

FOX and NABET
Memorandum of Agreement
July 28, 2023

This Memorandum of Agreement is entered into between Fox Sports Production Services, LLC, Sports Media Services, LLC, Fox Entertainment Marketing Production and Post Technology, LLC & Fox LA Broadcast Center, LLC (“Company”) and the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO (“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 All remaining Company and Union proposals not specifically addressed herein are either withdrawn by the respective party or considered to be superseded and controlled by this complete comprehensive agreement.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. The Parties agree to the following:

1. Incorporate the new entities into the agreement with all conforming changes.
 - a. Sports Media Services, LLC
 - b. Fox Entertainment Marketing Productions and Post Technology, LLC
 - c. Fox LA Broadcast Center, LLC
2. Creation of New Wage Chart. (See Exhibit A)
 - a. **Employees hired on or after July 1, 2023, will receive the wage rates set forth in the New Wage Chart.**
 - b. **Employees hired before July 1, 2023 will continue progressing through the current, updated wage escalator outlined in Sections 9.01 (Network) and 17.02 (inclusive of the negotiated percentage increases outlined in #3 of MOA), until such time that they reach full “over 4 yr” status, at which time they will be transferred to corresponding group within the New Wage Chart (Exhibit A).**
 - c. **It is the intent of the parties that in no circumstances will the new wage rate language in this Agreement, including the New Wage Chart, result in any decrease in the wage rates of employees.**
3. Wages Scale Increase (Network: 9.01 and Cable: 17.02)

	Year 1 July 1, 2023 – June 30, 2024	Year 2 July 1, 2024 – June 30, 2025	Year 3 July 1, 2025 – June 30, 2026	Year 4 July 1, 2026 – June 30, 2027
Network	2.5%	2.5%	2.0%	2.0%
Cable	3.0%	3.0%	3.0%	2.5%

Over Scale Engineers as defined in Section 9.01 will receive a dollar increase equal to the total increase of the Group A scale Engineers rather than a percentage-based increase.

For those over scale NABET employees who currently have two equal over scale rates, one for Cable and one for Network, Fox will calculate the increase for both the Cable and Network rates equally at the negotiated Network dollar amount increase.

4. All references to Staff Employees will be moved to a new sideletter.

5. Section 1.01 (b) (i) – Probationary Employees

Probationary Engineers are Engineers hired as such who have been employed ~~as Probationary Engineers~~ for less than six (6) months. The Company may waive or shorten the probationary period, including such periods for Engineers previously hired by the Company as Daily Engineers.

6. Section 6.01 Area Jurisdiction

~~(iii) — for an inter-city microwave relay network consisting of two (2) or more stations including the Company. (In such event, the Area for the purpose of maintaining and operating such microwave equipment shall be seventy five (75) air miles from the main studio of the Company located in Building 101 on the Pico Lot.);~~

~~(iv) — for telephone company microwave relay equipment, wherever located. Additionally, within a seventy five (75) mile radius from the Company located in Building 101 on the Pico Lot, the Company may utilize leased equipment such as satellite trucks. Operation of such equipment within the seventy five (75) mile radius shall be within the trade jurisdiction of this Agreement, except if such equipment is leased from any other company licensed as a common carrier and the equipment is utilized in accordance with past practice regarding telephone company equipment within such seventy five (75) miles. Such past practice includes Dodger games, Rose Parade, election coverage, etc., is understood to exclude routine everyday coverage of news, but includes unusual news circumstances (e.g., the O.J. Simpson verdict) where all of the Company's equipment is in use. It is understood that common carriers include, but may not be limited to, satellite, microwave, telephone line and fiberoptic methods of transmission;~~

7. Section 6.02 (a) The installation, operation, removal maintenance and repair of:

(iii) electronic timing (other than digital clocks), sequencing and storage equipment used in television broadcasting or rebroadcasting, recording or re-recording, except that others, as well as Engineers, may perform such non-engineering work as may be required in connection with the preparation and storage of information on memory units, including ~~punch tape, punch cards~~, electrical storage and sequencing devices, computer-type equipment, and magnetic storage equipment provided:

8. Section 6.02 C (x) – Exceptions to Jurisdiction

(x) The performance of such duties as may be required in connection with preparation and storage of information on memory units, including ~~punch tape, punch cards~~, electrical storage and sequencing devices, computer-type equipment and magnetic storage equipment, such as character generators and graphic generators, storage of information

on tape and recording and switching in connection with graphics at any time and in any location.

