

## MEMORANDUM OF AGREEMENT

This document and attachments hereto constitute a Memorandum of Agreement, which confirms the agreement on this 17<sup>th</sup> day of February, 2022, reached by and between National Association of Broadcast Employees and Technicians, AFL-CIO (hereinafter called "NABET" or "Union") and Univision Television Group, Inc. d/b/a KMEX-TV (hereinafter called "KMEX" or "Company") as a result of the collective bargaining negotiations between the parties to modify their Collective Bargaining Agreement effective 2016 through 2020.

As an express and material term of the parties' agreement, the NABET bargaining committee agrees to unanimously recommend this Memorandum of Agreement for ratification by the unit membership. The following are those items, which have been agreed upon by the parties, and are written in contract language unless otherwise specified. It is also agreed that conforming and updating changes will also need to be made in the new collective bargaining agreement by virtue of mutual agreement. Furthermore, all proposals made during the negotiations and not attached hereto are deemed to have been mutually withdrawn by the parties.

KMEX

By: 

Angel L. Ortiz  
Global Head of Employment and  
Labor Relations

February 17, 2022

NABET Local 53

By: 

Steven Ross  
President Local 53

February 17, 2022

**CBA MODIFICATIONS**

3. 6.01 (g) (Broadcasting of Non-Broadcast Material): Add sideletter that states as follows –

“Parties hereby agree that any Televisa programming constitutes network programming under the agreement.”

4. 6.01 (h) (Other Univision Employees): Amend as follows –

“Nothing in this Article VI shall limit or preclude the Employer from utilizing on an incidental or occasional basis the services of an employee of Univision Interactive Media or its successors.”

8. 7.28 (Traffic Coordinator): Add sideletter that states as follows –

“For the term of this Agreement the Company may utilize New Jersey personnel to perform any traffic coordinator duties whenever a KMEX traffic coordinator is not available to perform the work (e.g., for holidays, vacations, illness, and/or leaves.)”

9. 7.29 (Account Coordinator): Add sideletter that states as follows –

“For the term of this Agreement the Company may utilize non-unit personnel to perform any account coordinator duties whenever a KMEX account coordinator is not available to perform the work (e.g., for holidays, vacations, illness, and/or leaves.)”

12. 14.01(d) (Health and Dental Insurance): Amend to reflect 4% increase in 2023 and 2024 plan years. (Parties agree to keep plan benefits under the Univision Group Health Plan for 2022, 2023, and 2024 and thereafter reinstate the Platinum Plan level that existed in plan year 2021.)

22. 21.08 (Hyphenate Video Journalists): Extend Sideletter for successor CBA term.

23. 24.01 (Wage Scales): Add “Automated Production Control (APC) Operator” (referred to by NABET in negotiations as the “ACRS Technical Director”) to NEW Group 8 at 5% higher than Group 7 [UPON RATIFICATION, but parties also agree that for an agreed upon list of six APC Operators, the Group 8 will be retroactive to 9/1/21.]

1. 23.01 (Term of Agreement): Amend to reflect a 4-year Term: 4/1/2020 – 3/31/2024.

2. Group 4 “Audio Engineer/Tape” will be replaced by “Audio Assistant (A2)”

3. Add “Senior Audio Engineer/Live” and “Senior News Editor” titles to Group 6.

4. Add NEW APC sideletter that states as follows –

“Parties hereby agree that the APC Operator (i.e. ACRS T.D.) is responsible for performing 7.05 TD duties and 7.18 Director duties while operating the Automated Production Control (APC) system. Parties further agree that any solo operation of the APC system would be paid at the PDE rate.”

**ECONOMICS**

1. 24.01 (Wage Scales): Increase to wage scales as follows –

- a. 4/1/2021: 3% (retroactive if new CBA ratified by 3/31/2022)
- b. 4/1/2022: 3.25%
- c. 4/1/2023: 3.5%

2. Traffic Coordinators and Account Coordinators get an additional .25% in wage scale increase per year of wage increase.

3. Ratification Bonus – All regularly employed unit members covered by this collective bargaining agreement, hired before June 1, 2021, and whom are on the active payroll as of the [RATIFICATION DATE] of this new successor collective bargaining agreement, shall receive a ratification bonus of \$2,000.00, less the customary payroll withholding for such payments.

For per diem/Daily Hires who are actively employed as of the [RATIFICATION DATE], the Ratification Bonus will be paid based upon the days worked in the twelve (12) months preceding February 2022:

- a. 200+ days: \$2,000
- b. 160-199 days = \$1,500
- c. 120-159 days = \$1,000
- d. 80-119 days = \$500

4. Parties hereby agree that staff unit members covered by this collective bargaining agreement will be granted leave to take: one (1) additional personal day in 2022, and one (1) additional personal day in 2023, and one (1) additional personal day in 2024, for use solely during each of those calendar years (i.e., these are not transferable or cumulative year to year.)