

**AGREEMENT BY AND BETWEEN**  
**FOX TELEVISION STATIONS, INC.**

**and**

**WRITERS GUILD OF AMERICA, EAST, AFL-CIO &**  
**AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**

**2023 - 2027**

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**WNYW-TV - WGAE - AFTRA  
NEWSWRITERS AND NEWS ASSISTANTS AGREEMENT (2023 - 2027)**

AGREEMENT dated as of March 20, 2023, by and among the WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York, having its principal office at 250 Hudson Street, New York, NY 10013 ("WGAE" or "Union"), acting on behalf of itself and WRITERS GUILD OF AMERICA, WEST, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California, having its principal office at 7000 West Third Avenue, Los Angeles, California 90048, and affiliated with WGAE, the New York Local of AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS (for Newswriters only), a voluntary association organized under the existing laws of the State of New York, having its principal office at 260 Madison Ave., New York, New York 10016 ("AFTRA"), and FOX TELEVISION STATIONS, LLC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, having its principal office at 1211 Avenue of the Americas, New York, NY 10036 ("Company"), which owns and operates Television Station WNYW at 205 E. 67th Street, New York, New York 10021.

Unless otherwise indicated herein, reference to the "Unions" shall mean AFTRA and WGAE, jointly.

In consideration of the mutual covenants herein contained, it is agreed as follows:

**Section I: Scope of Agreement, Duties, Definition of Terms**

**A. Newswriters**

1. This Agreement applies and shall be limited to Staff Newswriters and Newswriter-Producers, now or hereafter employed by the Company at Television Station WNYW-TV, in New York City, to write, edit, condense, gather, report or otherwise treat news material designed for television broadcasting (which for this purpose shall include cable television broadcasting) on live or recorded news programs or news inserts on programs or special events, or auditions therefore, irrespective of the news source, to conduct interviews and to edit and playback news tapes. Newswriters may be required to operate technical equipment, without limitation, for any and all purposes in connection with news or news programs or material, to perform incidental duties of a technical, clerical, record-keeping, or other nature pertaining thereto. Newswriters may also be required to appear or perform on the air and to perform any other duties performed in the past.

EXCLUDED: Supervisors as defined in the Act.

2. News Management employees may perform bargaining unit duties incidental to their management responsibilities, but not as their principal regular function. For purposes of this provision, News Management employees shall include employees in titles such as News Director, Assistant News Director, Managing Editor.

3. Within the Scope of Agreement set forth in Section I(A)(1), the jurisdiction of Newswriters with respect to the writing of news copy, copy editing of written news material and Assignment Editor duties, shall be the same as in the past (except that same shall also apply in the same manner to cable television broadcasting in accordance with Section I(A)(1) above, but subject in all cases to the right of the Company to assign other persons to any such duties in accordance with any other collective bargaining agreement between WGAE and the Company, and further subject to the following exceptions:

- (a) Nothing contained in this Agreement shall be construed as in any way restricting or excluding on-air newsmen from taking in field reports, or from engaging in any of the duties enumerated in Sections I(A)(1) and I(B)(2) of this Agreement, (1) when they do so in connection with the preparation of their own news or sports news material for broadcast, and which material may be subsequently broadcast by others, or (2) when the newsmen, as a co-anchor in multiple anchor situations, performs such duties for a co-anchor, or (3) when, as a reporter generating a story, the newsmen performs such duties for that story to be broadcast by others.
- (b) A Newswriter shall not be required to remain in edit bays during the entire editing session. A Newswriter shall generally have the discretion to remain or not remain in the edit bays during any or all phases of the editing process.
- (c) In news emergencies, non-bargaining unit employees may perform Newswriter duties.

4. An Executive Producer who is primarily engaged to perform managerial/supervisory duties may also perform bargaining unit duties for his or her own show(s) or special project(s) provided such bargaining unit duties do not constitute a major part of the Executive Producer's job duties. No staff Newswriter assigned to a show which has an Executive Producer shall be eliminated as a direct result of the exercise of these writing duties by the Executive Producer. The term "direct result" as used herein shall mean that the writing duties of the Executive Producer have been exercised to the extent that such duties have directly resulted in a one-for-one displacement of a staff Newswriter who would not have, but for the exercise of such duties, been otherwise displaced on the show.

5. The exercise of overall supervision and establishment of policies for its news operations by the Company shall in no way be deemed to be a violation of this Agreement or an infringement of the duties of Newswriters, notwithstanding that the exercise of supervision and establishment of policies may at all times include the use of editorial judgment, the assignment of Newswriters to various duties, and the performance of other supervisory and managerial functions.

6. It is agreed that the scope of this Agreement is without prejudice to any claim which may hereafter be asserted by the Unions or by the Company that the bargaining unit be wider in scope or larger in extent, but no such claim shall affect the validity of this Agreement.

## B. News Assistants

1. This Agreement applies to and is limited in its application to News Assistants employed by the Company in the News Department at Television Station WNYW-TV, located at 205 East 67th Street, New York, New York ("News Assistants") in accordance with the National Labor Relations Board Certification of Representation in case number 2-RC-17196. (News Assistants previously had the titles of Desk Assistants and Production Assistants employed in said News Department.) Excluded from the application hereof are office clerical employees, professional employees, guards, watchmen, all other employees, and supervisors as defined in the National Labor Relations Act.

2. The duties of News Assistants shall include: the supplying of material from the wire services and other sources; the monitoring and tending of teletype and copying machines in connection with news or news programs or material; the tending of telephones within the news operating areas; the handling, distributing and filing of scripts and other material; the performance of research functions and responsibilities; the editing of news material in accordance with past practice; the supplying and handling of graphic arts and other materials in connection with news or news program or material; the operation of technical equipment without limitation for any and all purposes in connection with news or news programs or material; the performance of general clerical duties for the news operation and similar related duties; and other duties performed by such Employees in the past. All of said duties shall be performed under the direct or indirect supervision of a News Editor, Newswriter, Producer, Associate Producer, Reporter, Newsman, Managing Editor, News Director, Assistant News Director, or other appropriate person(s) in accordance with Company operating procedures. Nothing herein shall preclude persons other than News Assistants from performing any of the foregoing duties. In accordance with past practice, the Station may also assign News Assistants and/or other persons to coordinate operations for the recording and/or editing of news material, and to make news judgments with respect thereto.

News Assistants may be assigned by the Company to perform duties, as described in Section I(B)(2) above, in connection with cable television broadcasting. Nothing herein shall restrict the Company's right, as set forth in said Section I(B)(2), to assign persons other than News Assistants to any of such duties. No additional compensation shall be required to be paid to News Assistants for their performance of the duties set forth in this Section I(B)(2) nor shall anything herein affect the terms set forth in Section IV of the Agreement.

## C. ENG Coordinator

A Newswriter/News Assistant may be scheduled to perform the duties of an ENG Coordinator on a non-exclusive basis.

## D. New & Emerging Media

Bargaining unit employees may be utilized to perform work relating to new and emerging media on a non-exclusive basis.

#### E. Special Events

If an Employee is assigned to perform work in conjunction with special events as defined within the scope of Section I(A)(1) above, said Employee shall meet with the News Director and/or Assistant News Director and/or designee, in order to determine what, if any, upgrade(s) and/or differential(s) as set forth in Section IV(A) & (B) he/or she may be eligible to receive as a result of performing such work.

#### F. Labor-Management

The parties agree that annually, in person, the Company and the Guild shall meet to discuss matters that may affect the WGA members covered by this Agreement. Included in such meetings shall be representatives from labor relations, news director or their designee(s), WGA shop stewards, and WGA Executive Director or designee(s), and other WGA members covered by this Agreement who wish to participate during their off-work time.

The parties also agree that upon reasonable request from either party, the Company and the Guild shall meet to discuss matters that may affect the WGA members covered by this Agreement. Included in such meeting(s) shall also be representatives from labor relations (either in person or via conference call), news director or their designee(s), WGA shop stewards, and WGA Executive Director or designee(s), and other WGA members covered by this Agreement who wish to participate during their off-work time. Requests for such meeting(s) shall not be unreasonably denied.

Nothing herein shall be construed to relieve either party of their rights and/or obligations under the Contract. Upon mutual agreement of both parties, failure to so meet shall in no way be interpreted as an abrogation of either side's contractual rights and/or duties.

#### G. Written Correspondence

The Company agrees to copy the Guild on written correspondence to a WGA-covered employee pertaining to the employee's employment with the Company (i.e. disciplinary action and changes in employment status), and which may be placed in the employee's personnel file. The Company shall not be induced to provide information that would otherwise violate an employee's right to privacy or confidentiality.

A covered employee shall have the right to access his/her personnel file for review after making appropriate application/ notification to Human Resources.

### **Section II: Warranty and Recognition**

WGAE warrants that WGAE represents a majority of the Newswriters/News Assistants, except Newswriters insofar as they are engaged in on-the-air performances or appearances, whether live or recorded, for collective bargaining purposes; AFTRA warrants that AFTRA represents a majority of the Newswriters insofar as they are engaged in on-the-air performances or appearances, whether live or recorded, for collective bargaining purposes; and both unions warrant, as applicable, that they will



continue for the duration of this Agreement to represent a majority of the Newswriters/ News Assistants for such purposes. The Company, on the basis of the foregoing warranty, recognizes WGAE and/or AFTRA as the sole and exclusive bargaining agency for all Newswriters/ News Assistants in the Unions' respective spheres. The Company will not interfere with the right of any Newswriter/News Assistant to become a member of WGAE and/or AFTRA, and will not discriminate, interfere with or coerce any member of AFTRA or WGAE because of such membership.

### **Section III: Union Security**

The Company will not continue any Newswriter/News Assistant in its employ unless he or she is a member of the Unions (WGAE only for News Assistants) or has made application for membership in the Unions, not later than thirty (30) days after the beginning of his or her employment as a Newswriter/News Assistant, or thirty (30) days after the date of execution of this Agreement, whichever is later, and remains such Union member in good standing as a condition of continued employment.

