary, the Company may assign bargaining unit or non-bargaining unit persons to perform work on its transmitters, including the installation, maintenance and/or repair ~~or operation~~ of any transmitter equipment. If the Company chooses to assign a NABET Technician to transmitter work, it shall assign at least one NABET Technician and one other person to transmitter duty at the TV transmitter locations when any such transmitter is undergoing maintenance or repair beyond the interlocks, provided that when automatic control equipment is installed on any transmitter which is on the air, the assignment of Technicians at the transmitter locations will be entirely within the judgment of the Station. When assigning an outside entity to maintain or repair the transmitter a NABET technician must be present to assist.

### **Section 16.2**

When equipment, the operation of which is within the jurisdiction of the Union, is being installed or constructed on the premises by persons other than Technicians, if feasible the Station shall assign one (1) or more Technicians who are past the probationary period to observe and assist such installation and construction for the purpose of acquainting the other Technicians with such installation and construction.

### **Section 16.3**

Technicians are responsible for the quality of their work; however, pursuant to Section 5.3, a Technician who is assigned to a job in which he/she has no recent prior experience will be given an adequate opportunity to adjust to his/her new duties and will receive individual training, if necessary. Operating errors occurring when a Technician is required to perform more than one function at the same time shall not be charged against the Technician's record unless it can be clearly demonstrated that the Technician was at fault. The immediately preceding sentence shall not be construed to apply to a Technician whose job entails multiple responsibilities at the same time (e.g., a Technician assigned to Master Control responsible for monitoring the on-air signal and the upcoming playlist at same time, or a Photographer responsible for shooting video and gathering audio at same time).

### **Section 16.4**

The Station shall furnish all tools, equipment and special clothing necessary for the operation, installation, repair and maintenance of equipment. The Station shall also

furnish emergency oxygen in Master Control, any transmitter locations or satellite platform or dish positions.

#### **Section 16.5**

It is the intent of the Station that each Technician assigned to continuous restrictive duty shall be afforded reasonable adequate rest periods, coordinated when possible with rest periods of others involved in such assignment or program.

#### **Section 16.6**

In accordance with Station practice, at least one (1) Technician who is a member in good standing in the Union, shall inspect all installation and construction work directly related to technical operation done by persons other than members of NABET.

#### **Section 16.7**

The parties agree to establish a Safety Committee containing an equal number of Union and management personnel. The committee shall meet as the need arises to discuss the safety concerns of either party. The Committee may make recommendations for consideration by the Station's management and shall post a written report as a result of such meetings or recommendations.

#### **Section 16.8**

1. With regard to the assignment of ENG crews, the following guidelines apply:
  - a. An ENG crew, regardless of the number assigned, may contact the Assignment Desk before proceeding with and/or during coverage of a particular assignment if the crew has a valid fear for their health or personal safety. The crew will make suggestions as to how to proceed (e.g., scrub the story, change the nature of the coverage). The Assignment Desk will make a decision as to which alternative to utilize. Such alternative must also be satisfactory to the crew if the decision is to continue any coverage of that assignment. If the Assignment Desk cannot be reached in time, the crew will determine how to proceed. In all situations, the crew is to resolve doubts as to safety against proceeding with the assignment.
  - b. The assignment of either a one or two-person crew to any particular work assignment will be made by the Assignment Desk. The Assignment Desk will immediately inform the crew of any potential hazards in connection with a particular assignment as soon as known.
  - c. In deciding whether to assign a one or two-person crew, the



Assignment Desk will take into consideration such factors as:

- 1) The degree to which the assignment will involve potentially hazardous situations (by way of example such situations include, but are not limited to, exposure to uncontrolled crowds, riots, recognized hazardous area or neighborhoods); and
  - 2) The physical demands of the assignment.
- d. Suggestions and recommendations from affected Technicians are encouraged.

### **Section 16.9**

1. For submarine, artificial air helmet, or scuba diving by a Technician while he/she operates a camera (or associated equipment used with the camera) for the coverage of news or on a remote assignment, such Technician shall be paid an additional wage of forty dollars (\$40.00) per dive, but not more than eighty dollars (\$80.00) shall be paid hereunder to a Technician for any day. For operating a camera (or associated equipment used with the camera) for the coverage of news or on a remote assignment while on a speeding vehicle but positioned wholly or substantially outside of the passenger area of such vehicle, or on moving motorcycles, or from speeding vehicles (other than trains, buses, ships and other large vehicles of a type designed to be used for public transportation of passengers), the same allowance as above shall be paid. The term "speeding" as used herein shall mean an unsafe speed under the circumstances in which the foregoing work is performed. The term "vehicle" as used herein shall include land and water conveyances but not aircraft.
2. Where such work is performed during aerial flight in a helicopter, glider or free balloon, during sky-diving in a military aircraft (other than transport), or in any other aircraft when an FAA waiver or special permit is required, the bonus specified shall be paid on the basis for forty-two dollars (\$42.00) per flight, but not more than eighty-four dollars (\$84.00) for any day, except that where such Technician's tour of duty extends for twelve (12) hours or more, the maximum bonus shall be one hundred thirty five dollars (\$135.00).

## **17.0 LEAVES OF ABSENCE - LAYOFFS - DISCHARGES**

### **Section 17.1**

1. The Station shall grant leaves of absence in accordance with the Family and Medical Leave Act and any other applicable family and medical leave law.

2. **Staff Technicians shall be granted up to two (2) personal and/or emergency leave days per year. Such days shall not be charged against sick days. The Station has the option of limiting the number of Technicians on personal/emergency leave due to operational requirements.**

### **Section 17.2**

1. **The Station will arrange unpaid leave for Union activity upon written request for not more than one (1) Technician at any time for specific periods up to but not exceeding three (3) years in duration. If the Technician is on leave of absence because he or she is elected to a full time officer position at NABET-CWA, Local 41, the Company shall agree to extend the Union leave until either: a) the Technician has completed a total of two (2) terms in such officer position; or b) the Technician no longer holds such officer position, whichever occurs earlier. In no event shall such leave exceed a total of six (6) years in duration unless the Company and the union mutually agree in writing to an additional extension.**
2. **The Union agrees to make available to the Station a substitute Technician acceptable to the Station for the period when a regular Technician may be on Union leave.**
3. **The Union further agrees that upon the return to employment of a Staff Technician from Union leave, he/she shall be given his/her former position.**
4. **Up to three (3) Technicians will be paid by the Station when attending grievance meetings with the Station.**
5. **The Station will arrange a paid leave for union activity upon written request provided the number of Technicians on Union leave does not exceed the number of WFLD/WPWR/WPWR vacation lists in effect when the Union leave is requested. Except as provided elsewhere in this Agreement, the Station shall not be required to grant Union leave to any one Technician that exceeds a total of three (3) days (excluding grievance meetings, arbitrations and negotiations) in any one calendar year. The Union will reimburse the Station for all such paid leave on a quarterly basis.**

### **Section 17.3**

1. **Should it become necessary at any time for the Station to lay off any Technician, the Station shall give him/her at least two (2) weeks' notice in writing of such layoff and on the effective date of his/her layoff grant him/her**

a service letter. If thereafter a vacancy occurs within eighteen (18) months of the date of layoff in the staff of Technicians, he/she shall be given preference in filling such vacancy, at a salary commensurate with his/her length of service at the time of his/her recall. Notification of recall shall be by registered mail to the Technician's last known address. Failure to respond within fourteen (14) calendar days of his/her intention to return to work or refusing recall for a staff position shall forfeit all further recall rights together with all other rights under this Agreement.

