

Fox Sports Production Services, Inc. (Now LLC) & NABET-53 Engineering  
Memorandum of Agreement  
October 21, 2019

This Memorandum of Agreement is entered into between Fox Sports Production Services, Inc. (Now LLC) ("Employer") on the one hand, and NABET-CWA Local 53 ("Union") on the other.

This Memorandum of Agreement reflects the complete understanding reached between the parties. All remaining Company and Union proposals not specifically addressed herein are either withdrawn by the respective party or considered to be superseded and controlled by this complete comprehensive agreement.

The Company and Union have come to terms for a New Collective Bargaining Agreement on the basis of the changes included herein. By way of signing this Memorandum of Agreement, the Union agrees to fully endorse ratification of the agreement to its membership.

The Union will notify the Company upon the ratification of the Agreement. As soon as practicable, the Memorandum of Agreement will be reduced to formal contract language. The language in the Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

1. Clean-up name of signatory employer to include only "Fox Sports Production Services, LLC"
2. Clean-up all references to "Network Engineering & Operations" or "NE&O." (*Example emailed to Union on October 18, 2019 at 5:02pm*)
3. TOC Clean-up Section 8.09 "Beepers" to "Cellular Phones."
4. Four Year Agreement: July 1, 2019 through June 30, 2023.
5. Wages:
  - a. Section 9.01 (\*\* language in Section 9.01 (e) applies for overscale)
    - i. Upon ratification (retroactivity of wages will be paid back to August 1, 2019, if the Union notifies the Company that the Parties' October 21<sup>st</sup> MOA is ratified by November 15, 2019. If the Agreement is not ratified by November 15, 2019, retroactivity will be "off the table") through June 30, 2020 increase all rates by two percent (2.0%).
    - ii. July 1, 2020 through June 30, 2021 increase all rates by two percent (2.0%).
    - iii. July 1, 2021 through June 30, 2022 increase all rates by one and one half percent (1.5%).
    - iv. July 1, 2022 through June 30, 2023 increase all rates by two percent (2.0%).
  - b. Section 9.01 (e) – include percentage increases "above" to address language in CBA.

c. Section 17.02

- i. Upon ratification (retroactivity of wages will be paid back to August 1, 2019, if the Union notifies the Company that the Parties' October 21<sup>st</sup> MOA is ratified by November 15, 2019. If the Agreement is not ratified by November 15, 2019, retroactivity will be "off the table") through June 30, 2020 increase all rates by two and one half percent (2.5%).
- ii. July 1, 2020 through June 30, 2021 increase all rates by three percent (3.0%).
- iii. July 1, 2021 through June 30, 2022 increase all rates by two and one half percent (2.5%).
- iv. July 1, 2022 through June 30, 2023 increase all rates by two and one half percent (2.5%).

6. Memorandum of Understanding: Homerun Production of Events in Fox Studio Lot, Building 101

During the 2019 negotiations, the Parties discussed "Homerun" and/or "At-Home" Productions. "Homerun" and/or "At-Home" Productions are defined as live sports events normally produced out of mobile production trucks in the field relocated to a fixed control room location. Due to technological advancements in the industry, the Company has expressed interest in producing remote live sports events in this manner, in part or in whole, in order to create efficiencies. The fixed control room will be located in the Fox Network Center Building 101 on the Pico Lot.

The Union understands that remote live sports events currently produced by Fox Sports Productions, Inc. (Network) or Sports Media Services, LLC (National Cable Networks FS 1 & 2) are not covered under the jurisdiction of NABET Local 53, even when those events are located within fifty (50) miles of the Fox Network Center Building 101. Therefore, the Parties have agreed that for remote live sports events not produced by Fox Sports Production Services, Inc., the Union will not have exclusive jurisdiction (area or trade) over the production of "Homerun" and/or "At-Home" remote sports events produced in part or in whole within Building 101, except as described herein. It is expressly understood that this jurisdictional understanding applies to work normally performed at the remote location, and to the extent this new production may create additional engineering work and/or new construction work, it may be assigned to NABET Local 53 Engineers on a non-exclusive basis. It is expressly understood that "additional engineering work and/or new construction work" does not include engineering work normally performed by NABET Local 53 engineering within Building 101, which work shall continue to be within the exclusive jurisdiction of NABET Local 53 engineers.

