

MEMORANDUM OF AGREEMENT

THE ANIMATION GUILD, LOCAL #839 IATSE - FOX TELEVISION ANIMATION, INC.

2023-2027 The Animation Guild - Solar Opposites, LLC Agreement

This Memorandum of Agreement (“MOA”) sets forth the entire agreement reached between Fox Television Animation, Inc. (“Company”) and International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories and Canada and its affiliated Local 839, The Animation Guild and Affiliated Optical Electronic and Graphic Arts, (collectively “Union”) as a result of the parties’ negotiations for an Agreement. All Company proposals not accepted are hereby withdrawn. All Union proposals not accepted are hereby withdrawn. The Company has been advised and the Union has agreed and represents that the negotiating committee will unanimously recommend this MOA for ratification and take no actions inconsistent with such recommendation. These are material provisions of this Agreement.

This MOA is contingent upon adoption of a resolution(s) (or amendment(s), if an amendment is required) to the Trust Agreement of the Motion Picture Industry Pension and Health Plans (“MPIPHP”) allowing members of the bargaining unit employed on Solar Opposites represented by the Union to participate in the MPIPHP and the MPIPHP Board of Directors’ acceptance of the collective bargaining agreement between the Union and the Company covering bargaining unit classifications represented by the Union as a basis for contributions to the MPIPHP. None of the provisions of this MOA shall become effective until the necessary resolution(s) (or amendment(s), if required) to the Trust Agreement(s) is (are) adopted by the Plans.

Unless otherwise noted, the provisions of this MOA shall be effective on date of notice of ratification.

1. Term

The term of this Agreement shall commence the first Sunday following notice of ratification to the Company and shall extend to and including July 31, 2027.

2. Scope

This Agreement applies and is limited in its application to the following job classifications employed by the Company on Solar Opposites to perform services in the County of Los Angeles or employed by the Company on Solar Opposites in the County of Los Angeles to perform services outside said County: all full-time and regular part-time Design Assistants, Design Coordinators, Production Managers, Production Assistants/Office Coordinators and Production Coordinators/Production Supervisors.

3. Recognition

The Company recognizes the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada as the exclusive collective bargaining representative of all classifications covered by this Agreement, employed by the Company. The Union makes this Agreement on behalf of such employees employed by the Company.

The Union represents that the terms of this Agreement have been submitted to its membership and have been duly approved thereby.

4. Assignment

Any person may perform duties within the job functions of the classifications covered by this Agreement when such person was not hired to perform those duties as their primary job responsibilities or when they are filling in for someone in these classifications on a temporary basis.

There shall be no mandatory staffing requirement in any classification covered by this Agreement. It is in the Company's sole discretion to determine whether a classification is needed, into which classification an individual shall be hired, and to which classification to assign any overlapping duties.

If an employee shall be engaged in more than one (1) classification of work during any workweek, they shall be paid on a pro rata basis for time spent in each classification.

If the Company chooses to employ an individual in the classification of Production Assistant/Office Coordinator and/or if the Company chooses to employ an individual in the classification of Production Coordinator/Production Supervisor, the Company has the right, in its sole discretion, to determine whether to employ an individual with the title of Production Assistant or Office Coordinator, and/or whether to employ an individual with the title of Production Coordinator or Production Supervisor. Company is not obligated to employ individuals in both job titles nor is Company obligated to employ an individual in either classification. Individuals engaged in each classification will be able to perform the job functions of either title.

5. Grievance and Arbitration

A. Grievance and Arbitration Procedure

In the event of any dispute between the Union or any of the persons subject to this Agreement and the Company with regard to discipline (up to and including discharge), wages, hours or other conditions of employment or with regard to the interpretation of this Agreement, the procedure, unless otherwise specifically provided herein, shall be as set forth in this provision.

Failure to settle the dispute within ten (10) business days after the invocation of Step One entitles either party to proceed to Step Two; failure to settle the dispute within ten (10) business days after the invocation of Step Two entitles either party to proceed to Regular Arbitration or to Expedited Arbitration. In the event the grieving party does not exercise its option to proceed to the next step by serving notice upon the other party as required hereunder within ten (10) business days of entitlement to do so as provided herein, then such grieving party shall be deemed to have waived such grievance unless the parties mutually stipulate otherwise in writing. Each party agrees to provide, upon written request by the other party, non-proprietary information which is relevant and necessary to the processing of any grievance hereunder. Such information shall be provided to the requesting party in a timely manner.

1. STEP ONE

The representative of the Local Union and the Company's representative shall immediately discuss the matter and the dispute shall be settled if at all possible. The decision, if any, of these representatives shall be final and binding upon the parties to the dispute.