2. For the purposes of layoff, seniority lists shall be created for the following three (3) technician categories: News, Operations, and Maintenance. If the Station transfers/reassigns an employee from one technician category to another, the employee so transferred/reassigned shall not be on the seniority list to which he or she has been transferred/reassigned for purposes of layoff until six (6) months after such transfer/reassignment. During such six (6) month period, the employee for purposes of layoff shall remain on the seniority list from which he or she was reassigned.

Layoffs shall be made in the inverse order of seniority of the Technicians on the applicable layoff seniority list (News, Operations, or Maintenance) except that in the event that the Station initiates a layoff of Technician(s) who became member(s) of the bargaining unit after December 27, 1990, the Station may retain an Editor(s), Maintenance Technician(s), ENG Technician(s) (field camera), Master Control Technical Supervisor(s) (switcher), Audio Technician, Character Generator Operator and Electronic Graphic Artist(s) out of seniority if a layoff of such Technician will have an adverse effect on the operation of the Station.

3. A Technician whose service is terminated during the term of this Agreement by a layoff, as a result of the retention of a junior Technician, shall be entitled to double the severance to which the Technician would normally be entitled under the provisions of Article 21 of this Agreement. A Technician must first execute a General Release satisfactory to the Company in order to receive the double severance. In a layoff where a junior Technician is retained out of seniority, the number of laid off Technicians entitled to double severance shall be equal to the number of junior Technicians retained.
4. When layoffs (reductions in force) of Technicians are to be made, the Company at its sole discretion shall determine the number of Technicians to be laid off. If such layoff shall be confined solely to temporary or probationary Technicians the Company shall have the absolute right of selection among such Technicians. If such layoff shall involve temporary, probationary and staff Technicians, the Company shall lay off all temporary and probationary Technicians first and then lay off staff Technicians in inverse order of seniority with exceptions listed above, in this Article on the

applicable layoff seniority list (News, Operations, or Maintenance).

5. If an employee is laid off, the Company shall consider the employee for work as a Daily Employee if it determines, in its sole judgment, that such Employee possesses the skills and abilities necessary to perform the work involved in the position to be filled for a period of two (2) years from the date of layoff. If more than one employee has been laid off and the Company determines, in its sole judgment, that more than one such employee possesses the skills and abilities necessary to perform the work involved, the Company shall first consider the employee who had the greatest seniority with the Company at the time of layoff.

#### **Section 17.4**

1. The Station shall have the right to discharge, discipline, or suspend a Technician for just cause. If the Union believes any such discharge to be unjustified, the matter shall then be considered as a grievance, and shall be handled as stated in Article 19.0 of this Agreement.
2. Notwithstanding the above, an Electronic Graphic Artist Technician may be discharged due to failure to meet the artistic standards of the Station. The just cause standard above shall not apply to a discharge for failure to meet the artistic standards of the Station. Such discharge shall be at the sole discretion of the Station and without recourse to the grievance and arbitration procedures of this Agreement, except as to the issue of whether the Station has complied with the following procedural requirements. Prior to any such discharge of an Electronic Graphic Artist Technician, the Station will provide the Electronic Graphic Artist Technician with written notice of his/her deficiencies, including specific examples, and the artistic standards expected of him/her. Said written notice will be sent concurrently to the Union. Following delivery of the notice, the Electronic Graphic Artist Technician will be given a ninety (90) day evaluation period to correct his/her stated deficiencies. If the Electronic Graphic Artist Technician does not correct his/her stated deficiencies, the Station may proceed with the discharge, and the Electronic Graphic Artist Technician will be entitled to double the severance to which he/she would normally be entitled under the provisions of Article 21.0 of this Agreement. This paragraph shall only apply to Electronic Graphic Artist Technicians who become members of the bargaining unit after December 27, 1990.

### **18.0 SENIORITY**

#### **Section 18.1**

1. Bargaining unit seniority shall be defined as seniority within the bargaining unit covered by this Agreement. Bargaining unit seniority shall commence

from a Technician's employment as a Staff Technician and upon successful completion of the probationary period shall revert to the start of the probationary period. Bargaining unit seniority shall control with respect to layoffs, recall and choice of vacation.

2. For purposes of receiving length of service wage increases, credit shall be given to Vacation Relief Employees and Daily Employees for service in such capacity.
3. A Technician transferred to a position covered by this Agreement from another bargaining unit or from a non-represented position, shall, for vacation purposes only, receive no less than the vacation he/she would have been entitled to receive had he/she not been transferred.

### **Section 18.2**

1. A Technician's seniority and continuous service shall be forfeited for the following reasons:
  - a. Voluntary quit, resignation or death.
  - b. Continuous absence due to illness or injury for more than nine (9) months. After a Technician reaches three (3) years of service he/she shall be granted twenty-four (24) months absence due to illness or injury. The aforementioned periods may be extended by mutual agreement between the Station and the Union. This Section shall not apply when illness or injury has resulted from employment covered by this Agreement.
  - c. Retirement under the Pension Plan provided in Article 31.0 of this Agreement.
  - d. Discharge for just cause.
  - e. Continuous layoff from employment under the terms of this Agreement for twenty-four (24) months.
  - f. Failure or refusal to respond to recall under the provisions of Article 17.0 of this Agreement.

## **19.0 GRIEVANCES AND ARBITRATION**

### **Section 19.1**

It is agreed that fruitless controversies must be avoided and every effort made to maintain good feeling and harmonious relations. To accomplish this, both parties

will in every instance give prompt attention to disputes and will in good faith endeavor to settle differences.