9. 9. Section 8.05 – Meal Periods

All meal periods shall be compensated and will be ~~forty (40)~~ **sixty (60)** minutes in length. ~~except that meal periods at the end of a shift ("walk-away meals") will be one-half (½) hour in length. "Walk-away meals" may not begin prior to the end of eight (8) hours of actual work and shall be compensated.~~ The meal period shall be compensated by a fee equivalent to ~~forty (40)~~ **sixty (60)** minutes of the Engineer's applicable hourly rate in effect at the time the meal is given. ~~(one-half (½) hour for "walk-away meals").~~ Engineers shall be completely relieved from duty during meal periods.

A "Walkaway Meal" occurs when a meal period is past due at the time the shift ends but may not begin prior to the end of eight (8) hours of actual work. A "Walkaway Meal" penalty shall be compensated by a fee equivalent to one-half (½) hour of the employee's applicable hourly rate in effect at the time the shift ends.

10. Section 9.02 – Straight Time Rate

Current Language: "Whenever reference is made in this Agreement to "straight time rate", "regular rate" or terms of like import, the same shall be computed on an hourly basis by dividing the Engineer's weekly wages under Section 9.01 by forty (40), whether the Engineer is assigned to a five (5) day or four (4) day work week."

Note: Current language refers to when the wage tables showed weekly rates instead of the hourly rates like they are displayed today.

Cleaned Up Language: "The hourly wages listed in Section 9.01 and 17.02 are referenced throughout the agreement as "straight time rate" or "regular rate."

11. Section 9.04 Pay Checks

Pay Checks are issued on Fridays.

12. Section 9.06 Night Differential

An Engineer who is assigned to work between the hours of 11:00 P.M. and 6:00 A.M. shall be paid a night differential premium pay of **five Dollars (\$5.00)** ~~Three Dollars and Seventy five Cents (\$3.75)~~ per hour for all such hours worked.

13. Section 14.02 Travel Time

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

Distant Travel: Compensation for time spent traveling by common carrier shall commence two (2) hours prior to the scheduled flight time and stops one (1) hour after the completion of the flight. Travel time up to and including eight (8) hours shall be paid at eight (8) hours straight time. It is expressly understood that an eight (8) hour travel day is exclusive of a one (1) hour unpaid meal period. Thus, a travel day is a total of nine (9) hours; of which eight (8) are paid and one (1) hour is an unpaid meal period. In the event an employee travels in excess of nine (9) elapsed hours, all overtime provisions of Section 16.03(f) shall apply.

14. Section 14.04 – Travel Expenses

~~(b) All travel will be conducted in accordance with the Fox Corporation Travel Policies and Procedures, a copy of which has been provided to the Union. The current revision of the Policy is dated October 2019.~~ **The Company shall provide Distant Travelers overnight lodging as necessary and a per diem of \$79.00 for each day or fraction thereof spent traveling. A Distant Traveler's time starts and ends at the hotel location, and the time spent in transit between the hotel and the event shall be considered work time.**

15. Section 14.05 Engineer Outside Area

The Engineer shall also receive his/her travel per diem as set forth in Section 14.04~~(a)(ii)~~ **(b)**.

16. Section 16.03 (b)

~~(b) The Company's right to employ Daily Engineers as set forth in Section 16.03 shall not cease so long as the total number of Regular Engineers employed by the Company is the same or greater than the number of Regular Engineers employed by the Company upon ratification of the 1994-1997 Agreement, except that in the event that any Regular Engineer(s) employed as of the date of ratification of the 1994-1997 Agreement leaves the employ of the Company for any reason whatsoever, then the number of Regular Engineers which must be employed by the Company in order for the Company to employ Daily Engineers will be reduced by the number of such Regular Engineer(s) leaving, such Engineer(s) need not be replaced, and the Company may continue to employ Daily Engineers.~~

17. Section 16.03 (d)

Daily Engineers shall receive ~~one fifth (1/5) of~~ the applicable ~~weekly~~ **hourly** rate for each day they work, plus an amount equal to twenty percent (20%) thereof. If a Daily Engineer is assigned to perform the duties of an Engineer in a higher Group, he/she shall be upgraded in accordance with Section 13.07(c) of this Agreement.