2. STEP TWO

In the event of a failure to settle the dispute under Step One above, the grieving party shall present the grievance in written form to the representative of the other party. Such written notice shall contain the specific contract section(s) which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the specific facts and details or a summary of the alleged violation(s) on which the grievance is based, the name of the production (if any), the remedy sought and the name(s) of the individual(s) aggrieved, except for group claims for which the classification(s) of the individuals aggrieved shall be listed. In the event the party receiving the Step Two notice does not feel that the written notice complies with the preceding, then the party receiving the Step Two notice shall notify the grieving party within five (5) working days of receipt of such Step Two notice. This response shall indicate those areas in which more specific information is required. The grieving party shall then have five (5) working days to provide such additional information. This procedure tolls the running of the time limitations otherwise applicable. The Business Agent of the Local Union and the Labor Representative of the Company will then meet in an attempt to settle the same; their decision, if any, shall be final and binding upon the parties to the dispute.

3. STEP THREE

In the event of a failure to settle the dispute under Steps One or Two above, the aggrieved party may elect to proceed to Regular Arbitration by delivering or mailing to the other party a written demand for arbitration. In such event, an Arbitrator shall be mutually agreed upon by the parties to the dispute and such Arbitrator shall promptly proceed to hear the matter and settle the dispute. In the event the parties to the dispute cannot mutually agree upon said Arbitrator as aforesaid, then the aggrieved party may immediately request the Federal Mediation

and Conciliation Service ("FMCS") to submit a list of five (5) names of Arbitrators to the parties to the dispute for the purpose of selection of an Arbitrator; each party shall be entitled to strike two (2) names from the list of five (5) names submitted by the FMCS and the remaining name shall be the sole Arbitrator to hear and determine the matter. The selection of such Arbitrator shall be made within five (5) workdays, excluding Saturdays, Sundays and holidays, after receipt by the parties to the dispute of the names of the Arbitrators submitted by the FMCS. The Arbitrator selected shall notify the parties as to the time and place of the arbitration hearing if the parties cannot agree. The subject of the arbitration shall be limited to the specific issues and facts set forth in the written notice required under Step Two above. The decision of the Arbitrator shall be binding upon the parties hereto and upon the persons subject to this Agreement. The Arbitrator shall have the power to interpret and apply the provisions of this Agreement, but shall not have power to amend or modify any of its provisions, nor shall the Arbitrator have power to effect a change in any of its provisions. The Arbitrator shall not have power to determine jurisdictional disputes between the Local Union and any other labor organization. Fees and expenses of the arbitration shall be borne equally by the parties to the dispute.

B. Expedited Arbitration

Disputes involving a violation of the No-Strike - No Lockout and Seniority provisions may be submitted to expedited arbitration by either party by serving a written demand for expedited arbitration. Within one business day after the other party receives the demand for expedited arbitration, the parties will select an arbitrator between the following three arbitrators: Michael Prihar, Fredric R. Horowitz, and Douglas Collins. The dispute shall be submitted to expedited arbitration within two business days (or as soon thereafter as the arbitrator is available) after the other party receives the demand for expedited arbitration by whichever arbitrator is available within two business days. If more than one arbitrator is available within two business days, the moving party and the respondent shall alternate on a case-by-case basis in first striking a name. In the event that one of the parties fails to participate in the strike process, or fails to strike in order and/or timely, the other party may thereupon select the arbitrator to hear the matter.

The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties, including by telephone or video conference. No postponements will be granted except by mutual agreement of the Union and Company. There shall be no post-hearing briefs, but the parties may, prior to or during the hearing, present a written statement of the facts. There shall be no stenographic record of the hearing. The decision of the arbitrator, which shall be issued orally at the conclusion of the hearing and confirmed in writing to both parties within three (3) days, or which shall be issued in writing within three (3) days from the conclusion of the hearing (the choice being at the sole discretion of the Arbitrator), shall be final and binding upon the parties and any employees concerned. The Arbitrator shall have the power to determine only the specific grievance or dispute and, where applicable, award wage payments, adjustments and/or damages consistent with this Agreement. The Arbitrator shall not have power to amend, modify or effect a change in any of the provisions of this Agreement. The Arbitrator shall not have power to determine jurisdictional disputes between the Local Union and any other labor organization. The decision

of the Arbitrator shall be non-precedential and the decision and/or opinion, if any, shall not be offered or admitted into evidence in any proceeding other than 1) a judicial act seeking confirmation, correction or vacation of such decision, or 2) a grievance or arbitration proceeding involving the Company and Local Union. Fees and expenses of the arbitration shall be borne equally by the parties to the dispute.