### **Section 19.2**

1. The Station agrees to meet with a Grievance Committee, composed of Technicians regularly employed by the Station, for the purpose of adjusting all disputes in regard to application and interpretation of this Agreement. However, no grievance may be raised later than thirty (30) days after the event, or knowledge thereof by the affected Technicians, which gave rise to its occurrence. Such a meeting of the Station and the Union Grievance Committee may be called by either party upon twenty-four (24) hours notice, with said meeting to take place not later than three (3) business days after issuance of said notice.
2. Any dispute or misunderstanding that cannot be resolved by the parties within ten (10) days after it has been discussed and denied at a grievance meeting shall be submitted to an Impartial Arbitrator who shall be appointed in accordance with the rules and regulations of the American Arbitration Association. The decision of the Arbitrator may neither add to nor detract from the terms of this Agreement. An arbitrator shall not have authority to award monetary relief for any time period that occurs more than nine (9) months prior to the date the Union filed. The immediately preceding sentence shall not apply to any grievance, arbitration or dispute brought to the Company's attention prior to March 13, 2019. The time limits in this Article may be extended by mutual agreement of the parties.

### **Section 19.3**

Each party will bear its own expenses incurred in the conduct of arbitration proceedings but will equally share the expense of the Arbitrator.

## **20.0 SICK LEAVE AND BEREAVEMENT**

The Station and the Union agree that sick leave is to be used to maintain the good health of Technicians. The abuse of sick leave cannot be tolerated by either the Station or the Union. In the case of an extended absence or if a documented pattern of abuse becomes apparent to the Station, then the Technician may be required to provide a satisfactory explanation of the illness (which may include a physician's statement) to the Station, prior to receiving pay for the day or days in question.

### **Section 20.1**

- 1.a. Effective January 1, 2017, Staff Technicians will earn sick leave at the rate of eighty (80) hours per year.. Commencing with the eighty (80) hours of sick leave staff technicians earn for use in 2017, staff

technicians may carry forward to the subsequent calendar year unused sick leave, but the accumulated bank for such unused sick leave shall not exceed two hundred (200) hours and there shall be no payout of such unused sick leave under any circumstances.

- b. Notwithstanding any other provisions of the Agreement, or any other agreement, settlements, arbitration awards or practices to the contrary, the Union and the Company agree that effective March 30, 2016, the accumulated sick leave bank for each staff Technician shall be frozen at the amount earned but unused as of that date. It is agreed that after a staff Technician has used his or her earned sick leave under subparagraph “1.a” above and after he or she has exhausted all of the sick leave in the accumulated sick leave bank described in subparagraph “1.a”, he or she may continue to use any sick days in his or her frozen accumulated sick leave bank for his or her own illness. It is further agreed that any staff Technician with earned unused sick days in his or her frozen accumulated sick leave bank upon termination of employment with the Company for retirement from active service or involuntary layoff shall be entitled to payment pursuant to Section 20.3 of the Agreement up to a maximum of one hundred (100) days upon such termination for such sick days except such payment shall be at the appropriate wage rate effective on March 29, 2016.
2. a. In the case of serious illness, disability (including pregnancy) or injury in which a Technician is confined to a hospital, convalescent home, rehabilitation center, or their home for a continuous period of time and provided that the Company is supplied with full medical documentation supporting the necessity for such confinement, the Company will pay such Technician a weekly benefit equal to the Technician’s regular straight time rate of pay following the exhaustion of a Technician’s accumulated sick leave from previous years or beginning with the sixth week of a Technician’s confinement, whichever is later. However, in the case of a Technician who has accumulated more than two-hundred (200) hours of sick leave from previous years, the above Company-paid benefit will begin with the sixth week of the Technician’s confinement and such Technician’s accumulated sick leave may only be reduced by two-hundred (200) hours of sick leave. (Therefore, under this Section, Technicians are responsible for the first five (5) weeks [two-hundred (200) hours] of such confinement.)

The aforementioned Company-paid benefits will cease upon the ninetieth (90th) consecutive day of such illness/ disability/injury.

- b. Upon a Technician's return from a serious illness or injury during which he/she received benefits under the Long Term Disability Plan, and provided that his/her accumulated sick leave is exhausted, the Company and the Union agree to discuss on a case by case basis crediting the Technician with not more than ten (10) days of sick leave.
3. The Company will provide Long Term Disability insurance pursuant to the provisions of Section 15.2 of the Agreement.

**Section 20.2**

Staff employees shall be entitled to the same bereavement leave offered to non-represented employees of the Station.

The Company and NABET agree that the Company has the unilateral right to amend, modify, substitute, add to, or terminate the bereavement leave benefit and such changes shall be applied to the bargaining unit employees on the same basis as are applied to the non-represented employees of the Company. However, 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.

**Section 20.3**

[DELETED]

**21.0 SEVERANCE PAY**

**Section 21.1**

Staff Technicians laid off from the Station's employment, except Technicians who are discharged or who voluntarily resign, shall be paid one (1) week's pay for each year of service or fraction thereof with the Station capped at thirty-five (35) weeks of pay, plus any accrued paid time off (i.e., vacation, payback days off as provided under Section 20.3). Notwithstanding the immediately preceding sentence, a cap of forty-five (45) weeks shall apply to any employee with 36 or more years of service as of March 13, 2019.

Technicians who voluntarily resign shall be paid accumulated payback days, and prorated vacation.

**Section 21.2**

It is agreed that where a Technician has been laid off and is subsequently recalled within the recall period, his/her severance credits shall date from the recall date.



## 22.0 AUTOMATION CLAUSE

### Section 22.1

WFLD/WPWR/WPWR is responsible for controlling the size of its working force. Before layoffs are made as a result of new technological improvement, WFLD/WPWR and NABET will consult to make every effort to find a way to avoid such layoffs.

### Section 22.2

In addition to severance pay payable in accordance with Section 21.1 of this Agreement, Technicians 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 Station<br/>as a Technician</u> | <u>Automation<br/>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                          |

## 23.0 NO PENALTY FOR REGISTERING OF COMPLAINT

### Section 23.1

1. No Technician shall be penalized by the Station for registering a complaint against working with non-union personnel where such personnel is performing the functions of a Technician as specified in the jurisdictional clauses of this Agreement. In any event the exercising of this privilege shall not be done in such a manner as will interfere with the normal duties of the Technician registering the complaint.<sup>2</sup>The word "penalized" as used in the preceding paragraph is intended to cover any punitive action, such as, but not limited to, discharge, discipline, change of shift, days off, location of working assignment, deprivation of vacation, seniority, pension rights or any other benefit.

## **24.0 UNION RIGHT OF INSPECTION**

### **Section 24.1**

Authorized representatives of the Union shall be allowed access, within reasonable hours, and reasonable notice, to the premises of the Station where members of the Union are employed under this Agreement, to inspect or investigate broadcast operations of the Station for compliance with the requirements and conditions herein.

