

Memorandum of Agreement

April 2, 2024

WHEREAS, this Memorandum of Agreement (“MOA” or “Agreement”) is made and entered into by NABET-CWA (“Union”) and Fox Television Stations, LLC (“Company”)(collectively, the “Parties”) and shall be effective on the date set forth above.

WHEREAS, the Union represents all technicians, junior technicians and senior technicians (“Technicians”) employed by the Company at its Master Control Hub in Las Vegas, Nevada (“Hub” or “Las Vegas Hub”).

WHEREAS, during bargaining between the Parties on March 7, 2024, the Company informed the Union that (1) the lease for the Las Vegas Hub facility expires in September 2024, and (2) the Company had developed plans for changes in the structure of its master control operations which, if finalized and implemented, would result in: the assumption of master control functions by local television stations; the cessation of central master control operations in Las Vegas, Nevada; and the closing of the Las Vegas Hub.

WHEREAS, the Union and the Company engaged in bargaining about these decisions and the effects of these decisions on bargaining unit employees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. Except for work related to the breakdown, dismantling and transfer of equipment at the Hub, the Company will cease its central master control operations in Las Vegas, Nevada, close the Hub facility and terminate the employment for all bargaining unit employees on June 30, 2024;
2. The Company shall pay each Technician who is employed at the Hub as of June 30, 2024 and who works continuously at the Hub through that date severance in the form of a one lump sum payment (“Severance Payment”) equal to:
 - a. A base payment in the gross amount of Twenty Five Thousand Dollars (\$25,000); plus
 - b. An additional payment in the gross amount equal to three (3) weeks’ of base salary for each full year of continuous service with the Company.

Provided, however, that any Technician who is separated from employment at the Hub by the Company for other than gross misconduct after the effective date of this agreement but before June 30, 2024 shall also be entitled to the Severance Payment provided in this paragraph on the same basis as Technicians who are employed on June 30, 2024.

3. The Company shall pay for up to twelve (12) months of COBRA insurance continuation coverage for medical, dental and vision for each Technician who has such coverage on June 30, 2024. Provided, however, that any Technician who is separated from employment at the Hub by the Company for other than gross misconduct after the effective date of this agreement but before June 30, 2024 shall also be entitled to the COBRA insurance continuation coverage provided in this paragraph on the same basis as Technicians who are employed on June 30, 2024;
4. The Company shall pay each Technician for all accrued, unused vacation as of June 30, 2024;
5. Provided a Technician is actively working at the Hub as of June 30, 2024 and works continuously through that date, the Company agrees that it shall not contest any application for unemployment benefits the Technician may make with the Nevada Department of Employment, it being understood that it shall not be a violation of this provision for the Company to respond truthfully to requests for information made by the Nevada Department of Employment.
6. In exchange for the payments and benefits described in paragraphs 2 and 3 above, each Technician must execute no sooner than June 30, 2024 a written General Release Agreement in a form that is acceptable to the Company (“Release Agreement”) waiving all legal claims against the Company. The Union acknowledges and agrees that all of the payments and benefits described in paragraphs 2 and 3 above include monies and benefits that each Technician would not otherwise be entitled to receive absent the execution of the written Release Agreement described in the immediately preceding sentence.
7. In addition to the Severance Payment described in paragraph 2 above, if a Technician continues working at the Hub after June 30, 2024, the Technician shall be entitled to a retention bonus (“Retention Bonus”) of Five Hundred Dollars (\$500) for each work week (five (5) days actually worked) or a pro rata portion of such Retention Bonus if the employee does not actually work all five (5) days of the work week. The Retention Bonus shall be in addition to the Technician’s regular wages for time worked during such week and shall also be in addition to the Severance Payment described in paragraph 2 above. If a Technician continues working at the Hub after June 30, 2024, the Company shall pay the Retention Bonus described in this paragraph and shall pay the Severance Payment described in paragraph 2 above only after the Technician’s last day of employment and after the Technician executes the Release Agreement described in paragraph 6 above which may not be executed sooner than the Technician’s last day of employment at the Hub. Likewise, the COBRA insurance continuation coverage described in paragraph 3 above shall not begin until after the employee’s last day of employment at the Hub and the accrued, unused vacation described in paragraph 4 above, shall not be paid until after the employee’s last day of employment at the Hub. The decision to employ a Technician or Technicians after June 30, 2024 shall be at the Company’s sole discretion.


