

Memorandum of Agreement for a Successor Fox Digital Enterprises - NABET-CWA Agreement

June 22, 2021

When signed by the parties, this shall constitute the Memorandum of Agreement for the 2021-2025 Fox Digital Enterprises, Inc. – NABET-CWA Agreement. Fox Digital Enterprises, Inc. (“Company”) has been advised and National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO (“Union”) has agreed and represents that the negotiating committee will unanimously recommend this MOA for ratification and take no actions inconsistent with such recommendation. Furthermore, Union has represented that it will provide notice to the Company of whether this MOA is ratified on or before July 16, 2021. These are material provisions of this Agreement.

All Company proposals not accepted are hereby withdrawn. All Union proposals not accepted are hereby withdrawn. This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language.

On the condition that Company receives notice of ratification on or before July 16, 2021, except as otherwise indicated in this MOA, the provisions of the Agreement which expired on June 30, 2021, shall remain unchanged.

1. Term

Four years – July 1, 2021 – June 30, 2025

2. Discussion item – Operations following acquisition and termination of TSAs
3. Discussion item – Building move
4. Minimum Wage Rates and Entertainment Industry Flex Plan Contributions

Add a new Sideletter XX as follows:

In negotiations for the successor agreement to the 2019-2021 agreement, the parties discussed the Company’s existing operations following Disney’s acquisition of Fox Digital Enterprises, Inc. (“Company”) in 2019 and the termination of the Transitional Services Agreements between Company and Fox Corporation (“Fox”). The Company no longer performs distribution, broadcast operations, promo post-production, and associated maintenance and engineering work, for platforms that Fox retained. In addition, the Company no longer performs distribution and broadcast operations, and associated maintenance and engineering work, for the Networks, VOD, streaming and syndication platforms that Disney acquired from Fox. Should the Company in the future engage in any of the work described above as no longer being performed, but that was within the area and trade jurisdiction of the predecessor agreement subject to, among other provisions, Sideletter VII, such work shall again be included within the

area and trade jurisdiction of the successor agreement and the Company shall apply the applicable terms and conditions of the successor agreement to such work.

The Company under this Agreement currently only performs non-linear finish editing and post-production audio mixing, and associated maintenance and repair of such equipment, for promos for the FX Networks (FX, FXX, FXM, FX Plus), including satellite and terrestrial linear distribution, VOD and OTT/dMVPD, digital distribution (collectively, "FX Networks") and any supporting Quality Control and Media Resource Engineering, and any associated maintenance and repair of such equipment, for FX Networks, subject to Sideletter VII. As such, the parties agree as follows:

1. Daily Engineers Hired Prior to Ratification of this Agreement

The rates of pay now being received by Daily Engineers hired prior to ratification of this Agreement shall not be decreased by reason of ratification of this Agreement.

A. Basic Cable Minimum Wage Rates for Daily Engineers Hired Prior to Ratification of this Agreement

For Daily Engineers hired prior to ratification of this Agreement, the following Basic Cable minimum wage rates will apply:

Group A: \$70.996

Finishing Editor, Post-Production Audio Mixer, Media Resource Engineer, Quality Control Operator

Group B-1: \$68.825

Finishing Editor, Post-Production Audio Mixer, Media Resource Engineer, Quality Control Operator

Group B: \$66.383

Finishing Editor, Post-Production Audio Mixer, Media Resource Engineer, Quality Control Operator

Group D-1: \$63.747

Finishing Editor, Media Resource Engineer, Quality Control Operator

Group D Engineer

0-6 months: \$31.175

6-12 months: \$32.198

1-2 years: \$35.594

2-3 years: \$47.580

3-4 years: \$50.126

4+ years: 61.101

Finishing Editor, Media Resource Engineer, Quality Control Operator

Maintenance Engineer

Group A: \$71.653

Group B-1: \$69.482

Group B: \$67.040

Group D-1: \$64.382

Group D Engineer

0-6 months: \$31.848

6-12 months: \$32.860

1-2 years: \$36.230

2-3 years: \$48.242

3-4 years: \$50.763

4+ years: 61.775

B. Basic Cable Minimum Wage Rates Increases for Engineers Hired Prior to Ratification of this Agreement

Provided Company and Union sign a Memorandum of Agreement for ratification by June 25, 2021 and Company receives notice of ratification on or before July 16, 2021, increase the Basic Cable minimum wage rates set forth above for Daily Engineers hired prior to ratification of this Agreement by one percent (1%) effective July 4, 2021, by an additional one percent (1%) effective July 3, 2022, by an additional one and one-half percent (1.5%) effective July 2, 2023, and by an additional one and one-half percent (1.5%) effective July 7, 2024.