## **25.0 JURY DUTY**

### **Section 25.1**

1. A Technician called for jury duty will be paid his/her weekly salary for the time he/she spends on jury duty, not to exceed ten (10) working days' pay. In the event a Technician is called for jury duty for a period in excess of ten (10) work days, the Station and the Union will discuss the particular circumstances to avoid undue hardship to the Technician. He/she will keep the fees received for this service.
2. However, on receipt of his/her orders to report for jury duty, he/she shall notify his/her supervisor so arrangements can be made during his/her absence. The Station shall schedule the Technician to have two (2) days off in the week(s) of his/her service on jury duty. In no event shall a Technician be compelled to work Saturday and Sunday following five (5) days of actual service on jury duty.
3. A Technician assigned to jury duty shall receive no penalty pay for changes in his/her normally scheduled days off nor for any change back to those normally scheduled days off. The Technician shall keep the Station informed of the day-to-day jury duty schedule.

## **26.0 MILITARY TRAINING**

### **Section 26.1**

The provisions of the Universal Military Training Act shall be available to all employees, as defined therein, who shall be eligible for benefits thereunder.

## **27.0 NO STRIKE/NO LOCKOUT**

### **Section 27.1**

There shall not be strikes, sympathy strikes, boycotts, picketing, slowdowns, or any other interferences with business or production engaged in or participated in by the Union or its members, during the term of this Agreement, or during any arbitration procedures.

### **Section 27.2**

There shall be no lockout by the Station during the term of this Agreement.

## **28.0 NO STRIKEBREAKING**

### **Section 28.1**

The Station will not assign, transfer or require Technicians to go to any radio or television station, transmitter, studio or property to perform the duties of employees who are on strike or to originate a program or programs especially for such station. Nor shall the Station take any disciplinary action against a Technician for his/her refusal to cross a lawful picket line which has been established as a result of any authorized strike by members of a the AFL-CIO, other than a picket line of any sort established against the Company by NABET-CWA during the term of this Agreement as permitted..

## **29.0 NO DISCRIMINATION**

### **Section 29.1**

1. The Station will not discriminate against any Technician for anything said, written or done in furtherance of the policies and aims of the Union.
3. The Station and the Union recognize their obligation that the provisions of this Agreement be applied equitably and without discrimination in accordance with those federal and state laws, regulations and orders relating to race, color, religious creed, sex, sexual orientation, marital status, age, national origin, veteran status and disability. Allegations of violations of this Section 29.1.2. shall be grievable but not arbitrable. The Union or any Technician is entitled to pursue any such allegation in the appropriate federal or state forum, in accordance with applicable law.

## **30.0 MANAGEMENT RIGHTS**

### **Section 30.1**

Except as clearly and explicitly abridged by any provision of this Agreement, the Station reserves and retains exclusively all of its normal and inherent rights with respect to the management of the business, whether exercised or not, including but not limited to its rights to determine, and from time to time to redetermine, the number, location and types of its plants and operations, and the methods, processes and materials to be employed; to discontinue conduct of its business or operations in whole or in part; to select and direct the working forces in accordance with the requirements determined by management; to create, modify or discontinue job classifications; to establish and change work schedules and assignments; to transfer, promote or demote Technicians from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline Technicians for cause, and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the business.

### **Section 30.2**

Notwithstanding any other provisions in the collective bargaining agreement, grievances, arbitrations or settlements to the contrary, in circumstances where a widespread pandemic exists including, but not limited to, a contagious virus and/or disease, that may affect the health and safety of bargaining unit employees or other persons, the Union and the Company agree that the Company may require bargaining unit employees to report related health information such as vaccination status or mandate vaccination or testing of bargaining unit employees or other protocols related to the health and safety risk as a condition of employment provided that such measures do not violate federal, state and/or local law, including applicable federal, state or local laws related to confidential medical information.

## **31.0 PENSION**

### **Section 31.1**

Through December 31, 2008 eligible Technicians as a group shall be deemed an "Included Unit" for service under the "Pension Plan for Union Employees of Fox Television Stations, Inc.", a copy of which has been previously delivered to the Union, subject to all of the terms and provisions thereof and as may be amended from time to time. The pension benefit shall be calculated in accordance with the following formula:

- a. One and one-tenth percent (1.1%) of final average base wage times years of service after March 3, 1986. Membership service is granted

from the latest of one (1) year of service, age twenty-one (21), or March 3, 1986. Final average base wage shall be the average of the highest five (5) years in the last ten (10) years of service.

### **Section 31.2**

The pension plan described in Section 31.1 above shall be frozen as of December 31, 2008 and years of service will be determined as of December 31, 2008 although the average base wage will still be calculated using the average of the highest five (5) years in the last actual ten (10) years of service. As of January 1, 2009 all staff Technicians (current and new hires) will be eligible for the "Fox Savings Plan" with 401(k) under the same terms and conditions as non-represented employees hired on or after January 1, 2008.

## **32.0 OTHER BENEFITS**

### **Section 32.1**

This Agreement contains the full and complete agreement between the parties and cannot be changed or terminated orally.

### **33.0 [DELETED]**

## **34.0 EDUCATIONAL REIMBURSEMENT**

Staff employees shall be entitled to the same educational reimbursement policy offered to non-represented employees of the Station.

The Company and NABET agree that the Company has the unilateral right to amend, modify, substitute, add to, or terminate the educational reimbursement benefit and such changes shall be applied to the bargaining unit employees on the same basis as are applied to the non-represented employees of the Company. 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.

### **SIDELETTER NO. 1**

**[DELETED]**

### **SIDELETTER NO. 2**

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR ("Station") for the term April 1, 2011 to March 29, 2019 ("Agreement"), the following represents our understanding

and agreement that:

Staff Technicians shall complete Fox Television Stations, LLC's Conflict of Interest Annual Statement and Questionnaire. Upon completion, each Technician may submit the Questionnaire or a copy of same to the Union, which upon request by a Technician, may secure a ruling from Fox Television Stations, LLC. with respect to any inquiries raised by such Technician. The Union shall thereafter forward all completed Questionnaires to the appropriate Station official. Failure to complete and return the Annual Statement and Questionnaire may subject a Technician to discipline up to and including discharge. Any such discipline will be subject to the grievance and arbitration procedure.

### **SIDELETTER NO. 3**

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR ("Station") for the term April 1, 2011 to March 29, 2019 ("Agreement"), the following represents our understanding and agreement that:

Should the Station place and complete a call to a Technician who is not actually working, nor scheduled to work at the time the call is placed for the purpose of securing technical information or for technical purposes, the Station shall pay a fee of sixteen dollars (\$16.00) for each quarter (1/4) hour or fraction thereof for each such call. The fee shall only be paid to obtain information that would not have been otherwise available to the caller, but for the phone call. Only management personnel and Technical Supervisors may approve such calls. No penalties or premiums shall be applicable as a result of the payment of said fee.