8. The Company agrees that any Technician employed at the Las Vegas Hub on the effective date of this MOA may apply for jobs with Fox Television Stations, LLC and any and all of its parents, subsidiaries, divisions and other affiliates. If, during the period from the effective date of this MOA until 365 days after the last day of employment of any Technician laid off in connection with the shutdown of the Hub, any such Technician applies for a full-time job at a television station owned and operated by Fox Television Stations, LLC and such full-time job includes station broadcast master control functions as the primary job responsibility, the Company shall consider the Technician for the job in the same manner as all other internal candidates including other Las Vegas Hub employees except the television station where the job exists may give preference to internal candidates already employed at that television station. This MOA will not require the Company to engage in unlawful discrimination or to assign work based on the existence or absence of Union membership or affiliation. In order to allow Technicians to apply and be considered for full-time job opportunities at Fox Television Stations, LLC that include station broadcast master control functions as the primary job responsibility, the Company shall during the period described in this paragraph send the President of NABET, Local 53 a written notice of the postings for such job opportunities so that the President can inform interested Technicians of such job opportunities. This MOA does not constitute a commitment of employment or future employment for any particular individual. The provisions of this MOA in which the Company agrees to consider a Technician in the same manner as an internal candidate as described above will not prevent the Company from considering all available candidates and making employment decisions based on who the Company believes is the most qualified. The provisions of this MOA in which the Company agrees to consider a Technician in the same manner as an internal candidate shall not supersede any obligations the Company may have under any collective bargaining agreement with any union or guild.
9. Should the Company decide not to shut down the Hub after it has laid off all Technicians, the Company shall offer reinstatement to all employees laid off in connection with the planned shutdown and bargain with the Union regarding the continuation of Hub operations and a collective bargaining agreement as required by law.
10. All payments to the employees described in this MOA shall be subject to appropriate withholdings and deductions for federal state and other applicable taxes.
11. In exchange for the promises and provisions in this MOA, the Union on behalf of itself and any and all Technicians and other employees it represents now or in the future knowingly and voluntarily waives and releases the Company (including Fox Televisions Stations, LLC and any and all of its parents, subsidiaries, divisions and other affiliates) now or in the future from any and all rights, claims, complaints, causes of action, grievances, charges, violations and all legal or contractual entitlement of any kind in any forum (collectively "Claims") that directly or indirectly involve, arise from or relate to: (a) the Company's cessation of master control operations in Las Vegas, Nevada; (b) the closing of the Company's Las Vegas Hub; (c) the assumption of master control functions by local television stations; (d) the employment, layoff, termination of employment or other separation from employment of Technicians employed at the Las Vegas Hub; and/or (e)

compensation or other monies or benefits owed such Technicians. The Claims encompassed by this waiver and release include but are not limited to any claimed or alleged obligation to engage in bargaining over any decision or its effects under the National Labor Relations Act ("NLRA"); any and all other claims or allegations involving or arising under the NLRA or any other law, statute, regulation, rule, ordinance, or legal obligation; and any and all claims or allegations involving or arising under any collective bargaining agreement, contract, memorandum, side letter, or other alleged understanding or contractual commitment of any kind.

12. The Parties agree not to disclose, disseminate, or publicize, or cause or permit to be disclosed, disseminated, or publicized any of the terms of the MOA, except: (a) to the Technicians; (b) to the Union's officials and officers, employees of the Union, and the Union's advisors, attorneys, accountants; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to an order or subpoena of a court of competent jurisdiction or state or federal governmental agency; or (e) in order to enforce the terms of this MOA.

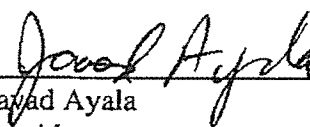
13. This Agreement is made on a no-precedent, non-citable basis. The Parties shall have no obligation to treat future issues in the same or similar manner set forth in this Agreement. Except as necessary to enforce its specific terms, this Agreement may not be offered, received or considered in connection with any legal or administrative proceeding including, but not limited to, any arbitration proceeding or proceeding before the National Labor Relations Board.

ACCEPTED AND AGREED:




Charles Braico
President
NABET-CWA

Date: APRIL 2, 2024



Jayad Ayala
President
NABET-CWA, Local 53

Date: 4/2/2024



Kevin Casey
Senior Vice President, Labor Relations
Fox Television Stations, LLC

Date: 4/2/24