

**Network Engineering and Operations (NE&O) – NABET-53 Engineering
Memorandum of Agreement
September 24, 2015**

This document constitutes the Company and Union's Agreement on all deal points that will be presented to the NABET-CWA Local 53 bargaining unit at Fox NE&O in Los Angeles, CA. It is understood that the document is subject to ratification by the Union.

Retroactivity

The prior bargaining agreement expired on June 30, 2015 and the new Agreement will be retroactive to July 1, 2015 provided that it is ratified by October 30, 2015. If the Agreement is not ratified by that date, retroactivity will be "off the table."

Drafting of New Agreement

Upon notification from the Union that this MOA has been ratified, the Company will submit to the Union a drafted document for review and execution. It is requested that the Union execute the document and then mail originals for counter signature to the undersigned.

1. Revise name of employer to Fox Digital Enterprises, Inc.
2. Four Year Agreement: July 1, 2015 through June 30, 2019.
3. Add "explicit authorization" language and appropriate Section 7 non-discrimination language to CBA.
4. Wages:
 - a. Section 9.01
 - i. July 1, 2015 through June 30, 2016 increase all rates by one percent (1%).
 - ii. July 1, 2016 through June 30, 2017 increase all rates by one percent (1%).
 - iii. July 1, 2017 through June 30, 2018 increase all rates by one percent (1%).
 - iv. July 1, 2018 through June 30, 2019 increase all rates by one percent (1%).
 - b. Section 17.02
 - i. July 1, 2015 through June 30, 2016 increase all rates by three and one half percent (3.5%).
 - ii. July 1, 2016 through June 30, 2017 increase all rates by three and one half percent (3.5%).
 - iii. July 1, 2017 through June 30, 2018 increase all rates by three and one half percent (3.5%).
 - iv. July 1, 2018 through June 30, 2019 increase all rates by three and one half percent (3.5%).
5. Meals: modify Section 8.01 (and other relevant sections for conforming changes) such that the work day and paid meal period is based upon seven hours and twenty minutes (7:20) of work and a forty (40) minute meal period. Overtime starts after 8 hours of "actual work."
6. Sick Leave – Three days of sick leave per year will be applicable for all Daily Hires who do not otherwise qualify for PTO.
7. Rest Periods: Modify Section 8.06
 - a. The Company shall make available a rest period of 10 minutes for every four hours worked. Such rest periods shall not be taken in the first 30 minutes of a

scheduled shift, nor taken in the final 30 minutes of a scheduled shift. Additionally in no event can the rest period(s) be combined with a meal period, this extending the meal period beyond the designated allotted time. The Engineer-In-Charge, or Technical Director if designated, shall have the responsibility for arranging such rest periods (with the approval of management) and report the failure to grant the same to the appropriate member of management for any necessary corrective action.

8. Redefine EIC roles, responsibilities and position description (Section 7.01) as follows:
 - a. Whenever an Engineer is assigned by the Company to supervise the work flow within a given shift, he/she shall be designated as an Engineer-In-Charge. An Engineer-In-Charge may at the Company's sole discretion be assigned to perform any and all technical functions.
9. Modify Teleprompter Language so that Talent may operate the teleprompter for themselves or other talent provided the operation for other talent will not be a standalone position.
10. Expand exceptions to jurisdiction language in 6.02(c)(x) to eliminate restriction on IATSE represented employees from performing audio editing (required to sync audio to graphics elements).
11. Scratch tracks audio to be performed by producers as well as audio technicians (will not result in a loss of shifts).
12. Modify Sideletter #VII as follows:
 - a. Paragraph 6(d) – Add Broadcast Associate.
 - b. Paragraph 6(e) – Change Broadcast Associate to Production Assistant. Additionally the following shall be incorporated: (e) A Production Assistant who works in Sports Operations is limited to performing the non-linear editing functions of viewing and creating edit decision lists in Engineering areas (provided that the individual has a direct editorial connection to the assignment and that the individual's job, not editing, continues to be the primary job function of the individual). A Production Assistant may also create completed cuts only pieces ready for air from non-Engineering areas as provided for in 5(a) above. There will not be any reduction of editing shifts or hours as a result of this section.
 - c. Paragraph 6(f) – Increase 25% threshold to 33%.
13. Remote Triggering of Events: The Company proposed that remote locations be able to manipulate a playlist and to send a command which triggers the start of elements in a playlist during live events. It was agreed between the parties that there will not be any reductions or eliminations of bargaining unit hours, shifts or positions that normally manipulate playlists and/or trigger starts of elements in playlists as a result of this section. It is understood that the term "remote locations" is defined as location(s) outside the NE&O Facility and generally defined as in the "field."
14. Flex Plan Contributions –
 - a. Section 16.03(l)
 - i. July 1, 2017 through June 30, 2018 increase contribution by ½ percent (1/2%) such that the total contribution will be thirteen and one half percent (13 ½%).