Nothing in this Section shall be construed to require the Company to cease employing any Newswriter/News Assistant if the Company has reasonable grounds for believing that:

A. Membership in either WGAE or AFTRA was not available to such Newswriter/News Assistant on the same terms and conditions generally applicable to other members; or

B. Such Newswriter's/News Assistant's membership in either WGAE or AFTRA was denied or terminated for reasons other than failure of the Newswriter/News Assistant to tender periodic dues and initiation fees uniformly required by either WGAE or AFTRA as a condition of acquiring or retaining membership.

## Section IV: Salaries and Fees

### A. Newswriters

#### 1. Salaries

Newswriters shall be paid not less than the following weekly staff salaries:

	<b>2/13/2023- 3/19/2024</b>	<b>3/20/2024 -3/19/2025</b>	<b>3/20/2025 – 3/19/2026</b>	<b>3/20/2026 – 3/19/2027</b>
<b>Newswriter</b>				
0-6 Months	\$715.02	\$729.32	\$743.91	\$758.79
7-12 Months	\$770.52	\$785.93	\$801.65	\$817.68
13-18 Months	\$1,095.15	\$1,117.05	\$1,139.39	\$1,162.18
19-24 Months	\$1,419.37	\$1,447.76	\$1,476.72	\$1,506.25
25-60 Months	\$1,703.26	\$1,737.33	\$1,772.08	\$1,807.52
61-84 Months	\$1,767.28	\$1,802.63	\$1,838.68	\$1,875.45
85+ Months	\$1,822.95	\$1,859.41	\$1,896.60	\$1,934.53
<b>Newswriter (Per Diem)</b>				
0-6 Months	\$750.78	\$765.80	\$781.12	\$796.74
7-12 Months	\$809.05	\$825.23	\$841.74	\$858.57
13-18 Months	\$1,149.67	\$1,172.66	\$1,196.11	\$1,220.03
19-24 Months	\$1,490.34	\$1,520.15	\$1,550.55	\$1,581.56
25-60 Months	\$1,788.44	\$1,824.21	\$1,860.69	\$1,897.90
61-84 Months	\$1,855.64	\$1,892.75	\$1,930.61	\$1,969.22
85+ Months	\$1,914.09	\$1,952.37	\$1,991.42	\$2,031.25

Whenever reference is made in this Agreement to “regular hourly rate of pay”, or phrases of like import, the same shall be computed by dividing the Newswriter’s weekly salary by forty (40).

#### 2. Show Producer/Line Producer Differential

If a Newswriter is assigned as a Show Producer/Line Producer, then for each hour he or she is so assigned, such Newswriter is to receive, in addition to his or her regular compensation, a premium of Five Dollars and Seventy-Five Cents (\$5.75) or part thereof, for a minimum of two (2) hours. If the Newswriter actually works more than two (2) hours in the upgraded position, he/she shall receive the upgrade fee for a minimum of eight (8) hours and/or for all such hours worked during the scheduled shift. Any work performed beyond the employee’s regular scheduled shift shall be paid at the current rate in effect commensurate with the classification in which he/or she is assigned to

perform such work. If a Newswriter is assigned to multiple assignments which would require more than one (1) upgrade, he/she shall be paid at the single highest upgrade.

A Newswriter shall be entitled to receive the Show Producer's/Line Producer's differential during periods of vacation and/or paid sick leave only if such Newswriter has received the Show Producer's/Line Producer's differential on at least one hundred and twenty-five (125) full (eight (8) hour) days during the twelve (12) month period immediately preceding his or her vacation or sick leave, as the case may be. In order to receive the upgrade for paid sick leave, the Newswriter may not have taken more than six (6) sick leave days in a calendar year, except in cases where qualified medical leave under FMLA was necessary.

### 3. Copy Editor and Assignment Editor Differential

If a Newswriter is assigned as a Copy Editor or Assignment Editor, then for each hour he or she is so assigned, such Newswriter is to receive, in addition to his or her regular compensation, a premium of Four Dollars (\$4.00) or part thereof, for a minimum of two (2) hours. If the Newswriter actually works more than two (2) hours in the upgraded position, he/she shall receive the upgrade fee for a minimum of eight (8) hours and/or for all such hours worked during the scheduled shift. Any work performed beyond the employee's regular scheduled shift shall be paid at the current rate in effect commensurate with the classification in which he/or she is assigned to perform such work. If a Newswriter is assigned to multiple assignments which would require more than one (1) upgrade, he/she shall be paid at the single highest upgrade.

A Newswriter shall be entitled to receive this differential during periods of vacation and/or paid sick leave only if such Newswriter has received the differential on at least one hundred and twenty-five (125) full (eight (8) hour) days during the twelve (12) month period immediately preceding his or her vacation or sick leave, as the case may be. In order to receive the upgrade for paid sick leave, the Newswriter may not have taken more than six (6) sick leave days in a calendar year, except in cases where qualified medical leave under FMLA was necessary.

### 4. Feed Coordinator, Investigative Unit Producer and Broadcast Segment Producer for GDNV Differential

Effective on July 10, 2020, if a Newswriter is assigned as Feed Coordinator, Investigative Unit Producer or Broadcast Segment Producer for GDNV, then for each hour he or she is so assigned, such Newswriter is to receive, in addition to his or her regular compensation, a premium of Three Dollars and Twenty-Five Cents (\$3.25) or part thereof, for a minimum of two (2) hours. If the Newswriter actually works more than four (4) hours in the upgraded position, he/she shall receive the upgrade fee for a minimum of eight (8) hours and/or for all such hours worked during the scheduled shift. Any work performed beyond the employee's regular scheduled shift shall be paid at the current rate in effect commensurate with the classification in which he/or she is assigned to perform such work. If a Newswriter is assigned to multiple assignments which would require more than one (1) upgrade, he/she shall be paid at the single highest upgrade.

A Newswriter shall be entitled to receive this differential during periods of vacation and/or paid sick leave only if such Newswriter has received the differential on at least

one hundred and twenty-five (125) full (eight (8) hour) days during the twelve (12) month period immediately preceding his or her vacation or sick leave, as the case may be. In order to receive the upgrade for paid sick leave, the Newswriter may not have taken more than six (6) sick leave days in a calendar year, except in cases where qualified medical leave under FMLA was necessary.

#### 5. Night Shift Differential

Effective on July 10, 2019, for each hour worked between Midnight and 5:00 A.M. each Newswriter so working is to receive, in addition to his or her regular compensation, a premium equal to fifteen percent (15%) of his or her regular hourly rate of pay.

#### 6. On-Air Performance

Any on-air performance by a Newswriter on WNYW will be compensated in accord with the applicable WNYW-AFTRA Agreement, and in addition appropriate Health and Retirement payments will be made on behalf of such employees who render AFTRA covered services to the Fund designated by the applicable WNYW-AFTRA Agreement, at the rates of contribution specified in such Agreement.

#### B. News Assistants

##### 1. Salaries

News Assistants shall be paid not less than the following weekly staff salaries:

	<b>2/13/2023- 3/19/2024</b>	<b>3/20/2024 - 3/19/2025</b>	<b>3/20/2025 – 3/19/2026</b>	<b>3/20/2026 – 3/19/2027</b>
<b>News Assistant</b>				
0-12 Months	\$ 800.00	\$ 816.00	\$ 832.32	\$ 848.97
13-24 Months	\$ 900.00	\$ 918.00	\$ 936.36	\$ 955.09
24+ Months	\$ 1,000.00	\$ 1,020.00	\$ 1,040.40	\$ 1,061.21
<b>News Assistant (Per Diem)</b>				
0-12 Months	\$ 840.00	\$ 856.80	\$ 873.94	\$ 891.42
13-24 Months	\$ 945.00	\$ 963.90	\$ 983.18	\$ 1,002.84
24+ Months	\$ 1,050.00	\$ 1,071.00	\$ 1,092.42	\$ 1,114.27

Whenever reference is made in this Agreement to “regular hourly rate of pay”, or phrases of like import, the same shall be computed by dividing the News Assistant’s weekly salary by forty (40).

(Incumbent Senior News Assistants are grandfathered and shall receive increases across the board based on their current individual rates. Said increases shall be the same percentages as negotiated for other employees.

## 2. NewsWriter Upgrade

News Assistants who are at any step on the News Assistants salary scale lower than the 24+ months rate who are assigned to write news copy, copyedit news copy, or line produce a show, or to Newswriter, Segment Producer, Field Producer or Planning Editor shall be paid at the 13-18 months Newswriters rate.

News Assistants who are at the 24+ months rate on the News Assistants salary scale who are assigned to Newswriter, Segment Producer, Field Producer or Planning Editor shall be paid at the 19-24 months Newswriters rate.

News Assistants who are at the 24+ months rate on the News Assistants salary scale who are assigned to write news copy, copyedit news copy, or line produce a show shall be paid at the Newswriters rate corresponding with their seniority.

If the upgrade is to a position heretofore recognized as being within the exclusive jurisdiction of Newswriters, and is on a regular, full-time basis, the upgraded employee shall be given longevity credit on a "weeks worked" basis, and shall progress along the Newswriters salary scale accordingly (i.e., Writer).

If the upgrade is to a position not heretofore recognized as being within the exclusive jurisdiction of Newswriters, the upgraded employee shall receive such longevity increases as in the preceding paragraph, but shall not be entitled as a matter of right to progress beyond the "19-24 months" rate on the Newswriters salary scale (i.e., Field Producer).

If a News Assistant has been assigned to Newswriter, Segment Producer, Field Producer or Planning Editor and paid as a Newswriter for at least one hundred and twenty-five (125) full (eight (8) hour) days during the twelve (12) month period immediately preceding paid vacation or paid sick leave he or she may be entitled to receive under this Agreement, such News Assistant shall be paid for such vacation or sick leave, as the case may be, at such upgraded rate of pay, in lieu of the News Assistant's regular rate of pay. In order to receive the upgrade for paid sick leave, the News Assistant may not have taken more than six (6) sick leave days in a calendar year, except in cases where qualified medical leave under FMLA was necessary.