Over Scale Daily Engineers hired prior to ratification of this Agreement will receive an increase as follows:

Effective July 4, 2021 by \$0.592

Effective July 3, 2022 by \$0.598

Effective July 2, 2023, by \$0.905

Effective July 7, 2024, by \$0.919

2. Engineers Hired After Ratification of this Agreement

a. Basic Cable Minimum Wage Rates for Engineers Hired After Ratification of this Agreement

For Engineers hired after ratification of this Agreement, the following Basic Cable minimum wage rates will apply:

Group A: \$52.249

Finishing Editor, Post-Production Audio Mixer, Media Resource Engineer, Quality Control Operator

Group B-1: \$47.730

Finishing Editor, Post-Production Audio Mixer, Media Resource Engineer, Quality Control Operator

Group B: \$45.990

Finishing Editor, Post-Production Audio Mixer, Media Resource Engineer, Quality Control Operator

Group D-1: \$37.711

Finishing Editor, Media Resource Engineer, Quality Control Operator

Group D Engineer:

0-6 months: \$23.216

6-12 months: \$25.897

1-2 years: \$28.579

2-3 years: \$32.581

3-4 years: \$35.262

4+ years: 36.593

Finishing Editor, Media Resource Engineer, Quality Control Operator

Maintenance Engineer

Group A: \$53.033

Group B-1: \$48.446

Group B: \$46.679

Group D-1: \$38.277

Group D Engineer

0-6 months: \$23.564

6-12 months: \$26.286

1-2 years: \$29.008

2-3 years: \$33.070

3-4 years: \$35.791

4+ years: \$37.142

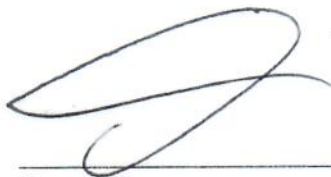
All hourly rates already include the premium for Daily Engineers.

b. Basic Cable Minimum Wage Rates Increases for Engineers Hired After Ratification of this Agreement

Provided Company and Union sign a Memorandum of Agreement for ratification by June 25, 2021 and Company receives notice of ratification on or before July 16, 2021, increase the Basic Cable minimum wage rates set forth above for Engineers hired after ratification of this Agreement by one-half percent (0.5%) effective July 4, 2021, by an additional one and one-half percent (1.5%) effective July 3, 2022, by an additional two percent (2%) effective July 2, 2023, and by an additional two and one-half percent (2.5%) effective July 7, 2024.

3. Entertainment Industry Flex Plan Contributions

Provided Company and Union sign a Memorandum of Agreement for ratification by June 25, 2021 and Company receives notice of ratification on or before July 16, 2021, effective July 4, 2021, Company Contributions to the Entertainment Industry Flex Plan for all Daily Engineers hired prior to ratification of this Agreement and all Engineers hired after ratification of this Agreement shall be based on all time worked at the rate of fifteen and one-half percent (15.5%). Provided Company and Union sign a Memorandum of Agreement for ratification by June 25, 2021 and Company receives notice of ratification on or before July 16, 2021, effective July 7, 2024, Company Contributions to the Entertainment Industry Flex Plan for all Daily Engineers hired prior to ratification of this Agreement and all Engineers hired after ratification of this Agreement shall be based on all time worked at the rate of sixteen percent (16%).



Steven Ross
President
NABET-CWA

Date: 6-23-21



Lara Unger
Vice President and Counsel, Labor Relations
Fox Digital Enterprises, Inc.

Date: 6/24/21