

ABC, INC.

The Company's Comprehensive Package Proposal

The attached list of proposals, with the specified modifications and withdrawals, taken together constitute The Company's Comprehensive Package Proposal. Although the attached Comprehensive Package Proposal includes many unrelated items, they should be considered as a single package, meaning that the entire set of proposals must be accepted or rejected. The Company reserves the right to modify or withdraw any or all of these proposals if they are not accepted by the Union as a single package with respect to any particular bargaining unit(s) within a reasonable period of time.

Any Company proposal not previously withdrawn and not set forth herein is withdrawn, and any Union proposal not specifically accepted is rejected. These proposals may not specifically reflect all necessary conforming or editorial changes. Except for the changes specified in this Comprehensive Package Proposal, the remainder of the 2017 - 2021 Master Agreement remains unchanged.

There are a number of separate bargaining units encompassed under the umbrella of the Master Agreement. In the event that any unit at any time ratifies this Comprehensive Package Proposal, and subject to the parties executing a Memorandum of Agreement memorializing the new terms and conditions applicable to the ratifying unit(s), there will be an agreement in place between the Company and the Union for that particular bargaining unit(s), regardless of the outcome of the ratification process with respect to any other bargaining unit(s).

March 25, 2022

General Wage Increases in weekly and daily scale base rates for employees in any bargaining unit and all other monetary improvements except as otherwise expressly provided for in this Comprehensive Package Proposal, shall become effective for any particular unit(s) at the commencement of the first complete payroll period after notice of ratification to the Company from the Union with respect to such unit(s), subject to the Company and the Union having fully executed a Memorandum of Agreement memorializing the new terms and conditions applicable to the ratifying Unit(s).

March 25, 2022

ABC, INC.
PROPOSALS

WAGES

All base wages in each separate Unit agreement of the Master Agreement shall be increased by **two and one-half percent (2.5%)** ~~two percent (2%)~~ effective on the first day of the first full payroll period following notice of the ratification of each such Agreement, and shall be increased by an additional **two and one-half percent (2.5%)** ~~two percent (2%)~~ effective the first full payroll period one (1) year after such notice and, further increased by an additional **two and one-half percent (2.5%)** ~~two percent (2%)~~, effective the first full payroll period occurring one (1) year thereafter, **provided the Union provides notice of ratification for a particular Unit(s) by April 21, 2022.**

January 13, 2022
[Modified] March 22, 2022

ABC, INC.

PROPOSALS

General Articles

Section 7.7(a)

Amend Section (a) as follows

An employee assigned to a scheduled field pickup or other authorized Company business that requires travel and/or work away from the home office overnight shall receive a per diem allowance of ~~Fifty Seven Dollars (\$57.00)~~ **Sixty Dollars (\$60.00)** per day for meals and incidental expenses for each calendar day that the employee is away from the home office effective ~~April 15, 2017 (increasing to Fifty Eight Dollars (\$58.00) effective the first full payroll period one year after notice of ratification of the successor to the 2017-2021 Master Agreement, increasing to Fifty Nine Dollars (\$59.00) effective the first full payroll period two years after notice of ratification of the successor to the 2017-2021 Master Agreement)~~ **the first full payroll period after notice of ratification of the successor to the 2017-2021 Master Agreement.** (On assignments outside the Continental United States, the per diem allowance shall be the same as that provided to unrepresented staff employees of the Company on the same assignment.) The term “incidental expenses” as used in this Subsection (a) refers to expenses incurred for items such as laundry and tips. Employees will not be reimbursed for telephone calls and transportation (other than transportation and telephone calls authorized by the Company for business purposes). In the unusual case in which an employee incurs reasonable and necessary expenses in excess of the per diem allowance, the employee shall submit a statement of such expenses to the management representative for approval. In the case of a remote in which meals are not readily available, the Company may cater meals in a restaurant, hotel dining room or equivalent accommodation, in which event, the per diem allowance shall be reduced by Three Dollars (\$3.00) for each meal other than breakfast so catered and One Dollar, Fifty Cents (\$1.50) for each breakfast so catered. For the purpose of applying the per diem allowance, an assignment in which the employee travels by air shall be deemed to start at his or her plane's scheduled departure time and end at the actual arrival time at the gate of the plane which the employee takes to return to his or her home office, provided that, if the actual arrival time of the plane at the gate is before 2:00 A.M., the assignment shall be deemed to have ended on the previous day. On all assignments covered hereunder lasting five (5) or more consecutive days, an employee shall receive, in addition to the per diem allowance provided above, a special laundry allowance of Six Dollars (\$6.00) per day, retroactive to the first day of such assignment.