If a News Assistant is assigned to Newswriter, Segment Producer, Field Producer or Planning Editor on a regular basis, five (5) days per week, for a period of more than six (6) months, and is thereafter promoted by the Station to the position of (full time staff) Newswriter, he or she shall receive length of service credit as a Newswriter for pay purposes under Section IV(A)(1) for the period of time such News Assistant was so upgraded after such date, up to a maximum length of service credit of one (1) year. If a (full time staff) News Assistant is assigned to Newswriter, Segment Producer, Field Producer or Planning Editor and other than as set forth above, and is thereafter promoted by the Station to the position of (full time staff) Newswriter, he or she shall receive length of service credit as a Newswriter for pay purposes for fifty percent (50%) of the number of days, up to a maximum of five (5) days per week, on which such News Assistant was so upgraded after such date, on a pro-rata basis, up to a maximum length of service credit of six (6) months credited on a day for day basis.

### 3. Assignment Editor, Copy Editor, and Feed Coordinator

If a News Assistant is assigned as an Assignment Editor, Copy Editor, or Feed Coordinator, then for each hour he or she is so assigned, such News Assistant is to receive, in addition to his or her regular compensation, a premium of Three Dollars and Twenty-Five Cents (\$3.25) or part thereof for a minimum of two (2) hours. He/she shall also be upgraded to the appropriate Newswriter rate (as specified below) for that same time period. If a News Assistant actually works more than four (4) hours, he/she shall receive the upgrade fee for a minimum of eight (8) hours and/or for all such hours worked during the scheduled shift. Any work performed beyond the employee's regular scheduled shift shall be paid at the current rate in effect commensurate with the classification in which he/or she is assigned to perform such work and he/she shall be upgraded to the 13-18 months Newswriter rate for a period of not less than eight (8) hours (except that News Assistants who are at the 24+ months rate on the News Assistants salary scale shall be upgraded to the 19-24 months Newswriters rate). If a News Assistant is assigned to multiple assignments which would require more than one (1) upgrade, he/she shall be paid at the single highest upgrade.

A News Assistant shall be entitled to receive this differential during periods of vacation and/or paid sick leave only if such News Assistant has received the differential on at least one hundred and twenty-five (125) full (eight (8) hour) days during the twelve (12) month period immediately preceding his or her vacation or sick leave, as the case may be. In order to receive the upgrade for paid sick leave, the News Assistant may not have taken more than six (6) sick leave days in a calendar year, except in cases where qualified medical leave under FMLA was necessary.

Notwithstanding any other provisions of this Agreement, sideletters, grievance settlements or practices to the contrary, a News Assistant assigned to perform ENG Coordinator duties or Tape Coordinator duties shall not be entitled to an upgrade, fee or any other additional compensation for performing such work.

### 4. Night Shift Differential

Effective on July 10, 2019, for each hour worked between Midnight and 5:00 A.M. each News Assistant so working is to receive, in addition to his or her regular compensation, a premium equal to fifteen percent (15%) of his or her regular hourly rate of pay.

### 5. Prior Experience

News Assistants hired with prior experience in comparable broadcast operations will receive credit for pay purposes only of up to one (1) year. The Company may continue to hire employees at rates higher than the above at its discretion.

## **Section V: Work Week, Workday and Overtime**

### A. Work Week

The regular work week of Newswriters/News Assistants shall consist of forty (40) hours in five (5) consecutive days (inclusive of meal periods as set forth in Section V.B.

below); provided, however, that the Company may require the rendition of services for more than forty (40) hours or on more than five (5) consecutive days in any week, subject to the payment of overtime for all hours worked in any week in excess of forty (40) hours or on days worked in any week in excess of five (5). Each Newswriter/News Assistant shall be scheduled to receive two (2) consecutive days off in each week (the last day of the first week and the first day of the second week shall be deemed to be consecutive days off in a week). In the event of a change in a Newswriter's/News Assistant's day(s) off, the Company, without the payment of overtime, may require the rendition of services for more than five (5) consecutive days, but, ultimately, this shall not result in any diminution in the total number of a Newswriter's/News Assistant's scheduled days off required hereunder for all weeks combined.

A tour of duty beginning on one day and continuing into the following day shall be considered as one assignment and attributed to, and deemed to have been performed in toto, on the day when such tour was started.

If a Staff Newswriter/Staff News Assistant has worked seven (7) consecutive days, for each consecutive day he or she works thereafter until such time as he or she receives a day off (whether a regular day off, or a day for which such Newswriter/News Assistant is paid but does not work), he or she shall be paid an additional four (4) hours of compensation at his or her straight-time rate of pay (in addition to any other compensation to which he or she is entitled).

#### B. Work Day

The regular work day of Newswriters/News Assistants shall consist of eight (8) consecutive hours (inclusive of a meal period of thirty (30) minutes which shall be considered as time worked and may be given by the Company at any time, including at the beginning or end of the work day) provided, however, that the Company may require the rendition of services for more than eight (8) hours subject to the payment of overtime for any hours worked on any day in excess of eight (8).

Effective on July 10, 2019, the regular work day of Newswriters/News Assistants shall consist of eight (8) consecutive hours (inclusive of a meal period of thirty minutes which shall not be considered as time worked for purposes of calculating overtime and may be given by the Company at any time, including at the beginning or end of the work day) provided, however, that the Company may require the rendition of services for more than eight (8) hours subject to the payment of overtime for any hours worked on any day in excess of eight (8) hours.

If the Company requires a Newswriter to not take the meal period, the Newswriter shall be paid a flat fee of twenty-seven dollars and fifty cents (\$27.50) (effective on July 10, 2019 reduced to twenty-five dollars (\$25.00)) for such missed period which shall be in lieu of any other premiums or penalties. If the Company requires a News Assistant to not take the meal period, the News Assistant shall be paid a flat fee of fifteen dollars (\$15.00) for such missed meal period which shall be in lieu of any other premiums or penalties.

### C. Overtime

Overtime shall be compensated for at the rate of time and one-half (1½) of the regular hourly rate. Any hours paid for at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

Sick time is not considered time worked and therefore such is not credited towards the payment of overtime and/or other such premiums (i.e. 6<sup>th</sup>/7<sup>th</sup> day premium pay, consecutive day pay, working on a scheduled day off, upgrades/fees, etc.) as contained within this Agreement.

### D. Short Turnaround

If a Newswriter/News Assistant is required to report for work on any day sooner than twelve (12) hours after the completion of his or her previous shift, such Newswriter/News Assistant shall be paid a flat payment of fifteen dollars (\$15) for each hour worked within such twelve (12) hour period. Time off for a Newswriter/News Assistant shall be scheduled so that his or her two (2) consecutive days off will permit a Newswriter/News Assistant to be continuously absent from employment not less than sixty (60) hours, and in the event of a single day off, for not less than thirty-six (36) hours. If a Newswriter/News Assistant is called in before the expiration of such sixty (60) hour or thirty-six (36) hour period, he or she shall be paid a flat payment of fifteen dollars (\$15) for Newswriters and seven dollars and fifty cents (\$7.50) for News Assistants for each hour worked within such sixty (60) or thirty-six (36) hour period (unless, for News Assistants only, such work is the result of an emergency or the illness of another employee). The penalty pay specified in this Section V(E) shall be in addition to all other compensation due.

### E. Working On a Scheduled Day Off

If a Newswriter/News Assistant is required by the Company to work on a sixth or seventh day and such day constitutes a sixth or seventh day actually worked, he or she shall be compensated therefore at the overtime rate, with a minimum call of eight (8) hours for any such work. A Newswriter/News Assistant shall receive a minimum overtime call of four (4) hours when he or she is required by the Company to work on other than a scheduled day off after the end of the workday, or before the start of the ensuing work day, during a period of time that is not contiguous to either work day. (Notwithstanding the foregoing, however, if a Newswriter/News Assistant is recalled to work less than four (4) hours after the end of the work day, the Company may elect instead to pay the Newswriter/News Assistant overtime for all time elapsed, whether worked or not, between the end of his or her work day and the conclusion of the services for which he or she is recalled, or if the Newswriter/News Assistant is recalled to work less than four (4) hours before the start of an ensuing work day, the Company may elect instead to pay the Newswriter/News Assistant overtime for all time elapsed, whether worked or not, between the start of the services for which he or she is recalled and the start of his or her ensuing work day.)



F. Excessive Overtime

If at any time in the opinion of the WGAE, a Newswriter/News Assistant is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery hereinafter provided.

G. Schedules

1. The Company will post assignment schedules by 5:00 P.M. Monday of the second preceding week.

(a) The Company shall forward a copy of the assigned schedule to the WGAE business agent on a bi-weekly basis.

2. For Newswriters, once so posted, no changes may be made with the exception of:

(a) Changes required by news emergencies or due to reasons beyond the control of the Company; and

(b) Overtime may be required on a regularly scheduled work day, or on an originally scheduled day off, subject to the provisions of Section V hereof.

3. For News Assistants, other than those upgraded to Newswriter, once so posted, the Company shall have the right to make changes thereto at any time.

**Section VI: Per Diem Employees**

A. Per Diem Newswriters

The Company may employ per diem Newswriters under the following terms and conditions:

1. Per diem Newswriters may be employed based on the following ratio:

For every seven (7) staff Newswriters (or fraction thereof) employed by the Station, the Station may employ one (1) per diem Newswriter.

The calculation of the allowable per diem Newswriters (excluding the exceptions set forth below) shall be on a weekly basis and shall be based on the total number of staff Newswriter positions, with five (5) shifts per week per staff Newswriter position. For example, if WNYW has a total of forty (40) staff Newswriter positions, then there are two hundred (200) staff shifts per week. Therefore, the number of per diem Newswriter shifts allowed that week would be calculated as follows: two hundred (200) divided by seven (7) which is twenty-eight and fifty-seven hundredths (28.57) shifts, rounded to the nearest whole number which is twenty-nine (29) shifts.

2. This limitation shall not apply in the following instances:

(a) to a per diem employee who is replacing a staff employee on leave for a period of six (6) months or more; or on FMLA leave.

(b) to a per diem employee who is replacing a staff Newswriter where there are staff Newswriters absent equal to or in excess of the maximum number of per diem Newswriters allowed under the ratio.

(c) to a per diem Newswriter replacing an open staff Newswriter position for the first four (4) months the position is open.