18. Section 16.03 (i)

Daily Engineers who work on the following Holidays shall receive additional half-time premium for all such hours worked: Martin Luther King, Jr. Day, **Memorial Day**, Thanksgiving Day, Christmas Eve, or Christmas Day. Daily Engineers shall not receive compensating days off.

19. Section 16.03 (j)

The Company will make a good faith effort, whenever practicable, to post schedules (only to the extent known) by 6:00 P.M. on ~~Wednesday~~ **Friday** for the following **two (2) weeks**. Posting of schedules and/or failure to post schedules and/or changing of schedules shall be non-grievable and non-arbitrable. It is understood that schedules may change without penalty up to twenty-four (24) hours prior to the start of the call. If a Daily Engineer is scheduled for a shift, and the shift is changed to a lower paid classification, then such Daily Engineer may only be paid the lower wage rate if he/she is notified of the change at least twenty-four (24) hours in advance. Daily Engineers shall be notified of the cancellation of any scheduled shift not later than twenty-four (24) hours prior to the start of the call.

20. Section 16.03 (l)

Daily Engineers will have contributions made on their behalf by the Company to the Entertainment Industry Flex Plan or other mutually agreeable Plan based on all time worked at the following rates during the time periods indicated below:

Year 1
July 1, 2023 – 6/30/2027
16.50%

21. Section 16.03 (m) – Paid Time Off

(m) Daily Engineers will receive paid time off as follows:

- (i) PTO Qualification: **Effective January 1, 2024**, Daily Engineers who have worked the following listed hours (~~all hours worked~~ **Straight Time, Overtime and Double Time Hours Only**) for the Company in ~~each of~~ the previous ~~two (2)~~ calendar years shall receive paid time off as follows in the following vacation year (January 1 through December 31):

By way of example, if the paid time off benefit will commence January 1, ~~1995~~ **2024**, it would be based on time worked in ~~1994 and 1993~~ **2023**.

- (ii) PTO Eligibility Threshold: For those Daily Engineers who become qualified for PTO in accordance with 16.03(m)(i) above, the following listed hours must be worked in order to be eligible for PTO in subsequent years.

Hours	PTO Days
1000	9
1160	10
1240	12
1320	13
1400	15

- (iii) Loss of PTO Eligibility with Continued Qualification: After a Daily Engineer has worked one thousand (1000) hours (~~all hours worked~~ **Straight Time, Overtime and Double Time Hours Only**) for three (3) or more consecutive calendar years, if in the next calendar year he/she works more than seven hundred fifty (750) but less than one thousand (1000) hours (~~all hours worked~~ **Straight Time, Overtime, and Double Time Hours Only**), he/she shall be eligible to receive three (3) days of paid time off in the following vacation year. In order to qualify for paid time off in the vacation year subsequent to the year in which he/she received three (3) days of paid time off, he/she must meet the minimum PTO eligibility qualification level in Section 16.03(m)(ii) above. If a Daily Engineer leaves the employ of the Company and is subsequently re-hired within a three (3) year period of the date in which he/she was last employed, such Daily Engineer does not have to re-qualify for the initial ~~two (2)~~ **one (1)** year qualification period described in 16.03(m)(i), above.
- (iv) Sick Leave: For all Daily Hire Engineers who do not otherwise qualify for PTO in accordance with this Sub Section, ~~the Company shall provide three (3) days of Sick Leave. Additionally, the maximum number of Sick Leave carried over or accrued pursuant to this provision is six (6) days.~~ **will accrue 1 hour of paid sick leave for every 30 hours worked, with an annual rollover cap of 80 hours. The terms and conditions of this sick leave policy may be updated to account for updated minimum statutory requirements applicable to the Daily Hire Engineers. Notice will be given to the Union and to the Employees of any such changes, but such changes will not be subject to negotiation or to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section.**

Unused paid time off (“PTO”) may roll over into the following year up to a maximum accumulated balance of 20 PTO days. ~~Up to six (6) days of paid time off may roll over up to six months (used by June 30 of the following year in which such PTO was earned).~~ Once a Daily Engineer has qualified for paid time off and received it for a vacation year, in order to receive it in the next vacation year, he/she must have worked the requisite amount of time in the previous calendar year only. **If, upon a new vacation year, an employee has accumulated the maximum number of PTO days, no additional PTO days will be issued until the next vacation year, assuming the employee has reduced their accumulated PTO balance below the maximum days and has worked enough hours during the year to qualify for additional PTO.** If a Daily Engineer leaves the employ of the Company during any calendar year for any reason, he/she shall be paid for any unused paid time off from that year. Additionally, he/she shall be paid for any paid time off he/she would have been eligible to take during the next vacation year, based on all

straight time, overtime and double time hours worked during the calendar year in which he/she left the employ of the Company.