### **SIDELETTER NO. 4**

Notwithstanding any other provisions of the Agreement, or any other agreements, sideletters, settlements, arbitration awards or practices to the contrary, the following represents our understanding and agreement that:

Both the Union and the Company agree to preserve without prejudice their respective positions as to whether Webcasting is within the jurisdictional scope of the WFLD/WPWR Agreement.

The Company may assign bargaining unit, as well as non-bargaining unit employees to perform any Webcasting work. The Company assures the Union that it will not assign Webcasting Employees to any work for broadcast that is within the exclusive jurisdiction of the NABET Technicians under this collective bargaining agreement. It is also agreed that any Webcasting that requires the use of a particular piece of WFLD/WPWR studio equipment (e.g. control room switcher, audio console, studio cameras) that is actually being used for the Station's studio broadcasts as of

February 28, 2019 shall be operated by bargaining unit personnel. However, the staffing levels may be less than what is considered traditional broadcasting staffing. The assignment of the maintenance and the repair of technical equipment used in Webcasting may also be assigned to the bargaining unit. Nothing in this sideletter shall be construed as limiting the Station's right to assign non-bargaining unit persons to perform work for Webcasting on equipment that is the same type of equipment that is also used for broadcast purposes but not actually being used for broadcast purposes. In addition, if the Station purchases or acquires equipment after February 28, 2019 that may be utilized for both television broadcast and Webcasting, the Station may assign either bargaining unit or non-bargaining unit persons to perform work for Webcasting on such equipment. The assignments made herein shall have no precedential or prejudicial effect on either party's contractual position, nor can any assignment be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the WFLD/WPWR agreement.

If news material is gathered by non-bargaining unit persons for webcasting in circumstances where the gathering of such material would otherwise be within the exclusive jurisdiction of NABET under this collective bargaining agreement if gathered for broadcast purposes, such material shall not be used for broadcast purposes.

The parties shall meet or confer periodically as mutually agreed to discuss their experience with the Webcasting program and to consider and attempt to resolve any questions, problems or issues relating to such program. At these meetings an agreed upon number of employees shall attend to offer information or suggestions on the basis of their experience. The Company and the Union will also discuss other emerging media that may provide further work opportunities for bargaining unit employees. These Webcasting meetings and conferences are the only venues in which any changes or modifications to this agreement can be discussed or implemented. Any change or modification shall occur through mutual agreement and must be written and signed by both parties.

#### SIDELETTER NO. 5

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR ("Station") for the term April 1, 2011 to March 29, 2019 ("Agreement"), the following represents our understanding and agreement that:

Upon the request of either party to this Agreement, the parties shall meet to discuss the feasibility, creation and implementation of a four (4) day work week. Such discussion shall not impose an obligation upon the parties to implement a four (4) day work week.

## SIDELETTER NO. 6

**In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement that:**

**Technicians assigned to the coverage of news in the field (hereinafter referred to as “ENG Technicians”) may be assigned to take Electronic News Gathering (ENG) vehicles and equipment home. The following conditions shall apply to such assignment:**

- 1. The assignment of ENG vehicles and equipment to ENG Technicians to be taken home for a designated period of time shall be by mutual agreement on a case by case basis. No ENG Technician shall be disciplined or discriminated against for not agreeing to take ENG vehicles and equipment home, nor for canceling any agreement to do so. News Managers authorized to approve such assignment are the News Director and other News Managers whom the News Director has designated in writing. Such assignments will be made on an ad hoc basis, as operational needs require.**
- 2. The Station will handle any tax issues in accordance with applicable IRS laws and regulations.**
- 3. ENG Technicians driving and parking ENG vehicles within the terms of this Sideletter will be covered by the same terms of insurance, and to the same extent, as those presently applicable to ENG Technicians assigned to ENG vehicles.**
- 4. When parking ENG vehicles at their residence, ENG Technicians will be responsible for securing and locking the vehicle in the usual way. Camera(s) must always be taken into the ENG Technician’s residence for safekeeping. Other equipment may be taken into the ENG Technician’s residence for safekeeping and/or for charging in the case of batteries. All equipment removed from the vehicle and placed in the ENG Technician’s residence, or left secured in the vehicle if not a camera, shall be the responsibility of the Station. The ENG Technician is expected to take reasonable precautions with regard to the security of all equipment and the ENG vehicle. Failure to comply with any provision(s) of this paragraph 4. may result in disciplinary action.**
- 5. Except for scheduled work days and normal days off, it is the ENG Technician’s responsibility to ensure that the ENG vehicle and equipment are physically at the premises of the Station, unless otherwise instructed by the Station.**



6. **The following guidelines apply with regard to definitions of time worked:**
  - a. **All time except an ENG Technician's normal commute time will be considered time worked, including reasonable gear-up and gear-down time.**
  - b. **If an ENG Technician is called by the Assignment Desk during his/her commute and he/she must proceed immediately to the story, he/she will be "on the clock" from the time of the call.**
  - c. **If an ENG Technician is called at home by the Assignment Desk and he/she must proceed immediately to the story, he/she will be "on the clock" from the time of the call.**
  - d. **By way of example, if an ENG Technician's normal start time is 8:00 a.m., and he/she is called at home by the Assignment Desk at 7:30 a.m. and instructed to be at a story at 9:00 a.m., he/she will be "on the clock" at 8:00 a.m. (his/her normal start time) unless he/she has to leave earlier than 8:00 a.m. to get to the story, in which case he/she will be "on the clock" when he/she departs for the story.**
  - e. **At the end of the work day, an ENG Technician returning to his/her residence will determine with the Assignment Desk an off-time, including reasonable gear-down time.**
  - f. **In the event that, on his/her way home after completion of his/her daily assignment, an ENG Technician is called by the Assignment Desk and assigned to proceed to a story, such assignment will be considered part of that day's shift and will not be considered a call back under the provisions of Section 7.7 of this Agreement (i.e., it will be considered a continuous shift). If an ENG Technician is called by the Assignment Desk after having arrived at home after completion of his/her daily assignment, and assigned to proceed to a story, then such call will be considered a call back under the provisions of Section 7.7 of this Agreement and his/her compensation will be computed in accordance with such Section 7.7.**
7. **The parties agree that the above guidelines regarding time worked are not inclusive of all possible situations and that variations will be worked out on a case by case basis as necessary. The parties also agree, should unanticipated situations arise in the application of this Sideletter, to discuss such situations and to work out solutions on a case by case basis.**
8. **All ENG Technicians who agree to take ENG vehicles and equipment home shall participate in a discussion with News Management and a Union Steward in which the terms of the Sideletter are explained to and discussed**

with the ENG Technician. Following such discussion, the ENG Technician will be asked to sign a copy of this Sideletter acknowledging that he/she has read and understands its terms.