3. Per diem Newswriters are excluded from the application of this Agreement except that the following provisions of this Agreement shall apply to the extent specified: Sections I (Scope of Agreement, Duties, Definition of Terms), II (Warranty and Recognition), III (Union Security), IV (Salaries and Fees), V (Work Week, Workday and Overtime), VI (Per Diem Employees), VII (Commercial Fees), VIII (Meal Allowance), IX (Travel Expenses), X (Time of Payment), XI (No Deductions), XII (Vacations and Holidays, Section F(1) & (3) only), XVI (Working Conditions), XVII (Bulletin Board), XVIII (Credits), XIX (Use of Materials), XX (Modification of Existing Agreements), XXI (Individual Contracts), XXII (Grievances), XXIII (Arbitration), XXIV (No Discrimination), XXV (No Strikes, No Lockouts), XXVI (Notices), XXVII (Hiring and Transfer of Newswriters), XXVIII (Union Dues Checkoff), XXIX (AFTRA Health and Retirement), XXX (WGAE Pension Trust Fund), XXXI (Travel Insurance, Section A only), XXXII (Employment Notices), XXXIII (Construction), XXXIV (Severability), XXXV (Successors and Assigns), XXXVI (Modification of Agreement), XXXVII (Matters Not Covered), XXXVIII (Other Benefits), XXXIX (Effective Date and Duration), XXXX (Title of Agreement) and Sideletters 2, 3, and 5.

With regard to the application of Section V to per diem Newswriters, the following provisions shall not apply: Section V(A) (Work Week); specifically, the work week and consecutive day(s) off provisions are not applicable; Section V(D) (Short Turnaround) except that the thirty-six (36) and sixty (60) hour provisions of Section V(D) shall only apply to per diem Newswriters working five (5) consecutive days; and Section V(E) (Working on a Scheduled Day Off).

#### B. Per Diem News Assistants

The Company may employ per diem News Assistants under the following terms and conditions:

1. Per diem News Assistants may be employed based on the following ratio:

For every four (4) staff News Assistants (or fraction thereof) employed by the Station, the Station may employ one (1) per diem News Assistant.

The calculation of the allowable per diem News Assistants (excluding the exceptions set forth below) shall be on a weekly basis and shall be based on the total number of staff News Assistant positions, with five (5) shifts per week per staff News Assistant position. For example, if WNYW has a total of five (5) staff News Assistant positions, then there are twenty-five (25) staff shifts per week. Therefore, the number of per diem News Assistant shifts allowed in that week

would be calculated as follows: twenty-five (25) divided by four (4) which is six and one-quarter (6.25) shifts, rounded to the nearest whole number which is six (6) shifts.

2. This limitation shall not apply in the following instances:

(a) to a per diem employee who is replacing a staff employee on leave for a period of six (6) months or more; or on FMLA leave.

(b) to a per diem employee who is replacing a staff News Assistant where there are staff News Assistants absent equal to or in excess of the maximum number of per diem News Assistants allowed under the ratio.

(c) to a per diem News Assistant replacing a staff News Assistant on upgrade to a Newswriter position.

(d) to a per diem News Assistant replacing an open staff News Assistant or Newswriter position for the first four (4) months the position is open.

3. The following provisions of this Agreement shall apply to per diem News Assistants: Sections I (Scope), II (Warranty), III (Union Security), IV (Salaries and Fees), V (Work Week, Workday and Overtime), VI (Per Diem Employees), VIII (Meal Allowance), IX (Traveling Expenses), X (Time of Payment), XI (No Deductions), XVI (Working Conditions), XVII (Bulletin Board), XXII (Grievances), XXIII (Arbitrations), XXIV (No Discrimination), XXV (No Strikes-No Lockouts), XXVI (Notices), XXVIII (Union Dues Checkoff), XXXII (Employment Notices), XXXIII (Construction), XXXIV (Severability), XXXV (Successors), XXXVI (Modifications), XXXVII (Matters Not Covered), XXXVIII (Other Benefits), XXXIX (Effective Date), and XXXX (Title of Agreement) and Sideletters 2, 3, and 5. A per diem News Assistant may perform any and all duties of a News Assistant.

With regard to the application of Section V to per diem News Assistants, the following provisions shall not apply: Section V(A) (Work Week); specifically, the work week and consecutive day(s) off provisions are not applicable; Section V(D) (Short Turnaround) except that the thirty-six (36) and sixty (60) hour provisions of Section V(D) shall only apply to per diem News Assistants working five (5) consecutive days; and Section V(E) (Working on a Scheduled Day Off).

4. If a per diem News Assistant who is employed on a regular basis is employed to work eight (8) hours or more on any day, the meal period provisions of Section V(B) hereof shall apply to such work day.

5. Per diem News Assistants shall receive time and one-half (1½) of their normal hourly rate of pay for hours worked in excess of eight (8) on any one day.

#### C. Wages

1. Per diem Newswriters/News Assistants for each day worked shall be paid:

(a) One-fifth (1/5th) of the weekly staff salary applicable to Newswriters/News Assistants with less than six (6) months employment as Newswriters/News Assistants by the Company in New York City.

(b) Notwithstanding the foregoing, a per diem Newswriter/News Assistant employed on a regular basis, who has the requisite service, shall be entitled to receive "Length of Service" increases in his or her rate of pay during the term hereof pursuant to Section IV(A)(1) hereof for Newswriters and Section IV(B)(1) for News Assistants, on a pro-rata basis, based upon the amount of time he or she has been so employed, on a pro-rata basis. For this purpose, such per diem Newswriters/News Assistants shall be credited with one-fifth (1/5th) of one week's employment for each day, up to a maximum five (5) days per week, that he or she has been so employed as a per diem Newswriter/News Assistant [e.g., if such a regularly employed per diem Newswriter/News Assistant works both Saturday and Sunday each week for sixty-five (65) weeks, such per diem Newswriter shall thereafter during the term hereof be paid, for each day so worked, one-fifth (1/5th) of the weekly staff salary of a Newswriter/News Assistant having 6-12 months of service (two-fifths (2/5ths) of a week for sixty-five (65) weeks, or twenty-six (26) weeks credit)]. If a per diem Newswriter/News Assistant who receives "Length of Service" credit under the foregoing two sentences is subsequently employed as a (full-time staff) Newswriter/News Assistant, any credit he or she so receives shall apply for the purpose of determining his or her weekly staff salary during the term hereof, based upon "Length of Service", under Section IV(A)(1) hereof for Newswriters and Section IV(B)(1) for News Assistants.

2. Per diem Newswriters/News Assistants shall receive, in lieu of vacation time, an additional four percent (4%) (Effective April 1, 2009 this will increase to five percent (5%) of the applicable staff daily rate of pay for each day worked.

### **Section VII: Commercial Fees for Newswriters**

During the term of this Agreement, the Company will pay the following fees for on-the-air television performances and appearances, live and recorded, by Newswriters:

1. On WNYW-TV only: In accordance with the provisions of Section 5.11 - Part-Time Staff Newspersons of the current AFTRA-WNYW-TV Staff Newspersons Agreement.

2. On WNYW-TV and one or more other television stations: In accordance with the provisions of Section 5.2 - Fees of the current AFTRA-WNYW Staff Newspersons Agreement.

3. On one or more television stations, not including WNYW-TV: In accordance with the provisions of Section 5.2 - Fees of the current AFTRA-WNYW Staff Newspersons Agreement.

### **Section VIII: Meal Allowance**

A Newswriter/News Assistant required to work ten (10) or more hours in any one work day shall receive Ten Dollars (\$10.00) as a meal allowance, in addition to any other compensation due for such work day.

## **Section IX: Traveling Expenses**

If a Newswriter/News Assistant is required by the Company to perform services at any location sufficiently distant from the Company's location where he or she is regularly assigned, so that overnight accommodations are reasonably necessary, the Company shall furnish and pay for the reasonable board and lodging of such Newswriter/News Assistant while required to remain at such location. Transportation accommodations shall be in accordance with the Company policy.

The Company shall also pay all necessary expenses for trips between the location as aforesaid and outside assignments.

Any Newswriter/News Assistant who consents to use his or her automobile on Company business shall be compensated therefore at the rate of the then current applicable IRS rate per mile, and shall be paid no less than Three Dollars (\$3.00) per day, plus parking expenses and tolls.

Newswriters/News Assistants may be required to drive a Company vehicle, provided that the Newswriters/News Assistants are covered by adequate liability insurance.

All payments under this Section shall be made to the employee within thirty (30) calendar days of the submission of a properly completed expense form. The Company shall provide all current Employees and all new Employees with an example of a properly completed expense form.

## **Section X: Time of Payment**

Newswriters/News Assistants shall be paid in accordance with Company policy but not less frequently than biweekly. Staff employees' paychecks shall contain the minimum salary set out in Section IV. All Section IV Fees and Overtime shall be paid no later than the paycheck two weeks following the week such fees and/or overtime were accrued.

The Company shall be responsible for a maximum of six (6) months of back pay from the time a time card error or omission is identified by the Employee where said error or omission is the fault of the Employee.

## **Section XI: No Deductions**

No deductions, directly or indirectly, shall be made from the staff salaries of Newswriters/News Assistants or from other compensation payable to them under the provisions of this Agreement, except for withholdings or deductions which are required by law, or are provided for in this Agreement, and except for United States Savings Bonds where mutually agreed on between the Newswriter/News Assistant and the Company, and for group insurance where mutually agreed upon between the Newswriter/News Assistant and the Company.

## **Section XII: Vacations and Holidays**

### **A. General**

The Vacation benefits provided in this Section are intended to afford vacations for Newswriters/News Assistants and (in lieu of all holidays, holiday allowances and holiday premiums) additional vacations, except as set forth in Section XII(F) below.

### **B. Entitlement**

Except during the first calendar year of full-time staff employment, Newswriters/News Assistants shall be entitled to twenty-one (21) days of vacation each year. Commencing with the start of the fifth (5th) year of such service, instead of the foregoing, a Newswriter/News Assistant shall earn twenty-six (26) days of vacation. Upon completion of fifteen (15) years of such service as a Newswriter/News Assistant and commencing with the start of sixteenth (16th) year of such service, instead of the foregoing, a Newswriter/News Assistant shall earn thirty-one (31) days of vacation. During the calendar year in which a full-time staff Newswriter/News Assistant is hired, he or she shall be entitled to fourteen (14) hours of vacation for each thirty (30) days of full-time staff employment completed.