The Union and Company agree that this provision fully addresses the rights of employees under applicable California law, including Labor Code Section 227.3, to accrue vacation, to carryover accrued vacation subject to the agreed upon cap on accrual and to be paid out for accrued, unused vacation. The Parties waive any right an employee may otherwise have to bring a claim for vacation pay under California law and instead agree that any disputes regarding the accrual, carry over or payout of vacation are exclusively governed by the grievance and arbitration provisions set forth in this agreement.¹

When paid time off is to be used as sick leave, a Daily Engineer shall give a minimum of two and one-half (2-½) hours' notice. ~~If such notice is not given, the provisions of Section 12.01(a)(iii) shall apply.~~ When paid time off is to be used as planned time off, it will be scheduled by mutual agreement between the Daily Engineer and the Company and may be taken as single or multiple days. The Daily Engineer must request such planned time off at least one (1) week in advance on a form to be provided by the Company. The Company will respond to such request within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays). The Company may also elect to have Daily Engineers choose such planned time off at the same time Regular Engineers choose vacation or any other methodology for the choosing of paid time off which makes operational sense. In the event of any conflict between Daily Engineers over scheduling of paid time off, the Company has the sole discretion to resolve the conflict and in doing so will consider the work assignment of the Daily Engineers, the availability of replacements, the relative length of service of the Daily Engineers and any other relevant factors.

22. Section 16.03

New Section: Turnaround

- (a) Daily Engineers shall not be assigned to work on a work day until twelve (12) hours have elapsed since the termination of his/her previous assignment, except if he/she receives premium pay of Ten Dollars (\$10.00) for each hour (\$5.75 per hour for cable) or fraction thereof by which such rest period is reduced, to be paid in one-quarter (¼) hour increments.
- (b) Daily engineers shall receive thirty-six (36) hours of continuous rest when a break in assignments (when not assigned to work for a given day) takes place. In this situation, premium pay of \$10.00 per hour (\$5.75 per hour for cable) will be paid for all time between the beginning of an assignment within said thirty-six hours.

¹ **Clarifying Note Re: PTO Transition:** To facilitate in the transition outlined above, all those employees who roll over the current maximum of six (6) days into 2024 **and** they qualify for the max number of PTO days in CY 2024 (15 days) at the start of 2024, resulting in a total bank of twenty-one (21) days, they will be automatically paid out one (1) PTO day during the first full pay period of CY24.

- (c) If a Daily Employee requests to change his/her shift, and such change would result in turnaround premiums, said Engineer shall waive turnaround premiums if such request is approved by management.
- (d) ~~It is the responsibility of the Daily Engineer to note such premium pay on their timecards.~~

23. Section 17.06 – Paid Time off Rate – Move to be under PTO (Section 16.03 (m.))

- (a) For those Daily Engineers solely performing covered work (**Network or Cable**), ~~as defined above~~, who have multiple rates of pay, depending on what job function they perform on any given day, and for those Daily Engineers who perform both covered work and non-covered work, the following sets forth the agreement regarding the rate at which paid time off will be paid:
 - (i) At the same time each calendar year that paid time off eligibility is calculated (each January), the Company will, ~~for the foregoing population of Daily Employees only~~, calculate an average of each Employee's straight time rates received during the time period (January 1 through December 31 of the prior calendar year). The resulting rate, ~~or the current Cable Rate contained in Section 17.02(a) (whichever is greater)~~, will be the rate at which paid time off will be paid in the subsequent leave year (the "paid time off rate"). ~~Daily Engineers who work one thousand (1000) or more hours at an upgraded rate will receive their PTO at said upgraded rate in the following year (at the years rate in which taken)~~. The affected employees will be notified of their "paid time off rate" during January.

For example, during January ~~2002~~ **2024**, the Company will average each affected Employee's straight time rate earned between January 1, ~~2001~~ **2023** and December 31, ~~2001~~ **2023**. The Employee will be paid at the resulting "paid time off rate" for paid time off taken between ~~February~~ **January** 1, ~~2002~~ **2024** and ~~January~~ **December** 31, ~~2003~~ **2024**.