9. The Company shall have the right to utilize vehicle tracking technology similar to Truck Tracker, SyncUP FLEET (T-Mobile) or similar GPS technology on Company vehicles.

**SIDELETTER NO. 7**

**[DELETED]**

**SIDELETTER NO. 8**

In connection with the collective bargaining Agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term of April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement:

An active and authoritative labor/management committee consisting of two (2) members of the Union and two (2) members of Management shall be established, and meet quarterly or by request of either party to discuss labor/management issues of mutual concern. The designated Union Committee Member(s) shall not suffer any loss of wages with respect to any meeting involving such matters.

Topics will include, but are not limited to: vacation, news shift schedules, implementation of new technology, safety and health, portable cameras (except the parties shall meet upon seven days notice to discuss portable cameras if requested by either party).

**SIDELETTER NO. 9**

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement that:

After a thorough discussion concerning apprentice and training programs, the Company and Union have reached agreement that; any Technician hired after April 1, 2008 will be covered under the terms and conditions of this NABET-CWA Local 41 and Fox Television Stations, LLC (WFLD/WPWR) Agreement with the following exceptions:

**Section 14.0 MINIMUM WAGES**

Modified to state:

|              | Effective     | 3% increase   | 3% increase   |
|--------------|---------------|---------------|---------------|
| Technician   | April 1, 2008 | April 1, 2009 | April 1, 2010 |
| 0-2 years    | \$21.00       | \$21.63       | \$22.28       |
| 2-4 years    | \$24.00       | \$24.72       | \$25.46       |
| 4-5 years    | \$28.00       | \$28.84       | \$29.71       |
| Over 5 years | \$36.28       | \$37.36       | \$38.49       |

The Company reserves the right to place employees at any level on the escalator based upon work history, performance, responsibility, or other factors.

#### Section 14.1

Modify as follows:

The waiting period in order to reach the next step of the pay escalator for a Technician shall be computed from the first day of the month in which he/she was employed by the Station.

#### Section 20.1

Modified to state:

1. a. Staff Technicians will earn sick leave at the rate of ten (10) days per year. Unused sick leave shall be accumulated from year to year. There shall be a maximum accumulation of 520 hours.
- b. This sub section shall not be applicable.

Additionally, Section 20.3 of the Agreement shall not be applicable.

### SIDELETTER NO. 10

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement that:

The operation of technical equipment within the jurisdictional scope of this Agreement, in any aircraft, including a helicopter, shall be performed by Technicians.

The only exceptions to the above jurisdiction are:

1. That no Technicians need be assigned to any aircraft for the coverage of

traffic and breaking news stories which occur during such traffic coverage, and others may operate the technical equipment in the aircraft, provided the operation of the technical equipment is done by a person who is not an employee of the Station.

2. When in the judgment of the Company it would not be possible to assign a Technician to the aircraft to cover a breaking news story in a sufficiently timely manner, or if no adequate physical space exists in the aircraft, others may operate the technical equipment in the aircraft, provided the operation of the technical equipment is done by a person who is not an employee of the Station.
3. If the helicopter is already in operation pursuant to #1 or #2 above, there shall be no restriction on the gathering of news material during such time period.

If technical equipment in any aircraft is operated by remote control located at the Station, Technicians will operate the remote control.

If the Union believes any of the above exceptions are being misapplied, such circumstances shall be subject to the grievance and arbitration procedures under this Agreement.

#### **SIDELETTER NO. 11**

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term March 30, 2019 to December 5, 2022 (“Agreement”), the following represents our understanding and agreement that:

1. The parties agree to preserve without prejudice their respective positions as to whether “non-linear editing equipment” is within the jurisdictional scope of this Agreement. The parties recognize that computer technology is rapidly evolving, and new and/or different equipment will be added to or substituted for equipment now or previously in use. It is the intent of the parties that the definition of “non-linear editing equipment” in this Sideletter will be construed to encompass all such future technological developments.
2. Notwithstanding any other provisions of the Agreement, or any other agreements, sideletters, settlements, arbitration awards or practices to the contrary, the parties further agree that:
  - a. The Company may assign reporters, writers and producers employed by the Station to operate non-linear editing equipment in conjunction with their normal job functions on hard news programs provided such work is performed in non-Engineering areas provided that

editing is not their overall primary job function.

- b. **Reporters, writers and producers employed by the Station may utilize non-linear editing equipment in conjunction with their normal job functions to create electronic edit decision lists in the newsroom in non-Engineering areas for news purposes.**
  
- c.
  - 1) **Up to eleven (11) named non-Technician employees of the Company employed in the News and Production Departments may utilize non-linear editing equipment, in Engineering areas and in non-Engineering areas, in conjunction with their normal job functions, to create and edit news and sports elements and features for which they have primary responsibility (news features shall be defined as long form news and sports pieces of an unspecified duration), promos (not to exceed thirty (30) seconds), sales presentations, and elements (elements shall include, but not be limited to, bumpers, tags, opens, transitions, and animations). Notwithstanding the foregoing, non-Technician employees of the Company employed in the Creative Services/Promotion Department may utilize non-linear editing equipment in the Creative Services/Promotion Department areas. The parties agree that the edit suites primarily used for creative services constitute creative services areas. Directors may only utilize non-linear editing equipment to create elements for programs for which they have primary responsibility, and such utilization must be approved and scheduled by the Production Department.**
  
  - 2) **Replacement of the eleven (11) named non-Technician employees is permitted if the employee(s) does not retain staff status, or, with training, is incapable of performing non-linear editing functions, or is still employed but no longer performing job functions where they are involved with news features, promos, sales presentations, and/or elements. The eleven (11) named non-Technician employees, as well as the replacement employees, and non-Technicians employees in the Creative Services/Promotion Department cannot be hired for the sole purpose of operation of non-linear editing equipment (including tagging promos), or for the sole purpose of performing any editing functions under this Sideletter.**
  
  - 3) **Input of material into the non-linear editing system(s) (including but not limited to tape) may be performed by the non-Technician employees permitted to edit pursuant to this Sideletter. The material that is created on the system(s) by the**

eleven (11) employees may be used for any purpose (i.e., air, archive, etc.). Playback of such material shall continue to be the jurisdiction of Technicians. Only one (1) copy of the edited material (e.g., each news feature, each element) may be output and all subsequent dubs of the edited material will be the jurisdiction of Technicians, subject to the provisions of the Agreement. However, in the case of promos created under the provisions of this Sideletter, up to eight (8) individually tagged versions of each such promo may be output or transferred. The foregoing is applicable to standalone systems, networked systems, and any combination thereof. Information may be transferred to/from tape and/or an archive system and/or an on-air server by the non-Technician employees permitted to edit pursuant to this Sideletter. Audio or video material that is to be input into the non-linear editing system(s) described in this Sideletter must be generated or acquired within Article 6 of this Agreement.