### **C. Scheduling of Vacations**

#### **1. Newswriters**

Earned vacations are to be allowed when requested by Newswriter, subject to the operating necessities of the Company. Where a conflict arises between or among Newswriters as to the selection of their vacations, seniority of service shall prevail, provided such vacation is requested before March 31st of the calendar year. For this purpose, a seniority list shall be maintained at the television station of the Company in New York. Vacations requested on or after April 1st of the calendar year shall be considered on a first come, first served basis.

Vacations may not be carried over from year to year without prior written approval of the Company provided that Newswriters have been afforded the opportunity to take all earned vacation during the year. No vacation may be scheduled during the February, May, and November sweeps periods without prior written approval from the Company. In the event that a Newswriter and the Company are unable to mutually agree on a vacation schedule, the Company may schedule the Newswriter's vacation. If the Company does so, the WGAE may become involved in resolution of the situation if the Newswriter so desires.

#### **2. News Assistants**

Earned vacations are to be allowed when requested by News Assistants, subject to the operating necessities of the Company. Where a conflict arises between or among News Assistants as to the selection of their vacations, seniority of service shall prevail provided experience and qualifications are equal as determined in the sole discretion of

the Company and also provided such vacation is requested before March 31st of the calendar year. Vacations requested on or after April 1st of the calendar year shall be considered on a first come, first served basis.

Vacations may not be carried over from year to year without prior written approval of the Company provided that New Assistants have been afforded the opportunity to take all earned vacation during the year. No vacation may be scheduled during the February, May, and November sweeps periods without prior written approval from the Company. In the event that a News Assistant and the Company are unable to mutually agree on a vacation schedule, the Company may schedule the News Assistant's vacation. If the Company does so, the WGAE may become involved in resolution of the situation if the News Assistant so desires.

### 3. Company Initiated Vacation Change

Should the Company postpone or reschedule an employee's scheduled vacation, or recall an employee already on vacation, in order to accept an assignment by the Company, the Company shall reimburse the employee for all reasonable and necessary expenses incurred by the employee due to such interruption or change, provided the Company is notified in advance of such expenses and such expenses are thereafter documented. An employee who is recalled from vacation shall receive the unused portion of his/her vacation on completion of the Company assignment, or as soon thereafter as is practicable.

### D. Computation of Vacation Pay

Vacation credits earned hereunder shall entitle Newswriter/News Assistant to receive the number of days earned as vacation, with pay therefore computed at the straight-time rate regularly earned by the Newswriter/News Assistant immediately prior to the time the vacation is taken.

### E. Vacation Allowance Upon Termination of Employment

A Newswriter/News Assistant whose employment is terminated for any reason whatsoever shall be entitled to receive the pro rata vacation to which he or she was entitled on the date of termination, provided in the case of resignation that the Newswriter/News Assistant has given the Company two (2) weeks' prior notice, and provided, further, that a Newswriter/News Assistant whose employment is terminated before the completion of six (6) months' service as a Newswriter/News Assistant hereunder, shall not be entitled to any vacation or allowance in lieu thereof, except credit for holidays at the rate of seven-twelfths (7/12ths) of one day for each month worked. If an employee leaves the Station's active employ after taking unearned vacation during the current vacation year, he/she 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.

For example, if an employee resigns in March, the employee would receive 3/12 of his/her total earned but unused vacation entitlement for that vacation year.

F. Work on Certain Holidays

1. A Newswriter/News Assistant who works on Christmas Day, Thanksgiving Day or New Year's Day as a regular work day hereunder shall be paid additional compensation at one (1) times his or her straight-time rate of pay for all hours so worked, excluding overtime hours or other hours paid for at premium rates of pay.

2. A Newswriter/News Assistant who does not work on Christmas Day, Thanksgiving Day or New Year's Day shall be paid eight (8) hours of straight-time.

3. Should a holiday fall on the sixth day of work for any Newswriter/News Assistant, the premium paid shall be based on the compensation paid for that sixth day.

**Section XIII: Sick Leave, Personal Leave and Family and Medical Leave**

- A. All employees on payroll for at least one (1) year will be credited with nine (9) days of sick leave each year subject to the limit set forth in Section B hereunder. An employee with more than six (6) months but less than one (1) year will be credited with a pro-rata equivalent of sick leave (e.g., eight (8) months of employment equals six and six-tenths (6.6) days of sick leave).
- B. The maximum accumulation of sick leave credit to be permitted all employees is sixty-five (65) days for use during illness/disability of the employee, including pregnancy-related disability.
- C. The Station, in its sole discretion, may grant sick leave in excess of such amount.
- D. Family and medical leaves of absence will be granted in accordance with the provisions of the Family and Medical Leave Act ("FMLA"), applicable state law, and Company policy, subject to any conflicting provisions of this Agreement. Disability due to pregnancy shall be treated like any other disability (see Section XIII(B)). FMLA leaves of absence for birth/adoption shall be treated like all other FMLA leaves except the aggregate amount of time that may be taken during any twelve (12) month period shall be twenty-six (26) weeks rather than (12) weeks; all other FMLA leave provisions shall apply. At the expiration of such FMLA leave of absence for birth/adoption, such employee shall be reinstated to the same or comparable position, with credit towards seniority for the period of the leave of absence, and in the event of an intervening reduction in force shall be treated as if actively employed.
- E. All employees on payroll for at least one (1) year will be credited with one (1) personal day each year. Personal day(s) must be used within one (1) calendar year and may not be carried forward.
- F. The Company will meet with any bargaining unit employee who provides notice that he or she wishes to take parental/family leave and discuss the types of leave that are available to the employee. Any dispute under the provisions of this paragraph F shall not be subject to grievance and arbitration (Section XXII).



#### **Section XIV: Bereavement Leave and Jury Duty Leave**

Bereavement leave shall be granted to staff employees in accordance with Company policy (but in no event less than three (3) days), and shall apply to the death of immediate family members (as defined in Company policy), and additionally shall apply to the death of grandparents and to a "same sex domestic partner" as that term is defined in the Fox Medical Plan.

Newswriters/News Assistants shall be entitled to jury duty leave at the Newswriter's/News Assistant's regular straight-time daily rate of pay for each day of actual jury duty service up to a maximum of ten (10) days per calendar year, less amounts received for jury duty service. The Newswriter/News Assistant shall notify the Company of jury duty service as soon as he or she receives notification of such service.

If a Newswriter/News Assistant on jury duty is regularly scheduled to work Saturday or Sunday, such employee shall be rescheduled so that the combination of his or her work schedule and jury duty responsibility does not become burdensome.

#### **Section XV: Involuntary Termination of Employment**

##### **A. Layoffs**

A layoff is a severance by the Company of employment of a Newswriter/News Assistant without the intent to replace such Newswriter/News Assistant. The Company's right to effect layoffs shall be absolute, and no layoff may be arbitrated, but the Company will give the WGAE at least fourteen (14) days' prior written notice thereof, which may be given at the time the Newswriter/News Assistant is hired or any time thereafter, and will discuss, at the WGAE's request, within a reasonable time after such notice, the necessity or desirability of such layoff. At the request of the WGAE, the immediate supervisor of the Newswriter/News Assistant concerned will participate in such discussion.

In the event of a layoff of staff employees from either classification, per diem employees in the same classification will be reduced before such layoff, and in the event of such reduction of per diem employees, per diem employees with greater length of service will be terminated last, based upon the employees' job history at the Station. However, the Station's right to continue to employ per diem employees to replace staff employees on a temporary absence while staff employees are on layoff shall not otherwise be limited.

##### **B. Rehiring After Layoff**

1. If a vacancy occurs in the staff of Newswriters/News Assistants, all Newswriters/News Assistants laid off after the completion of six (6) months' service hereunder shall be offered reemployment in inverse order of their layoff, provided that reemployment need not be offered to any Newswriter/News Assistant whose layoff occurred more than one (1) year prior to an offer of reemployment or to a Newswriter/News Assistant laid off out of seniority and provided that the laid off employee is qualified for the position available, based upon the employee's prior job history at the Station.

2. The offer of reemployment shall be in writing and sent by registered or certified mail to the offeree, addressed to him or her at the last address appearing on the Company's records, with a copy to WGAE at the same time. The offeree shall have ten (10) days from the date of mailing of such offer in which to notify the Company that he or she is willing to return to its employ. Within twenty-four (24) days after mailing of the offer of reemployment, the laid off Newswriter/News Assistant accepting the same shall either report to work or forfeit all rights to reemployment.

3. If a laid off Newswriter/News Assistant is rehired under Section B(1), above, his or her seniority shall be that which he or she had on the effective date of his or her layoff; otherwise a rehired Newswriter/News Assistant shall reenter the employ of the Company for all purposes as a new employee.

C. Discharges

1. The Company shall have the right to discharge a Newswriter/News Assistant for:

- (a) drunkenness, dishonesty, insubordination, gross misconduct or failure to join or maintain good standing in both Unions under Section III;
- (b) without cause; or
- (c) other cause.

2. Newswriters

If WGAE deems that a discharge under Section C(1)(a) or C(1)(c) above is not justified and such discharge does not relate to the on-the-air performance or appearance of a Newswriter, it may demand arbitration thereof, provided that such demand for arbitration is made within ten (10) days after a discharge under Section C(1)(a) or within thirty (30) days after a discharge under Section C(1)(c).

If a Newswriter is discharged under Section C(1)(a) or C(1)(c) and the discharge relates to the on-the-air performance or appearance of the Newswriter, and AFTRA deems that such discharge is not justified, AFTRA may demand arbitration thereof, provided that such demand for arbitration is made within ten (10) days after a discharge under Section C(1)(a) or within thirty (30) days after a discharge under Section C(1)(c).

If discharge under Section C(1)(a) or C(1)(c) is related to both AFTRA and WGAE duties, either or both Unions may participate in such arbitration.