- ii. July 1, 2018 through June 30, 2019 increase contribution by ½ percent (1/2%) such that the total contribution will be fourteen percent (14%).
 - b. Section 17.04
 - i. July 1, 2017 through June 30, 2018 increase contribution by ½ percent (1/2%) such that the total contribution will be fifteen and one half percent (15 ½%).
 - ii. July 1, 2018 through June 30, 2019 increase contribution by ½ percent (1/2%) such that the total contribution will be sixteen percent (16%).
- 15. Training –
 - a. The minimum call for Daily Engineers for training shall be a four (4) hour straight-time call. The intent of this provision is to allow for additional training opportunities. Due to new complexities in systems and tools, a four (4) hour call is better suited to learning and disseminating new information. As such, a training call will not be preceded by or in addition to an eight (8) hour or five (5) hour work call. This provision will in no way prohibit the Company from providing training during regular work shifts.
 - b. The Company will give reasonable consideration to Employee(s) requests for specific training in order to further enhance their skill set and employment opportunities.
- 16. Section 6.01 - Typographical error in the current CBA.
 - a. Section 6.01(i) on page #8 should be labeled as Section 6.01(b).
- 17. Section 8.09 Modify to update technology - Cellular Phones
 - a. No Engineer shall be required to carry a Company issued cellular phone during non-working hours. If an Engineer agrees to carry such cellular phone during non-working hours, he/she will not be subject to discipline for failing to respond to a Company call.
- 18. Section 8.07 – Typographical error in current CBA.
 - a. Section 8.01(e)(i) shall be listed as 8.01(e).
- 19. Sideletter #5 – Revise.
 - a. Remove the following names: Craig Chaddick and Ken Wilcox.
- 20. Sideletter #14 – Update with current CBA dates.
- 21. Sideletter #17 – Delete.
- 22. Schedule 3 – Engineers – Update Seniority List as appropriate.
- ~~23. New Sideletter~~
- 24. New Sideletter – Web Based Scheduling, Posting and Timecard Systems

During the 2015 negotiations the Company described their intent to modernize the scheduling, posting and timecard systems. This modernization will include the use of a web portal that can be accessed at any location / time that an Employee has access to an internet connection. It is anticipated that the web portal will become available for use during the term of the Agreement. As such, regular updates concerning progress and implementation will be discussed during Labor/Management meetings.

As a general framework for system development and design, the web portal will provide Employee access to the scheduling, posting and timecard systems via computer, kiosk (at the facility), or devices such as mobile phone/tablet. The system will allow for real time updates of the Company's scheduling system. As a positive feature, the system

will eliminate the need for paper posting or emailing of PDF schedules, since all information will be available online.

Timecards will be electronically submitted through the system and in order to ensure timely payment of wages such submissions will be required to be performed as close to the end of an Employee's shift so as to conform with appropriate deadlines (typically within 24 hours of the shift or within a reasonable timeframe thereafter).

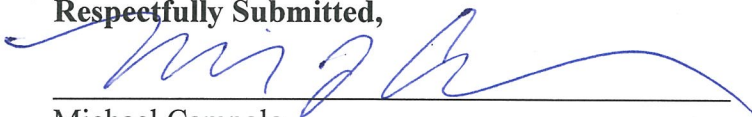
In terms of shift requests, the Company will endeavor to have all requests sent to Employees electronically. In turn, the Employee will either electronically accept or decline shift offerings (typically within 24 hours of the request or within a reasonable timeframe thereafter). Employees will then be electronically notified of any changes or updates to their previously confirmed schedules.

In terms of overall content, it is envisioned that the web portal will include confirmed shifts, unconfirmed shifts, paid time off dates and dates wherein the Employee is not available for work assignments. Finally, it is anticipated that as technology changes and systems improve, the web portal system will implement such changes that enhance the use of the system for the Company and Employees alike.

25. Special Agreement – Rest Periods (Section 8.06)

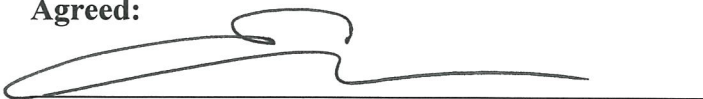
- a. The Company and Union agree to modify the terms of this Section for Studio Shows only such that the former program running time of ninety (90) minutes be increased to three (3) hours and the delayed rest period in the same paragraph be increased from twenty (20) minutes to thirty (30) minutes.
- b. The Union reserves the right to revoke this special agreement upon thirty (30) days notification if the Union believes the Agreement herein is being abused.

Respectfully Submitted,



Michael Campolo
Senior Vice President Labor Relations
Fox Group Legal

Agreed:



Eric Seggi
Staff Representative
NABET-CWA

September 24, 2015