24. Section 18.04 – Notices

Update Company Address to "10201 W. Pico Blvd., Suite 2121/12th Floor, Los Angeles, CA 90064

25. Sideletter VII (Section 7.)

- a. (E) – Should reference 6(a) and not 5(a).
- b. (F) – Should reference 6(a) and not 5(a) and should reference "Section (f)" and not "Section (e)"
- c. (G) – Should reference 7(c) and not 6(c).

26. 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 rooms **clean-up only** 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, LLC., 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.

27. New Remote Work Sideletter

The Company may consider an employee's request for remote work arrangements (i.e., where an employee works from a location other than the Company's facilities). The Parties acknowledge that not all positions are suited for remote work. No employee is entitled to work remotely. A remote work arrangement will, in no way, change or alter the terms and conditions set forth in this agreement.

Should the Company determine that such an arrangement is consistent with its business needs, and such arrangement is granted, the Company reserves the right in its discretion to amend, revise, or discontinue any remote working arrangement at any time for any reason.

Should such an agreement be discontinued, the employee understands and agrees that they may be required to report to work at the Company's facilities either every workday or on a hybrid schedule, should the employee desire to continue their employment.

Two (2) weeks' notice will be given to the Union and to the Employees of any such changes (with special circumstances to be considered). Such changes will not be subject to negotiation or to the grievance and arbitration procedures under this Agreement. It is also expressly understood that this arrangement will not alter the geographical jurisdiction outlined in this agreement in Section 6.01.

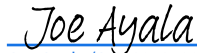
If the employee would like to request permission to work remotely, management or Human Resources will provide a form to be completed.

28. Remote Work Arrangements – Request for Additional Hours Accommodation

Employees with remote work arrangements may request additional time during days on which they are not scheduled to work to finish projects remotely. The Company may grant such requests and compensate an employee working remotely for time worked only, in lieu of the minimal call,

but subject to the overtime provisions in Article 16.03 (f). This accommodation is not subject to the consecutive day provision in Article 16.03 (k).

National Association of Broadcast Employees
and Technicians-Communications Workers of
America, AFL-CIO



[Joe Ayala \(Aug 29, 2023 14:55 PDT\)](#)

Joe Ayala
President, NABET

Aug 29, 2023

Date



Kevin Gallo
Vice President, NABET

Aug 29, 2023

Date

Fox Sports Production Services, LLC, Sports
Media Services, LLC, Fox Entertainment
Marketing Production and Post Technology,
LLC & Fox LA Broadcast Center, LLC



[Steve Moy \(Aug 29, 2023 15:26 PDT\)](#)

Steve Moy
Vice President, Labor Relations

Aug 29, 2023

Date

Exhibit A:

**NABET and FOX
New Wage Scale
Effective 7/1/23**

	Job Titles:	Network (Includes 20%)	Cable (Includes 20%)
Group A	Technical Director	\$75.00	\$55.00
	Automated Control TD		
	Techno-Jib Operator		
	Steadicam		
	Finishing Editor		
	Production Audio Mixer (A1)		
	Craft Editor		n/a
	Post Production Audio Mixer		n/a
	Engineer in Charge		n/a

	Job Titles:	Network	Cable
Group B	Production Audio Submix (A2)	\$70.00	\$50.00
	Robotics Op		
	Video Control Op		
	Jib Operator		
	Lighting Director		
	ENG Camera		
	Handheld Camera Op		
	Replay Operator		
	Technical Director		
	Show Edit / Playback		
	TOC Engineer		n/a
	Engineer in Charge		n/a
	Sr. Editor		n/a

	Job Titles:	Network	Cable
Group C	Camera Op	\$50.00	\$35.00
	Light Board Op		
	Gaffer		
	Electrician		
	Sr. Media Engineer		n/a

	Job Titles:	Network	Cable
Group D	Audio (A3)	\$45	\$30.00
	Teleprompter		n/a
	Editor		n/a
	Lead Utility		n/a

	Job Titles:	Network	Cable
Group E	Utility	\$35	\$25.00
	Media Engineer		n/a
	Assistant Editor		n/a

	Job Titles:	Network	Cable
Group X - Engineering	Engineer 1	\$80.00	n/a
	Engineer 2	\$70.00	n/a
	Engineer 3	\$60.00	n/a
	Engineer 4	\$55.00	n/a
	System Engineer	\$52.00	n/a
	Drafting Engineer	\$70.00	n/a
	Construction Engineer	\$60.00	n/a