C. Claims

Any grievance for the payment of wages not presented under Step Two within three hundred sixty-five (365) calendar days after the employee is entitled to such wages shall be deemed to be waived. Any grievance arising from an alleged breach of Article 16 ("Discipline and Discharge") hereof not presented under Step One within ten (10) business days after the occurrence of the subject matter of the grievance shall be deemed to be waived. Any other grievance not presented under Step Two within sixty (60) calendar days after the occurrence of the subject matter of the grievance shall be deemed to be waived. Upon mutual agreement of the parties, the powers hereby granted to the Arbitrator may be deemed to include, among the other powers specifically granted by the terms hereof, such other and additional powers granted to an Arbitrator pursuant to the provision of Sections 1280 to 1292, inclusive, of the Code of Civil Procedures of the State of California; the parties hereto hereby agree that the Superior Court of the State of California in and for the County of Los Angeles, may, upon notice to both parties hereto, specifically enforce any decision or award made by said Arbitrator.

6. Subcontracting

The parties recognize the existence of past subcontracting practices. As to bargaining unit work of a type which has not heretofore been subcontracted, the Company shall not, by independent contract or subletting, utilize the services of any individual, firm, partnership or corporation to perform work in Los Angeles County, California which would otherwise be performed by available and qualified persons subject to this Agreement unless such work is performed at wages and conditions no less favorable than those provided herein.

7. Employee Benefits

A. Pension Plan

Effective the first Sunday of the month following the date of notice by the MPIPHP Board of Directors to the Union and the Company of acceptance of the collective bargaining agreement between the Union and the Company covering bargaining unit classifications represented by the Union as a basis for contributions to the MPIPHP, the Company shall make contributions to the Motion Picture Industry Pension Plan, as provided in the 2021 Agreement between the Alliance of Motion Picture Television Producers and the Animation Guild and Affiliated Optical Electronic and Graphic Arts, Local #839 and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the

United States, its Territories and Canada (“2021 AMPTP/TAG Agreement”), including On Call hours.

B. Health Plan

Upon notice by the MPIPHP Board of Directors to the Union and the Company of acceptance of the collective bargaining agreement between the Union and the Company covering bargaining unit classifications represented by the Union as a basis for contributions to the MPIPHP, for employees employed as of the date of ratification, the Company will retroactively make active and retiree health contributions to the Motion Picture Industry Health Plan for the last twelve (12) weeks of the six (6) month qualifying period, based on hours worked or guaranteed during that qualifying period, that enables the employees to receive active health plan benefits commencing January 1, 2024, provided the employee worked or was guaranteed those hours in that qualifying period.

Effective the first Sunday of the month following the date of notice by the MPIPHP Board of Directors to the Union and the Company of acceptance of the collective bargaining agreement between the Union and the Company covering bargaining unit classifications represented by the Union as a basis for contributions to the MPIPHP, the Company shall make active health contributions to the Motion Picture Industry Health Plan as provided in the 2021 AMPTP/TAG Agreement, including On Call hours.

C. Retired Employees Fund

Effective the first Sunday of the month following the date of notice by the MPIPHP Board of Directors to the Union and the Company of acceptance of the collective bargaining agreement between the Union and the Company covering bargaining unit classifications represented by the Union as a basis for contributions to the MPIPHP, the Company shall make contributions to the Retired Employees Fund as provided in the 2021 AMPTP/TAG Agreement, including On Call hours.

D. Motion Picture Industry Individual Account Plan (IAP)

Effective the first Sunday of the month following the date of notice by the MPIPHP Board of Directors to the Union and the Company of acceptance of the collective bargaining agreement between the Union and the Company covering bargaining unit classifications represented by the Union as a basis for contributions to the MPIPHP, the Company shall contribute 2% of the scale weekly rate to IAP on behalf of each employee covered under this Agreement. “On call weekly contributions shall be based on a sixty (60) hour week. Increase the percentage contribution to the IAP to 4% effective the first full payroll period twelve (12) months following the date of notice of ratification and to 6% effective the first full payroll period twenty-four (24) months after date of notice of ratification.

E. The Animation Guild 401(k) Plan (No Matching Contributions)

Subject to satisfaction of the following conditions, the Company shall allow eligible employees, after ninety (90) days of employment with the Company, to participate in The Animation Guild 401(k) Plan (the "401(k) Plan") under the terms of the Trust Agreement. The Company shall withhold and contribute or cause to be withheld and contributed on a before-tax basis, for each payroll period, the dollar amount or percentage of compensation (not to exceed the lesser of the statutory IRS dollar maximum amount or 100% of the employee's compensation), which the employee has designated in writing to the Company as the employee's salary deferral election under the 401(k) Plan. The Company shall remit each employee's salary deferrals in accordance with and as required by the Trust Agreement.