The Company's statement that a discharge was without cause shall be conclusive and binding upon both Unions and the Newswriter, and such discharge shall not be arbitrable or the subject of any other claim, remedy or proceeding against the Company. To be discharged without cause, a Newswriter must have a prior written warning that he or she is not performing his or her job in an adequate, competent manner with quality performance as expected of other Newswriters, and such written warning must not be older than two (2) years prior to the date of discharge.

The Company shall give the Union(s) which would have the right to demand arbitration thereof at least fourteen (14) days' notice prior to the effective date of any discharge under Section C(1)(c). The Company shall give both Unions at least fourteen (14) days' notice prior to the effective date of any discharge under Section C(1)(b). No prior notice shall be required in the event of a discharge under Section C(1)(a).

Notwithstanding anything contained herein to the contrary, no prior notice shall be required in the event of a discharge of a Newswriter under Section C(1)(b) or C(1)(c) during the first fourteen (14) days of his or her employment, provided, however, that the Company shall promptly after such discharge give the Unions notice thereof.

Notwithstanding anything to the contrary contained herein, a Newswriter having less than ninety (90) days of continuous service (probationary period) as such hereunder may be discharged at any time, with or without cause, and such discharge shall not be arbitrable or the subject of any other claim, remedy or proceeding against the Company. Severance pay shall not be applicable.

No prior notice shall be required with regard to the discharge for any reason of a Newswriter having less than ninety (90) days of continuous service (probationary period) as such hereunder.

### 3. News Assistants

If WGAE deems that a discharge under Sections C(1)(a) or C(1)(c) is not justified, it may demand arbitration thereof, provided that such demand for arbitration is made within ten (10) days after a discharge under Section C(1)(a) or within thirty (30) days after a discharge under Section C(1)(c).

The Company's statement that a discharge was without cause shall be conclusive and binding upon both WGAE and the News Assistant, and such discharge shall not be arbitrable or the subject of any other claim, remedy or proceeding against the Company. To be discharged without cause, a News Assistant must have a prior written warning that he or she is not performing his or her job in an adequate, competent manner with quality performance as expected of other News Assistants, and such written warning must not be older than two (2) years prior to the date of discharge.

Notwithstanding anything to the contrary contained herein, a News Assistant having less than ninety (90) days of continuous service (probationary period) as such hereunder may be discharged at any time, with or without cause, and such discharge shall not be arbitrable or the subject of any other claim, remedy or proceeding against the Company. Severance pay shall not be applicable.

The Company shall give WGAE at least fourteen (14) days' notice prior to the effective date of any discharge under Section C(1)(b) or C(1)(c), except as set forth below.

No prior notice shall be required in the event of a discharge under Section C(1)(a) or with regard to the discharge for any reason of a News Assistant having less than ninety (90) days of continuous service (probationary period) as such hereunder.

#### D. Severance Pay

##### 1. Newswriters

A Newswriter who has been employed as such hereunder for at least six (6) months and who is laid off or discharged without cause shall receive severance pay as follows:

(a) If laid off in inverse order of seniority, at the rate of three and one-third (3-1/3) hours' pay for each month of employment as a Newswriter hereunder; or

(b) If laid off out of seniority or discharged without cause, at the rate of six and two-thirds (6-2/3) hours pay for each month of employment as a Newswriter hereunder.

##### 2. News Assistants

A News Assistant who has been employed as such hereunder for at least six (6) months and who is laid off or discharged without cause shall receive severance pay as follows:

(a) If laid off in inverse order of seniority, at the rate of three and one-third (3-1/3) hours' pay for each month of continuous employment as a News Assistant hereunder up to a maximum of one hundred eighty (180) months of such continuous employment; or

(b) If laid off out of seniority, or if discharged without cause in a case where the News Assistant concerned has one (1) year or more of continuous service as such hereunder, at the rate of six and two-thirds (6-2/3) hours' pay for each month of continuous employment as a News Assistant hereunder up to a maximum of one hundred twenty (120) months of such continuous employment.

##### 3. Newswriters and News Assistants

Severance pay shall be subject to the deduction of such taxes and withholdings as are required by law or agreement hereunder. If a Newswriter/News Assistant who has received severance pay is rehired, the period for which he or she has received such severance pay shall be excluded in determining any entitlement to severance pay upon subsequent discharge or layoff.

Acceptance by a Newswriter/News Assistant of severance pay shall not constitute an estoppel.

### **Section XVI: Working Conditions**

The Company will provide Newswriters/News Assistants with adequate physical working conditions. If at any time, in the opinion of either, or both, of the Unions, any Newswriter is given an unreasonable work load, the matter shall be taken up under the grievance and arbitration machinery hereunder.

The Company will provide training on new equipment, systems, and/or technologies during the term of the Agreement. Such training will be at the sole discretion of the Company.

#### **Section XVII: Bulletin Board**

The Company will provide a bulletin board suitably placed in the newsroom of the Company for the use of the Unions.

#### **Section XVIII: Credits**

The Company shall give video credit to Newswriters any time full credits are listed at the end of a news broadcast.

#### **Section XIX: Use of Materials**

A. The term “materials” includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term “materials produced for the Company” means all materials written, conceived or furnished by a Newswriter as part of the Newswriter’s routine work or pursuant to any specific assignment by the Company. The term “materials produced on a Newswriter’s own time” means all other materials written or conceived by a Newswriter.

B. Materials produced on a Newswriter’s own time shall belong exclusively to such Newswriter who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials, for his or her own complete benefit and advantage; provided, however, that during the term of his or her employment, before the Newswriter shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he or she shall first submit to the Company both the material and a complete offer for the Company’s use of such material.

Following the submission of such offer, the Company shall have ten (10) days in which to accept it in writing, except that in the case of material the nature of which is so immediate as to make it “dated” within four (4) days from the date of submission, the Company shall have three (3) days (excluding holidays, Saturdays and Sundays) in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the aforesaid periods during which the Company may accept the offer is not extended by mutual consent of the Company and the Newswriter, such offer shall be deemed to have been rejected and the Newswriter shall be free to offer it to a third party.

Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Newswriter shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours or, in the case of material which may be “dated” within four (4) days as hereinbefore referred to, the Company shall have twenty-four (24) hours (excluding Saturdays, Sundays and holidays) within which to accept such new offer; otherwise it shall be deemed to have been rejected and the Newswriter shall be free to conclude negotiations with any third party.

If within six (6) months after the Company's rejection of such offer, the Newswriter has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Newswriter can use or license the use of such material to any third party for or in connection with any broadcast purpose, he or she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company.

Subject to the foregoing, the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a Newswriter to evidence his or her rights to use any of the said material.

C. All materials produced for the Company, or which a Newswriter represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time. Included in the foregoing is the use of such materials on the Internet and on any other new technology.

D. In the event that material produced for the Company as provided in Section C above is sold or licensed for use in media other than radio or television broadcasting (for the purpose hereof, the term "television broadcasting" shall include cable television broadcasting), the writer or writers thereof shall be entitled to receive additional compensation in an amount to be negotiated individually between the writer or writers involved and the Company. Any writer or writers so entitled to compensation may designate any individual regardless of his or her other affiliations, to act as his or her representative in such bargaining.

#### **Section XX: Modification of Existing Agreements**

The Company agrees that it will, and does hereby modify all existing contracts and arrangements with Newswriters to bring the same into conformity with the provisions of this Agreement with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any Newswriters which are more favorable to such Newswriter than the terms of this Agreement.

#### **Section XXI: Individual Contracts**

The Company agrees that it will not enter into a contract with, or employ, any Newswriter on terms and conditions less favorable to such Newswriter than those set forth in this Agreement. Only the WGAE and the Company shall have the right to waive any of the provisions of this Agreement; provided, however, that the WGAE may only waive those rights and benefits which it, or any of its members, has under this Agreement. The terms of this Agreement are minimum and the parties agree that nothing herein contained shall prevent a Newswriter from negotiating or obtaining, or the Company from granting, better terms than the minimums herein provided, or prevent a Newswriter and the Company from contracting on mutually agreeable terms with respect to services other than those covered hereby.

Notwithstanding anything contained in this Section XXI to the contrary, AFTRA, and only AFTRA, shall have the right to waive any of the provisions of Section VII and Section XXIX of this Agreement.

### **Section XXII: Grievances**

All disputes, claims and controversies of every kind and nature whatsoever between the Company and the WGAE, or between the Company and any Newswriter/News Assistant, arising out of or in connection with this Agreement, or an individual contract with a Newswriter/News Assistant (whether at the minimum terms and conditions of this Agreement or better) as to the existence, validity, interpretation, performance, breach or enforcement of this Agreement and/or such contract, are herein collectively referred to as "grievances".

All grievances, other than one arising under Section XV (C), shall be submitted in writing to the other party within ninety (90) days after such grievance first arose or became known to the aggrieved party, whichever is later, or the grievance shall be deemed waived and abandoned.

Grievance machinery, consisting of representatives designated by the Company and two (2) representatives designated by the WGAE, shall be established for the purpose of resolving such grievances amicably, and the parties shall meet promptly and in good faith attempt to settle all such grievances.

Notwithstanding anything contained in this Section XXII to the contrary, if the dispute, claim, or controversy arises out of or in connection with Section VII or Section XXIX of this Agreement, the non-Company representatives to serve on the grievance machinery shall be designated by AFTRA, and only AFTRA.

### **Section XXIII: Arbitration**

If any grievance cannot be settled by the parties through the grievance machinery established under Section XXII, except in the case of those grievances which under the provisions of this Agreement are specifically designated as being non-arbitrable, then the Company, the WGAE, or with the written consent of the WGAE endorsed upon the demand for arbitration, the Newswriter/ News Assistant concerned, may submit such grievance to arbitration under the Voluntary Labor Arbitration Rules, then obtaining, of the American Arbitration Association, provided that a grievance arising under Section XV(C). which has not been submitted to arbitration within the time required thereunder, and any other grievance which has not been submitted to arbitration within thirty (30) days after such grievance was first submitted, shall be deemed waived and abandoned.