~~**[Contingent upon the Union agreeing to apply A.8.2(c) to the Sports Event Agreement without limitations]**~~

January 13, 2022
[Modified] March 1, 2022
[Modified] March 14, 2022
[Tentative Agreement] March 16, 2022

ARTICLE VII
PROGRAM ORIGINATION

Amend the current provision as follows:

Section 7.7 - Meal Expense Allowance

- (d) In the event the Company provides a hotel room or equivalent accommodation for a local remote within an office of the Company which would not normally require an overnight stay, or for other contingencies, (e.g., weather, special reports), affected employees shall receive one Section 7.7(a) per diem payment for each night the employee is assigned to remain overnight in such accommodations. **The Company shall reimburse for additional parking expenses directly related to each night the employee is assigned to remain overnight in such accommodations. “Additional parking expenses” within the context of Section 7.7(d) shall be considered any parking expenses above and beyond those which the employee otherwise would have incurred for their commute.**

The grievance in New York relating to the transportation strike is withdrawn and shall not be refiled.

In addition, the Union withdraws the proposal for Section 7.7(e), dated September 27, 2021.

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Amend the current provision as follows:

Section 8.2

A regular work week is defined as consisting of any five (5) regular work days, as defined above, for a total of forty (40) hours, and as beginning at 12:01 A.M. Saturday and continuing until 12:00 Midnight the following Friday. Each employee shall have two (2) consecutive days off in each week. For this purpose, Friday and Saturday, if consecutive, shall be consecutive days off. No later than 7:00 P.M. of the preceding Tuesday Wednesday (~~Wednesday [Thursday]~~ in the event any of the following holidays should be celebrated on Monday or Tuesday: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Christmas Day and two (2) "floating" holidays designated by the Company under its policy applicable to unrepresented personnel), the Company shall post at the home office the work schedule of employees for the nine (9) day period beginning at 12:01 A.M. Saturday. If the schedule is not posted in accordance with the foregoing, it will automatically be the same as the last one posted.

In lieu of the foregoing, for Newswriters, Assignment Editors and Desk Assistants covered under the F and K Agreements, and Newswriters and Assignment Editors covered under the O Agreement, no later than 7:00 P.M. of the preceding Tuesday (Wednesday in the event any of the following holidays should be celebrated on Monday or Tuesday: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Christmas Day and two (2) "floating" holidays designated by the Company under its policy applicable to unrepresented personnel), the Company shall post at the home office the work schedule of employees for the sixteen (16) day period beginning at 12:01 A.M. Saturday. The above sixteen day period shall have no effect on any other provisions of the Master Agreement related to scheduling penalties or fees.

Schedules posted by the Company will not show an employee as working a ninth (9th) or tenth (10th) consecutive day, against the employee's wishes unless the employee's schedule shows a specific assignment for either the ninth (9th) or tenth (10th) day of work or, if no specific assignment is shown, there is a genuine expectancy of a specific assignment occurring on either such day on the basis of programming information or operational requirements known at the time the schedule is posted, and upon inquiry the employee will be entitled to an explanation of the basis for such expectancy. The possibility that a news or sports event may continue beyond its expected termination will be considered as a "genuine expectancy" for this purpose.

(See Sideletter FT.)

ABC, INC.

PROPOSALS

General Articles

Section 8.3 – Turnaround

Amend the current provision as follows:

Effective April 15, 2017, there shall be a minimum of ten (10) hours between the end of an employee's original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-six (36) hours off consecutively and two (2) days off, sixty (60) hours. **Effective the first full payroll period after the date of notice of ratification of the successor to the 2017-2021 Master Agreement,** assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at **Nine Dollars (\$9.00)** ~~Seven Dollars and Fifty Cents (\$7.50) (increasing to Eight Dollars and Fifty Cents (\$8.50) effective the first full payroll period two years after the date of notice of ratification of the successor to the 2017-2021 Master Agreement)~~ per hour for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be Fifteen Dollars (\$15.00) per hour, in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof. In the event that two (2) hours or less elapse between the end of any tour or extension thereof and the beginning of the next, the above turnaround provisions shall not apply and the tour shall be considered as one (1) continuous tour. None of the above turnaround provisions shall apply to regularly established watch changes where the parties have agreed upon a rotating watch system, or to tours separated by vacation or by leave of absence in excess of two (2) days.

(See Sections A14.2(i), B3.4(a), F3.11(a), K3.14(a), O3.14(a), and P3.3(a) relating to short turnaround for daily hires.)