- d. In all other circumstances, operation of non-linear editing equipment will be performed by Technicians. Installation and maintenance of non-linear equipment in Engineering areas and in non-Engineering areas shall be performed by Technicians, subject to the provisions of the Agreement.
- e. Technicians will be trained on non-linear editing equipment first, and separate from, non-bargaining unit personnel.
- f. The Station will not lay off any staff Technicians as a direct result of the implementation of the provisions of this Sideletter.
- g. The Station agrees to post a list of the eleven (11) named non-Technician employees at a mutually agreeable location. It is not the intent of the Station to exclude Technicians from editing or graphic artists creating any of the materials discussed in this Sideletter, whether in Engineering areas or in non-Engineering areas.
- h. Either party may request a meeting to discuss the implementation and/or application of this Sideletter. Such meeting(s) shall be held at a mutually agreeable time.
- i. Bargaining unit employees shall not be disciplined for failing to provide training to non-bargaining unit employees in the performance of their duties listed hereunder.

### **SIDELETTER NO. 12**

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement that:

1. The parties have agreed to preserve without prejudice their respective positions as to whether operation of Station-owned satellite news gathering equipment is presently within the jurisdictional scope of this Agreement.
2. The parties further agree for the term of this Agreement that:
  - a. With regard to satellite news gathering operations (e.g., satellite news vehicles, also known as sat trucks, trailer-type uplinks, flyaway uplinks, and their successors), operation of such equipment shall be performed by Technicians.
  - b. The primary operator of the satellite news gathering equipment shall receive the supervisor rate of pay.

### **SIDELETTER NO. 13**

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement that:

Should the Station provide paid parking and/or participate in the RTA/Metra “Transit Check” program, Technicians shall participate to the same extent as all other Station employees.

### **SIDELETTER NO. 14**

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement that:

Notwithstanding the provisions of Section 7.5 of this Agreement regarding the eight (8) hour minimum call for Technicians working on either day off, the parties have agreed that the minimum call for Technicians working on either day off may be four (4) hours provided the following conditions are met:

1. Such call may not be pre-scheduled or pre-planned, is strictly voluntary, and may only be used in the event that no qualified Technicians are available to

work an eight (8) hour call. Notwithstanding the foregoing, it is understood that during the term of this Agreement for prescheduled and preplanned non-news programs, whether live or prerecorded, including Bears Sunday Live, the Fox New Year's Eve Show and other non-news programs, four (4) hour calls may voluntarily be accepted by Technicians under this Sideletter, provided that such prescheduled and preplanned programs are scheduled through the Production Department.

2. Such call may not occur on any of the holidays provided in Section 11.2 of this Agreement.
3. Compensation for such four (4) hour calls shall be in accordance with Section 7.5 of this Agreement.
4. If a Technician working such four (4) hour call agrees to work more than four (4) hours on any given day, he/she shall be paid at the appropriate rate of pay for all hours actually worked and, in addition, he/she shall qualify for a meal period in accordance with the provisions governing meal period(s) for all other Technicians.
5. Short turnaround, if any, is based on the hours actually worked.

#### **SIDELETTER NO. 15**

In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR ("Station") for the term April 1, 2011 to March 29, 2019 ("Agreement"), the following represents our understanding and agreement that:

1. NABET-represented Technicians have jurisdiction over the Master Control automation system provided it is understood that:
  - a. Non-bargaining unit employees in the News, Promotion, Production, Programming and Traffic Departments may via computer, in non-Engineering areas, screen program and commercial tapes, log time codes, record user bits and generate bar code labels for use by the Master Control automation system.
2. Technicians will be trained in all aspects of the operation of the Master Control automation system.

#### **SIDELETTER NO. 16**

[DELETED]



**SIDELETTER NO. 17**

**[DELETED]**

**SIDELETTER NO. 18**

**In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement that:**

**The Company reserves the right to inspect the driver’s license and/or driving record for Employees who operate motor vehicles within the scope of their employment. This inspection will occur once per year and upon expiration of the Employee’s driver license, with notice to the Employee. It is the Employee’s responsibility to immediately notify the Company if the individual’s driving privileges have been suspended or revoked by any State or District.**

**SIDELETTER NO. 19**

**[DELETED]**

**SIDELETTER NO. 20**

**In connection with the collective bargaining agreement covering the employment of Technicians at Television Station WFLD/WPWR (“Station”) for the term April 1, 2011 to March 29, 2019 (“Agreement”), the following represents our understanding and agreement that:**

**The Company may, in their sole discretion, assign a Technician to perform WFLD/WPWR news writing work under the following conditions:**

- 1) The assigned Technician has the skill and ability to perform such work and voluntarily accepts such a news writing assignment.**
- 2) Nothing herein or any operational practice that may develop hereunder shall give rise to any jurisdictional claim from the Union over any assigned news writing work.**

**SIDELETTER 21**

**The operation of mobile camera technology including but not limited to wireless communication devices (e.g. video phones) and other portable handheld video/audio acquisition devices (herein after referred to as “portable cameras”) may be assigned to and utilized by both NABET-CWA bargaining unit employees and non-**

**bargaining unit personnel.**

**The Company will continue to consider NABET-CWA represented employees as the primary workforce in gathering of news, creative services and public affairs video/audio material.**

**The following sets forth conditions, circumstances and limitations where video/audio material gathered by non-bargaining unit personnel may be utilized by the Company:**

- 1. It is understood the Company will continue to use NABET-CWA bargaining unit employees as the primary source of photojournalism and newsgathering. News Editorial Personnel, however, may be assigned by the Employer to gather video/audio material utilizing “portable cameras” when there is a direct editorial connection to the assignment. Such video/audio shall not be captured at the Employer’s facilities (e.g., studios, offices, building lobby, outdoor plaza). News Editorial Personnel are defined as Segment Producers, Newscast Producers, Field Producers, Writer-Producers and Assignment Desk personnel employed in the News Department at WFLD-TV. Up to two(2) individuals employed as News Editorial Personnel per calendar day may, in conjunction with their regular job functions, gather video/audio material pursuant to this Sideletter.**
- 2. Reporters may also be assigned to gather video/audio material, utilizing “portable cameras” along with reporting duties and where there is a direct editorial connection to the assignment. He/she may not record images of other employees (it is understood that the Reporters may gather video/audio of themselves) and must gather such material outside of the Employer’s facilities, as defined above. No other person may record images of the Reporter. Reporters shall only be permitted to gather video/audio material to the extent permissible under the applicable CBA between the Employer and AFTRA (SAG-AFTRA).**
- 3. Any assignments pursuant to paragraphs 1 and 2 above will be listed in the ‘assignment cue’.**
- 4. In the event of “extraordinary scope” news occurrences (e.g. sports team winning a championship resulting in multiple location celebrations or a visit by the Pope) News Editorial Personnel may be assigned by the Employer to utilize “portable cameras” pursuant to this Sideletter to gather supplemental video/audio material even if there is no direct editorial connection to the assignment.**
- 5. The portable camera equipment used herein is limited to a prosumer grade hand held camera and/or tablets (e.g., I-pad, I-phone, Samsung Galaxy, cameras incorporated into or used in conjunction with portable drones**