The 401(k) Plan operates as a Taft-Hartley plan, administered by an independent service provider chosen by the Trustees. The 401(k) Plan shall continue its current structure and shall continue to operate in accordance with the following:

1. There will be no Company contributions to the 401(k) Plan.
2. The Company shall have no responsibility for any management or administrative costs of the 401(k) Plan.
3. The Company and the Union will take such measures, particularly with respect to the design of the Plan, as are required to limit the liability of the Company.
4. The bargaining parties agree to recommend to the Trustees of the 401(k) Plan the adoption of a resolution under which the 401(k) Plan shall warrant to the Company that it will timely discharge its duties and responsibilities so as to avoid any liability for the Company.
5. The Company's participation in the Plan is contingent on the 401(k) Plan's continued qualification as tax-exempt under the provisions of the Internal Revenue Code.

8. Minimum Wage Scales

Classification	Weekly Scale Rate (40 hours per week)
Assistants/Office Coordinator	\$775.00
Coordinators (Except for Office Coordinator)/ Production Supervisor	1st 6 Months: \$950.00 Journey: \$975.00
Manager	1st 6 Months: \$1,375.00 Journey: \$1,400.00

Effective the first Sunday following the date of notice of ratification, the above minimum wage scales shall apply. Increase the minimum wage scales by two and one-half percent (2.5%) effective the first full payroll period twelve (12) months following the date of notice of ratification, increase the minimum wage scales by an additional three percent (3%) effective the first full payroll period twelve (12) months after the first increase, and increase the minimum wage scales by the same percentage agreed to in the third year of the successor to the 2021 AMPTP/TAG Agreement effective the first full payroll period twelve (12) months after the second year increase.

9. New Classifications

In the event any new classifications of employment are created during the life of this Agreement that the Union believes should become part of this Agreement, the Company agrees to meet in good faith and confer with the Union regarding such new classifications. Nothing herein shall be construed as a waiver of the legal rights of any party.

10. Provisions Incorporated by Reference

Only the following provisions from the Agreement between the 2021 AMPTP/TAG Agreement shall be incorporated herein by reference and shall apply to employment under this Agreement: Articles 3, 4A, 4B, 4C, 4E, 4F, 4H, 4I, 5, 6(A, C-G), 6(B) as modified below, 7, 8 (except 8(H)(5) as modified below), 9, 11, 12, 14, 16, 17, 19, 20, 21A, 21D.1, 21D.2, 21D.7, 21F, 21G, 21H, 21I, 21J, 21K, 21N, 26A, 26B, 26C, 26D as modified below, 27, 28, Sideletter L, and Sideletter M as modified below.

Amend Article 6(B) of the above referenced 2021 AMPTP/TAG Agreement as follows:

For holidays not worked, 4% of the employee's annual straight time earnings shall be payable at the completion of the current season. The total amount of salary paid in the period of a calendar year hereunder for recognized holidays not worked shall be offset against an amount equal to 4% of such employee's accumulated earnings within the same period. The employee shall be paid the amount by which such 4% computation exceeds the amount of holiday pay such employee has received for such period.

Amend Article 8(H)(5) as follows:

The Company agrees to pay out vacation for the production staff in the same manner as the animation artistic staff.

In reference to Article 21D, add a new subsection 21D.3:

It is also agreed that, when unresolved or continuing disputes exist regarding Safety and Health compliance, non-compliance, or any issue arising from 21D.1 and 21D.2, said disputes shall be

referred to the Labor-Management Cooperative Committee as set forth in Article 28 of the above-referenced 2021 AMPTP/TAG Agreement.

Amend Sideletter M of the above-referenced 2021 AMPTP/TAG Agreement as follows:

The Company agrees to discuss the conditions for the performance of covered work on distant location.

Amend Article 26D as follows:

With respect to pension and health, during such time as an employee is engaged by a borrowing Company through the employee’s loan-out company, the borrowing Company shall make pension and health directly to the Motion Picture Industry Health Plan and the Motion Picture Industry Pension Plan on behalf of the employee so employed based upon hours worked or guaranteed, whichever is greater. Contributions may not be made by loan-out companies.

“Loan-out company” for purposes of this Article is defined as a company controlled by the loaned-out employee, who is the only employee of the loan-out company who performs work covered by this Agreement.

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES

By: DocuSigned by:
Michael F. Miller, Jr.
855F28894DA44E4... Date: 11/17/2023
Michael F. Miller, Jr.
International Vice President
Director, Motion Picture and Television Department

THE ANIMATION GUILD, LOCAL #839

By: DocuSigned by:
Steve Kaplan
8ABFA66749F742C... Date: November 16, 2023
Steve Kaplan
Business Representative

FOX TELEVISION ANIMATION, INC.

By: DocuSigned by:
Lara Unger
296DBB2D23AD455... Date: 11/17/2023
Lara Unger
Vice President and Counsel, Labor Relations

Certificate Of Completion

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Theresa.Loftus@disney.com
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