[Conform Sections A14.2(i), B3.4(a), F3.11(a), K3.14(a), O3.14(a), P3.3(a), Sideletter HE, and Sports Event Agreement]

January 13, 2022
[Modified] January 19, 2022
[Tentative Agreement] January 20, 2022

NABET-CWA Proposal 3/2/2022 [Tentative Agreement – 3/2/2022]

The following Company proposal is accepted and agreed to:

- Section 8.5(e): Overtime – Company Counterproposal (3/1/2022)

The following Union proposal is withdrawn:

- Section 8.5(b): Overtime – Union proposal (9/27/2021)

ABC, INC.

PROPOSALS

General Articles

Section 8.5 - Overtime

Add a new subsection (e) as follows:

- (e) **In extending any particular studio assignment, the Company will provide the affected crew courtesy notice of any then known tour extension at least thirty (30) minutes prior to the scheduled conclusion of the shift. Failure to provide courtesy notice under this provision will not result in a penalty.**

[Conform A14.3(a) to apply 8.5(e) to Daily Hires]

ABC, INC.

PROPOSALS

General Articles

Section 8.6(b) (~~days off changes~~) (Changes in Work Schedule)

Amend the current provision as follows:

8.6 (b) Work on Scheduled Day Off - An employee may be required to work on a scheduled day off. ~~Seventy-two (72)~~ **Forty-eight (48)** ~~thirty-six (36)~~ hours' notice prior to 12:01 A.M. of the scheduled day off must be given, except if less notice is given a Twenty-One Dollar (\$21.00) penalty shall be paid. Except as provided in the following paragraph, in the event that such notice is given within such ~~Seventy-two (72)~~ **Forty-eight (48)** ~~thirty-six (36)~~ hour period, at least eight (8) hours must elapse between the end of the employee's previous tour and the start of a tour on any originally scheduled day off. If less than eight (8) hours elapse and the employee agrees to work, then the elapsed time will be paid for as time worked and all hours will be paid for as one (1) continuous tour. In the event that the Company notifies an employee to report for work on a scheduled day off and then cancels such tour less than ~~Seventy-two (72)~~ **Forty-eight (48)** ~~thirty-six (36)~~ hours but more than twenty-four (24) hours prior to the scheduled starting time of work on such day off, the employee shall be paid a penalty of Thirty-Six Dollars (\$36.00); however, such employee shall be paid for such tour if (i) after such cancellation, he or she is again notified to report for work on such scheduled day off and the employee's tour is again canceled, or (ii) the Company cancels such tour upon less than such twenty-four (24) hours' notice.

ABC, INC.
PROPOSALS
General Articles

Section 10.1

~~{delete}~~

~~Effective April 15, 2017, a~~An employee who works at any time between the hours of ~~12:00~~
~~Midnight~~ **1:00 AM** and ~~6:00~~ **5:00 AM** shall be paid a night shift differential of ten percent (10%)
of his or her straight-time rate of pay for all straight-time worked between such hours, and a
differential of fifteen percent (15%) of his or her straight-time rate of pay for all overtime
worked between such hours.

(See Statement of Interpretation)

[make corresponding changes to Sideletter HE, Article VIII(B), Paragraph 6]

September 27, 2021
[corrected] September 29, 2021
[Modified] January 13, 2022

ABC, INC.

PROPOSALS

General Articles

Article XI – Seniority, Layoffs and Rehires

Amend Section 11.2 as follows:

Total Company Seniority is measured by the length of service with the Company and is the controlling factor with respect to severance pay and length of vacation.

(a) A regular employee with one (1) or more years of service who voluntarily leaves the Company's employ and who is reemployed within one (1) year shall, for the calendar year commencing after he or she has been so reemployed for at least twelve (12) months, and thereafter, receive credit for his or her continuous employment prior to resignation in determining the employee's Total Company Seniority for vacation purposes only.

(b) If a daily hire employee is hired on or after the date of ratification of the successor to the 2017-2021 Master Agreement as a regular employee, such employee shall be credited at the time of hiring with one-half (1/2) year of Total Company Seniority for all purposes (e.g. severance pay, vacations, service awards) for each consecutive calendar year contiguous to the date of hiring in which the employee worked more than one thousand (1000) daily hire hours for the Company. There shall be no retroactive issuance of vacation, severance or service awards for service prior to regular employment.

In calculating contiguous years worked, the following shall apply:

1. For any calendar year in which the employee worked fewer than one thousand (1000) hours as a daily hire, such daily hire employee will be deemed to have worked one thousand (1000) hours in such calendar year if such employee's daily hire hours in all the calendar years in which the employee worked as a daily hire average one thousand (1000) hours or more.
2. Except for any calendar years in which an employee held a regular employee position, an employee shall be deemed to have worked one thousand (1000) hours as a daily hire in any full calendar year prior to calendar year 2003 in which such employee had any daily hire hours.