The administrative fees of the American Arbitration Association and the fees of the Arbitrator shall be equally divided between the parties to the arbitration.

Such arbitration(s) and the decision(s) or award(s) therein, shall be governed by Article 75 of the Civil Practice Law and Rules of the State of New York, or its successor, and judgment may be entered pursuant thereto.

Notwithstanding anything contained in this Section XXIII to the contrary, only the Company and AFTRA shall have the right to submit to arbitration, or consent to arbitrate, any grievance arising out of or in connection with Section VII and Section XXIX of this Agreement.

No award in any such arbitration shall be retroactive to a date more than one hundred and eighty (180) days prior to the date when the grievance was served.

#### **Section XXIV: No Discrimination**

A. The Company and the Unions represent that they have not, and agree that they will not, discriminate against Newswriter/News Assistant, or applicants for employment, because of sex, age, race, creed, color, national origin, veteran status, marital status, sexual orientation, religion, pregnancy, ancestry, or disability in accordance with applicable law.

B. The Company represents that it has not, and agrees that it will not, enter into agreements for the establishment for the industry of political criteria as the basis of employment. Any action taken by the Company in the exercise of its independent judgment in connection with the employment of any person by it shall not be deemed to be an agreement for the establishment for the industry of any such criteria.

C. The Company and the Unions agree that they will cooperate with and participate in any reasonable and proper efforts on any industry basis to work out methods of preventing injury to the reputation and earning capacity of individuals which would result from charges that an individual is engaging in subversive activities and/or holds certain political beliefs and/or has certain political affiliations where such charges are based on surmise or rumor. Each signatory to this Agreement agrees that it will cooperate and participate in the aforesaid efforts. The Company further agrees to abide by such methods which have been worked out on an industry basis and agreed to by it.

D. Any dispute under the provisions of this Section XXIV shall be subject to the grievance machinery, Section XXII, but shall not be subject to arbitration.

#### **Section XXV: No Strikes - No Lockouts**

During the existence of this Agreement, the Company will not lock out any of the Newswriters/News Assistants covered by the terms hereof.

During the existence of this Agreement:

1. The Newswriters/News Assistants will not strike against, picket or boycott the Company, or directly or indirectly interfere with any of the Company's operations;

2. Neither the Unions nor any officer, executive, official, or executive employee of the Unions, will directly or indirectly authorize, aid, encourage, direct or abet the Newswriters/News Assistants in any such strike, picketing, boycott or interference with any of the Company's operations; and



3. The Unions will instruct the Newswriters/News Assistants to perform their contracts with the Company, and will, at the same time, instruct them not to strike against, picket, or boycott the Company. Additionally, News Assistants will not otherwise interfere with the Company's operations.

In the event of any strike by any other union, or by either or both of the Unions concerning employees not covered by this Agreement, the Newswriters covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

The Company will not discipline any Newswriter because of his or her refusal as an individual to cross any duly authorized WGAE picket line against the Company.

### **Section XXVI: Notices**

A. Any notice that is expressly required to be given in accordance with the provisions hereof shall be in writing, and shall be given by prepaid registered or certified mail or by e-mail. Notices shall be addressed as follows:

1. To Company: Fox Television Stations, LLC, 1211 Avenue of the Americas, New York, NY 10036, Attn: Vice President, Labor Relations Department;

2. To AFTRA: New York Local, American Federation of Television and Radio Artists, 260 Madison Avenue, New York, New York 10016, Attn: Executive Director;

3. To WGAE: Writers Guild of America, East, Inc., 250 Hudson Street, New York, NY 10013, Attn: Executive Director; and

4. To a Newswriter/News Assistant: At his or her residence as the same appears on the records of the Company.

Any notice shall be deemed given at the time of dispatch.

B. Any party may change its address for notices by notice in accordance with the provisions of Section A above.

C. In the event that a notice to a Union is required hereunder, and no other provision herein specifies which Union is to be given notice, the Company shall give notice to:

1. WGAE only, in connection with all matters hereunder, except such that pertain to on-the-air performances or appearances, whether live or recorded.

2. AFTRA only, in connection with the matters hereunder that pertain to on-the-air performances or appearances, whether live or recorded.

### **Section XXVII: Hiring and Transfer of Newswriters**

The Company shall give the Union reasonably sufficient written notice of the existence of vacancies within the bargaining unit.

### **Section XXVIII: Union Dues Checkoff**

The Company agrees that it will deduct initiation fees and membership dues as designated by the WGAE and uniformly required on the basis of individually signed voluntary check-off authorization cards in form and upon notice from WGAE and other circumstances complying with all applicable provisions of Federal law. The dues so deducted for any quarter-year shall be remitted by the Company to WGAE not later than the fifteenth (15th) day of the month following the end of such quarter. This provision shall also apply to per diem Newswriters and per diem News Assistants.

### **Section XXIX: AFTRA Health and Retirement Funds for Newswriters**

The provisions of paragraph 102 of the current National Code of Fair Practice for Network Television Broadcasting shall apply to all compensation of Newswriters paid under Section VII of this Agreement.

All Newswriters shall be “eligible employees” within the meaning of, and as that term is used in Section 1 of paragraph 102 of the current National Code of Fair Practice for Network Television Broadcasting. Said paragraph 102 is hereby made a part of this Agreement, with the same force and effect as though set forth herein word for word, except that all references to the “Code” shall be deemed to refer to this Agreement, and except that the rate of contribution to the AFTRA Health and Retirement Funds for the aforementioned compensation to Newswriters shall be the rate of contribution in the current AFTRA-WNYW-TV Staff Newspersons Agreement.

### **Section XXX: WGA Pension Trust Fund**

1. Effective March 20, 2023, the Company shall contribute for each Newswriter (staff and per diem), staff News Assistant covered by this Agreement and per diem News Assistants entitled to pension benefits under Section VI(B)(4) to the Producer-Writers Guild of America Pension Plan (herein called the Pension Plan), which is more particularly described in Article 17(B) of the Writers Guild of America 1998 Theatrical and Television Film Basic Agreement, a sum equal to nine percent (9%) of the gross earnings paid for work covered by this Agreement. The Company’s contribution shall increase to nine and one half percent (9.5%) effective March 20, 2024, increase to ten percent (10%) effective March 20, 2025, and increase to ten and one half percent (10.5%) effective March 20, 2026. of the gross earnings paid for work covered by this Agreement.

The Company and the WGA agree that the WGA may elect to divert to the Producer-Writers Guild of America Pension Plan up to three quarters of one percent (.75%) of the two percent (2%) base wage rate increase scheduled to be effective on March 20, 2026 pursuant to Section IV above. If the WGA elects to do so, it shall notify the Company in writing at least thirty (30) days prior to March 20, 2026 and the Company shall reduce the two percent (2%) base wage rate by a percentage that is equal to the amount the WGA elects to divert to the Pension Plan. For example, if the WGA elects to divert a half percent (.5%) to the Pension plan, the two percent (2%) base wage rate increase scheduled to be effective on March 20, 2026 shall be reduced to one and one half percent (1.5%) and the wage rates set forth in Sections Section IV (A) and (B) shall be adjusted accordingly.

2. The Pension Plan established shall remain qualified:

(a) Under the provision of the Internal Revenue Code, Subtitle A, Chapter 1, Subchapter D of 1954, as amended, so that the contributions made by the Company to the Pension Plan are deductible expenses;

(b) Under the provisions of the Internal Revenue Code, Subtitle A, Chapter 1, Subchapter F of 1954, as amended, so that the Pension Plan is exempt from income taxation under Subtitle A; and

(c) Under the provision of the Employee Retirement Income Security Act.

3. The contributions required hereunder shall be made by the Company within thirty (30) days after the end of each calendar quarter.

4. The Company and the Union will furnish to the Trustees at their request any information which is necessary for the proper and efficient administration of the Pension Plan.

#### **Section XXXI: Insurance**

The Company will provide to employed staff employees the following benefits, under the same terms and conditions as such listed benefits are generally provided to non-represented employees of WNYW: Medical Plan; Dental Plan; Vision Plan; Employee Assistance Program; Basic Life Insurance; Group Universal Life Insurance; Personal Accident Insurance; Business Travel Accident Insurance (also applicable to per diem employees); Long Term Disability Insurance (except that the elimination period shall be ninety (90) calendar days); Health Care Flexible Spending Account; Dependent Care Flexible Spending Account. The Company retains the unilateral right to amend, modify, substitute, terminate or add to these benefits. Any amendments, modifications, substitutions, terminations or additions made to these benefits will be made on the same basis for employees as made for non-represented employees of WNYW. Employee contributions for individual and dependent coverage shall be the same as for non-represented employees of WNYW except, for Long Term Disability Insurance, the rate of employee contribution for employees in this bargaining unit who elect such coverage will be the Company's rate for the ninety (90) calendar day elimination period (currently forty-seven cents (\$.47) per week, per one hundred dollars (\$100.00) of salary per week). In the event an employee chooses HMO coverage, he/she will only be entitled to the Vision Plan if the HMO does not include vision care benefits. All questions of eligibility, coverage and benefits shall be as provided in the plan documents.

#### **Section XXXII: Employment Notices**

The Company agrees to provide the Guild with written notification within a reasonable period of time after a change in employment status for an employee covered under this Agreement, including hires, terminations, changes in job classification or adjustments in status from full-time to per diem and vice versa. Such notification for new employees should include the following information: full name, job classification, address, phone number, weekly salary and date of hire.

On January 15th of each year, the Company agrees to provide the Guild with an updated employment list, which shall include each covered employee's full name, job classification, employment status (full time, temporary or trainee), address, phone number, weekly salary, and date of hire.

At the Union's specific request, the Company shall provide the Union with an updated employment list. The Union agrees that in making its request it shall not place an undue burden upon the Company.

#### **Section XXXIII: Construction**

This Agreement shall be construed in accordance with the laws of the State of New York.

#### **Section XXXIV: Severability**

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of the Agreement, but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered.

#### **Section XXXV: Successors and Assigns**

This Agreement shall be binding upon the parties, their successors and assigns.

#### **Section XXXVI: Modification of Agreement**

This Agreement represents the complete agreement of the parties. It may not be amended, modified or terminated in any manner except by written agreement between the signatories to this Agreement.