owned by the Company), battery and related recording media weighing no more than seven (7) pounds in total. Non-bargaining unit personnel using portable cameras pursuant to this Sideletter may operate ancillary equipment such as attached lights, consumer or prosumer tripods, and external microphones, etc. The Station will not issue portable cameras (except cell phones, video phone cameras and tablets) to Newsroom Editorial Personnel or AFTRA reporters on an ongoing basis unrelated to a particular story, but shall issue such cameras on as needed basis only for particular assignments and record the name of the employee issued the camera and the date of issuance. Notwithstanding the immediately preceding sentence, the Company and the Union agree that it may be necessary in some circumstances for Newsroom Editorial Personnel or AFTRA reporters on investigative assignments to keep a portable camera for the duration of a particular ongoing investigative story.

6. Except for circumstances specifically described in this Sideletter, in no instance shall any “live shot” material be gathered by non-NABET represented personnel.
7. For unplanned breaking news, video/audio material may be provided to the Employer by non-bargaining unit employees utilizing portable cameras only when the event is unplanned. Such material may be utilized by the Employer without restriction. Such material may be transmitted (live or recorded) to the Station using the portable camera, or via email attachment, portable satellite equipment or Internet protocol (wireless or wired) including, for example, LiveU or StreamBox, except such persons may not transmit live material of other employees. Nothing herein shall be construed to restrict any non-bargaining unit employee from transmitting live material of him or herself. Where non-bargaining unit employees transmit live material of unplanned breaking news that is continuing, such live transmission may continue until such time as a NABET-CWA represented Photographer arrives on the scene and is able to establish a live shot. In no instance shall non-bargaining unit employees transmit live material utilizing a drone.
8. News Editorial Personnel and AFTRA reporters may be assigned to utilize “portable camera” devices for a point-of-view story, or in restricted-access situations. News Editorial Personnel and AFTRA reporters may be assigned to utilize “portable camera” devices for community affairs events when the individual assigned has an editorial connection to the assignment, an affiliation with the organization sponsoring the event or has been assigned as a Station representative to the event.
9. News Editorial Personnel and AFTRA reporters may transmit edited or unedited audio/video material back to the station using the portable camera or via email attachment portable satellite equipment or Internet protocol (wireless or wired) including, for example, LiveU or StreamBox. In no case,

shall News Editorial Personnel operate traditional microwave and KA satellite transmission equipment or trucks.

10. News Editorial Personnel and AFTRA Reporters may not drive or otherwise operate any traditional ENG microwave vehicles or traditional KA satellite vehicles.
11. NABET-represented employees shall not be required to train News Editorial Personnel and AFTRA reporters in the operation or use of any portable hand held camera equipment.
12. It is not the intent of the Employer to exclude NABET-represented employees from portable handheld camera work assignments.
13. No NABET-CWA represented employee employed on March 31, 2015 shall be supplanted, displaced or laid off as a result of conditions agreed to herein.
14. It is understood and agreed that the use of the term “primary workforce” and/or “primary source” shall mean the primary workforce or source in connection with the WFLD-produced broadcast television programming for which NABET Technicians have traditionally been the workforce or source prior to February 28, 2019 and the terms “primary workforce” and/or “primary source” shall be interpreted to mean primary workforce or source on an overall basis comprising of all of such programming and is not tied to any one crew, department, program and/or timeframe.
15. NABET-CWA and the Company may discuss any concerns that the parties may have regarding this Portable Handheld Camera Work Assignments sideletter at the Labor Management Committee meetings held pursuant to Sideletter No. 8.

#### **SIDELETTER 22**

Notwithstanding any other provisions of the Agreement, or any other agreement, settlements, arbitration awards or practices to the contrary, the Union and the Company agree that the Station may assign no more than one (1) non-bargaining unit producer in the Creative Services Department per day to shoot recorded material for image promos or topical promos with portable camera equipment and the producer’s overall primary job function is otherwise that of a producer. Such producers shall not be covered by the Agreement in these circumstances. If the assignment to shoot recorded material for image promos or topical promos with portable camera equipment outside of the Station’s facilities requires two (2) persons to shoot, the second person assigned to shoot shall be a bargaining unit employee.

### **SIDELETTER 23**

**During the negotiations for a successor agreement to the 2008-2011 WFLD-NABET-CWA, Local 41 Agreement, the Company and the Union discussed the Company's Master Control operations, including show preparation/asset segmentation duties, and the continued evolution of technology allowing for operational efficiencies in connection with Master Control operations. Notwithstanding any other provisions of the Agreement, or any other agreements, settlements, arbitration awards or practices to the contrary, this confirms the parties' understanding and agreement that the Company may assign non-NABET-CWA-represented personnel, including subcontractors, to any Master Control duties that are performed outside of the one hundred (100) mile radius described in Section 6.7 of this Agreement without covering such personnel by this Agreement. Such Master Control duties that may be assigned to non-bargaining unit personnel outside the 100-mile radius include, but are not limited to, remote show preparation/asset segmentation, program acquisition and the monitoring, maintenance, repair, control and operation of equipment and software, including workstations, routers, servers and software and transmitters, wherever such equipment, software and transmitters may be located. This provision shall in no way prevent the Union from seeking representation rights through the NLRB for any non-bargaining unit personnel within or outside the of the 100-mile radius.**

SIDELETTER 24

The Company may at any time offer a retirement or separation incentive to an individual employee covered by this Agreement in order to induce him or her to retire or resign or, if applicable, to waive recall rights provided the Company notifies the Union of such offer prior to communicating it to the employee or at the same time that it communicates the offer to the employee. The Union agrees not to reject on behalf of a designated employee any offer which the employee is willing to accept.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES &  
TECHNICIANS-COMMUNICATIONS  
WORKERS OF AMERICA, LOCAL 41

FOX TELEVISION STATIONS, LLC

BY: Raza Siddiqui  
Raza Siddiqui  
President  
NABET-CWA Local 41

BY: K. Casey  
Kevin Casey  
Senior Vice President  
Labor Relations

DATE: 09/22/2023

DATE: 10/24/23

BY: Charles G. Braico  
Charles G. Braico  
NABET-CWA Sector President

DATE: OCTOBER 24, 2023