7. Clean-Up Throughout Agreement – "Schedule 3" or "Schedule 4" to "Appendix A" or "Appendix B."

- a. Section 13.01 (b) – change "Schedules 3 and 4" to "Appendix A & B."
- b. Section 13.01 (b) – change "(Schedule 3)" to "(Appendix A)" and "(Schedule 4)" to "(Appendix B)."

8. Clean-Up Section 14.05 – Engineer Outside Area

- a. "... then he/she shall be entitled to the benefits of the Agreement while outside of the Area. In the event..."
- b. "... to the contrary, ~~in the No~~ no other penalties or premiums..."

9. Flex Plan Contributions –

a. Section 16.03(l)

- i. Upon ratification (retroactivity of benefits will be paid back to August 1, 2019, if the Union notifies the Company that the Parties' October 21<sup>st</sup> MOA is ratified by November 15, 2019. If the Agreement is not ratified by November 15, 2019, retroactivity will be "off the table") through June 30, 2020 increase contribution by one half percent (0.5%) such that the total contribution will be fourteen and one half percent (14.5%).
- ii. July 1, 2020 through June 30, 2021 increase contribution by one half percent (0.5%) such that the total contribution will be fifteen percent (15%).
- iii. July 1, 2021 through June 30, 2022 increase contribution by one half percent (0.5%) such that the total contribution will be fifteen and one half percent (15.5%).
- iv. July 1, 2022 through June 30, 2023 increase contribution by one half percent (0.5%) such that the total contribution will be sixteen percent (16%).

b. Section 17.04

- i. Upon ratification (retroactivity of benefits will be paid back to August 1, 2019, if the Union notifies the Company that the Parties' October 21<sup>st</sup> MOA is ratified by November 15, 2019. If the Agreement is not ratified by November 15, 2019, retroactivity will be "off the table") through June 30, 2020 increase contribution by one half percent (0.5%) such that the total contribution will be sixteen and one half percent (16.5%).
- ii. July 1, 2020 through June 30, 2021 increase contribution by one half percent (0.5%) such that the total contribution will be seventeen percent (17%).
- iii. July 1, 2021 through June 30, 2022 increase contribution by one half percent (0.5%) such that the total contribution will be seventeen and one half percent (17.5%).
- iv. July 1, 2022 through June 30, 2023 increase contribution by one half percent (0.5%) such that the total contribution will be eighteen percent (18%).

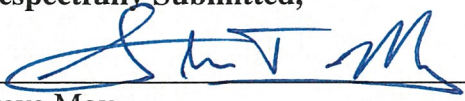
10. Clean-Up in Section 16.03 (g) Minimum calls –

- a. change "two" to "three"

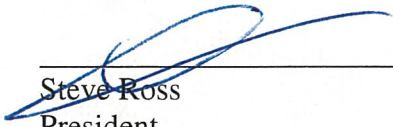
11. Company Proposal to Section 16.03 (g) 2, i. – "If the call described above goes beyond five (5) hours, ~~all subsequent time will shall be paid at time and one half (1 ½)~~ the minimum call will revert to the eight (8) hour call rule."

12. Union Proposal to Section 16.03 (k) – “A Daily Engineer who works more than five (5) days in any work week or more than six (6) ~~seven (7)~~ consecutive days shall receive pay at the overtime rate of time and one-half (1 ½ x) his/her regular hourly rate of pay until receiving a day off.”
13. Clean-Up Section 16.03 (m), (i) – “... shall receive paid time off as follows in the following calendar ~~vacation~~ year (~~February 1 through January 31~~ January 1 through December 31):”
14. Sideletter XIV – Update with current CBA dates.
15. Appendix A – Engineering – Eliminate Seniority List

**Respectfully Submitted,**

  
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Steve Moy  
Vice President, Labor Relations  
Fox Corporation

**Agreed:**

  
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Steve Ross  
President  
NABET-CWA Local 53

October 21, 2019