#### **Section XXXVII: Matters not Covered**

Both parties agree that all matters not specifically covered by this Agreement shall not be subjects of collective bargaining during the term of this Agreement.

#### **Section XXXVIII: Other Benefits**

Except as specifically set forth in this Agreement and except for Worker's Compensation, FICA and other insurance coverage required by applicable law, persons covered by this Agreement shall not be entitled, at any time prior to the effective date of a provision in a successor collective bargaining agreement requiring same, to coverage under or participation in any other "welfare" or "fringe" benefit plans, policies or programs, whether or not they are prior to or during the term of this Agreement made available by the Company to any other employees, including but not limited to any: pension, profit sharing-savings, or retirement plans; stock option, incentive or bonus plans; or life, accident, hospitalization, medical, surgical, disability, wage continuation insurance plans, policies or programs. The Unions, having bargained with respect to all

such matters in connection with this Agreement, waive any and all right to bargain with respect to same for the term hereof.

**Section XXXIX: Effective Date and Duration**

This Agreement shall be effective as of March 20, 2023, and shall continue in full force and effect to and including March 19, 2027.

**Section XXXX: Title of Agreement**

This Agreement shall be known as the FOX TELEVISION STATIONS, INC. (WNYW-TV)-WGAE-AFTRA- NEWSWRITERS AND NEWS ASSISTANTS AGREEMENT (2023-2027).

**Section XXXXI: Testing and/or Vaccination**

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, and federal, state or local government declares a state of emergency or issues guidance or regulations to the public recommending or requiring the public to stay at home, social distance in the workplace, or only have essential employees in the workplace, the Station 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. The Company will give the WGA notice of the decision to implement testing and/or require vaccination and agree to meet with WGA promptly upon request by the WGA to answer any questions or discuss any concerns it may have.

IN WITNESS WHEREOF, the parties have hereto affixed their respective signatures as of the day and year indicated below.

FOX TELEVISION STATIONS,  
LLC.

WRITERS GUILD OF AMERICA, EAST, INC.  
(for itself and its affiliate, Writers Guild of America,  
west, Inc.)

Date:

K. Casey

Date:

2/8/2024

By:

2/6/24

By:

Michael Isaac

Kevin Casey  
Senior Vice President,  
Labor Relations

Michael Isaac  
Director of Broadcast, Cable, and Streaming News

## **Sideletter #1**

### **Apprentice/Trainee Program - WNYW-TV**

The Company and the Union agree that there may be an apprentice program, subject to the following conditions:

1. The Apprentice(s)/Trainees shall not have the qualifications set forth under the industrial seniority provision of Article IV of this Agreement.
2. As long as the staff remains at a minimum of five (5) Newswriters, the Company may engage zero, one or two Apprentices/Trainees. There shall be no more than two Apprentices/Trainees. In no event shall an Apprentice/Trainee be hired or retained if the effect shall be to reduce the number of Guild-covered Newswriters or prevent the hiring of another Guild-covered Newswriter.
3. The Company shall not be obligated to retain an Apprentice/Trainee in its employ.
4. An Apprentice/Trainee shall be assigned as a trainee to a shift where he/she will be under supervision of an acting editor or writer; he/she may not be assigned as an acting editor; and he/she may not be assigned sole responsibility for a newscast. At no time shall an Apprentice/Trainee be used to replace an absent staff member.
5. All provisions of this Agreement apply to the employment of an Apprentice/Trainee, except that the requirements of the Union Security provision (Article III) shall attach after (3) months instead of thirty (30) days.
6. The Company agrees to pay Apprentices/Trainees not less than the following weekly salaries:

Experience	4/1/2008	4/1/2009	4/1/2010	4/1/2011
0-12 Months	\$526	\$542	\$558	\$575

7. If after twelve (12) months of service as an Apprentice/Trainee an employee is continued in the employ of the Company as a Newswriter, for all purposes, including application of the probationary period, he/she shall be given credit for service in the amount of one-half the time he/she spent as an apprentice. The Apprentice/Trainee Program shall last twelve (12) months. At the end of that time period, the Company must either hire the Apprentice/Trainee as a full time Newswriter, per diem Newswriter, or terminate his/her employment.

Upon request, the Company shall promptly provide the Guild information on the Apprentice/Trainee program. Such information shall include, but is

not limited to, a complete list of hours worked and job tasks performed by any employee classified as an Apprentice/Trainee.

**Sideletter #2**  
**Ergonomic Standards**

The Company is cognizant of developing ergonomic standards for configuration of computer workstations to protect the health of employees who use such stations, and will endeavor to pay respect to such standards valid in any redesign or reconstruction of existing facilities of this type.

**Sideletter #3**  
**Non-linear Editing**

This will confirm our understanding and agreement that Newswriters/News Assistants may perform “non-linear editing” functions provided such work is not within the exclusive jurisdiction of another bargaining unit. The Company shall provide sufficient training on any new equipment to be used as part of non-linear editing.

**Sideletter #4**  
**Administrative Assistant to the News Director and Assistant News Director**

This will confirm our agreement and understanding that Administrative Assistant to the News Director and Assistant News Director may perform News Assistant functions provided that employees performing such functions shall be required to maintain membership in good standing with the Writers Guild of America, East, Inc.

**Sideletter #5**  
**List of Payroll Codes for Extra Fees and Penalty Pay**

This will confirm our agreement and understanding that the Company agrees to supply each Newswriter/News Assistant with a list of payroll codes with explanations for all extra fees, overtime, penalty pay, or other required fees, as set forth in this Agreement, once per calendar year.

**Sideletter #6**  
**GDNY Segment Producers/PA's**

Good Day New York Segment Producers and Production Assistants shall be covered under the terms and conditions of this Collective Bargaining Agreement from January 1, 2009 forward.

**Sideletter #7**  
**Special Projects**

When an employee works on any special projects which involve employees of both WWOR-TV and WNYW-TV ("cross-utilized Special Project"), any such work would be performed under the CBA in which the individual is assigned under.

A cross-utilized special project is defined as a project with a clear beginning and ending point that is produced in addition to the regularly scheduled news broadcasts that air on WWOR-TV and WNYW-TV.

Any Employee shall have the right to decline working on a cross-utilized special project. Any open shifts created at WNYW-TV due to such reassignments for special project work must be filled by WNYW-TV employees, full time or temporary.

Upon request, the Employer shall provide transportation or travel compensation to WNYW-TV employees working on Special Projects on days when they are assigned to work at WWOR-TV.

The Employer must notify the Guild when a Special Project is about to commence, and must provide information on that Special Project upon request. If the Guild determines that any of the above criteria is not being met, the Guild shall have the right to take up the matter through the grievance process listed under Article XXII of this agreement.

**Sideletter #8**  
**Break Area and Lockers**

The Company agrees that it will make a concerted effort to provide a break area for non-exclusive use by employees covered by this agreement. This break area shall include a full-size refrigerator, microwave, and water. Such break area will be cleaned and maintained by the Company. Additionally, the Company will make a concerted effort to provide a secure locker or other area for employees to store their belongings.

**Sideletter #9**  
**Planning Editor Duties**

Notwithstanding any other provisions of this Agreement, sideletters, grievance settlements or practices to the contrary, the Company and the Guild agree that for as long as Mio Abe is assigned to the Planning Editor duties at WNYW-TV, then for each hour she is so assigned she shall receive, in addition to her regular compensation, a premium of Four Dollars (\$4.00) or part thereof, for a minimum of two (2) hours. If she actually works more than two (2) hours in the upgraded position, she shall receive the upgrade fee for a minimum of eight (8) hours and/or for all such hours worked during the scheduled shift. Any work performed beyond her regular scheduled shift shall be paid at the current rate in effect commensurate with the classification in which she is assigned to perform such work. If she is assigned to multiple assignments which would require more than one (1) upgrade, she shall be paid at the single highest upgrade. She shall be entitled to receive this differential during periods of vacation and/or paid sick



leave only if she has received the differential on at least one hundred and twenty-five (125) full (eight (8) hour) days during the twelve (12) month period immediately preceding her vacation or sick leave, as the case may be. In order to receive the upgrade for paid sick leave, she may not have taken more than six (6) sick leave days in a calendar year, except in cases where qualified medical leave under FMLA was necessary.

If a Newswriter regularly assigned as an Assignment Editor is assigned to Planning Editor duties to fill in for Ms. Abe in her absence, such Newswriter shall receive the same fee described above. However, if any other Newswriter not regularly assigned as an Assignment Editor is assigned to fill in for Ms. Abe, he or she shall not receive the above-described fee. If a News Assistant is assigned to Planning Editor duties to fill in for Ms. Abe in her absence, such News Assistant shall receive a Newswriter upgrade, but he or she shall not receive the above-described fee.

#### **Sideletter #10 Segment Producer Duties**

“Notwithstanding any other provisions of this Agreement, sideletters, grievance settlements or practices to the contrary, the Company and the Guild agree that for as long as Donna Sweeney is assigned to perform segment producer duties on the evening newscasts at WNYW-TV, then for each hour she is so assigned she shall receive, in addition to her regular compensation, a premium of Three Dollars and Twenty-Five Cents (\$3.25) or part thereof, for a minimum of two (2) hours. If she actually works more than four (4) hours in the upgraded position, she shall receive the upgrade fee for a minimum of eight (8) hours and/or for all such hours worked during the scheduled shift. Any work performed beyond her regular scheduled shift shall be paid at the current rate in effect commensurate with the classification in which she is assigned to perform such work. If she is assigned to multiple assignments which would require more than one (1) upgrade, she shall be paid at the single highest upgrade. She shall be entitled to receive this differential during periods of vacation and/or paid sick leave only if she has received the differential on at least one hundred and twenty-five (125) full (eight (8) hour) days during the twelve (12) month period immediately preceding her vacation or sick leave, as the case may be. In order to receive the upgrade for paid sick leave, she may not have taken more than six (6) sick leave days in a calendar year, except in cases where qualified medical leave under FMLA was necessary. The above-described fee shall not be paid to any other employee who fills in for Ms. Sweeney in her absence.”