Article XIII - Leave of Absence

Amend Section 13.3 as follows:

- (a) The Company will arrange a long-term leave of absence for Union activity for not more than two (2) **regular staff or daily hire** employees ~~whether regular staff or Regular Daily Hires pursuant to [New Sideletter 5]~~ (not more than three (3) employees in New York), at any one time at any office of the Company for specific periods of not less than sixty (60) days and up to one (1) year in duration. The Union must give three (3) weeks' advance notice for such leave requests. Any requests for extension of the sixty (60) day up to one (1) year period shall be granted provided that the total period of the original leave of absence and any extension thereof shall not exceed five (5) years in duration, unless a longer period is agreed to by both the Company and the Union. Upon the mutual agreement of both the Company and the Union, additional employees may be permitted to go on a long-term leave of absence for Union activity for periods which shall be mutually agreed upon. **Upon the end of such leave, such daily hire employees shall be placed back on the rolls for eligibility for engagements.**
- (b) In addition to the long-term leaves of absence granted pursuant to paragraph (a) above, the Company will give reasonable consideration to requests for short-term leaves of absence for Union activity. Reasonable notice for leaves of absence for Union activity shall be given to the Company by the Union; whenever possible, such notice shall be given at least two (2) weeks prior to the date requested for the beginning of such leave.
- (c) The Union shall not make repeat leave requests for any individual for periods of less than sixty (60) days with the intent or effect of avoiding reaching the cap of two (2) employees (three (3) employees in New York) provided in subparagraph (a) above.
- (d) ~~A~~ **regular staff** employee granted a leave of absence pursuant to this Paragraph 13.3 shall accrue seniority for all purposes during such leave of absence or any extension thereof granted pursuant hereto.
- (e) ~~Regular Daily Hire~~ **A daily hire** employees granted leave pursuant to ~~this Paragraph Subsection 13.3(b)~~ will remain on the Company payroll at ~~his or her~~ **their regular base** rate during the period of such leave for the days ~~he or she~~ **they would have worked. In addition, l**leaves of absence pursuant to ~~this Paragraph Subsection 13.3(b)~~ shall count towards the **eligibility** requirements set forth in **Sections A14.2(f), B3.4(a), F3.11(a), K3.14(a), O3.14(a), P3.3(a) or R2.2(a), as applicable, and Sideletters FB, HF, and HO and 104, as well as count towards the employee's straight-time hours for purposes of calculating any payments outlined therein. Additionally, the employee shall receive a payment in lieu of benefits pursuant to Sideletter FD-1 as well as contributions pursuant to Sideletter FB and the relevant payment in lieu of vacation**

(Sections A14.2(f), B3.4(a), F3.11(a), K3.14(a), O3.14(a), P3.3(a), R2.2(a) or Sideletter HQ) for each such day of leave. The Union will reimburse the Company for the full amounts due for leave on such dates the employee would have worked.

- (f) ~~The parties acknowledge that daily hires, who are not Regular Daily Hires, involvement in administration and negotiation of this Agreement, is equally important, and that show assignments have paramount importance. To that end, t~~The Company and the Union agree to work together to accommodate the scheduling of daily hires, not covered by this Section, so as to allow such for daily hire participation in Union activity while maintaining and personnel continuity to within Company operations.

[Conform Sections A14.3(a), B3.4(b), F3.11(b), K3.14(b), O3.14(b), P3.3(b) and R2.2(b) to apply General Articles 13.3 to Daily Hires]

ABC, INC.

PROPOSALS

General Articles

Article XVII – USE OF EMPLOYEE’S CAR

Section 17.1

Amend the section to read as follows:

- (a) Compensation equal to the business mileage reimbursement rate set by the Internal Revenue Service (~~56.5~~ **56.0** cents per mile as of January 1, 2013 ~~2021~~) with a minimum payment of Ten Dollars (\$10.00) shall be allowed an employee for using his or her automobile with the consent of the Company in executing the business of the Company, except in no event shall the employee receive credit for the time consumed in traveling between his or her home and office. However, **on an out-of-town assignment requiring an employee to drive between his or her hotel accommodations and the remote site, using his or her personal automobile, such employee shall be reimbursed for mileage, taking into consideration the most direct route possible between the hotel and the remote site.** It is agreed and understood that the use of an employee's car is not mandatory. ~~I, and in the event the Company authorizes an employee use a rental car, that employee shall not be allotted a business mileage reimbursement.~~
- (b) If the Company increases or lowers the rate per mile for employees of the Company generally as a result of a change in the business mileage reimbursement rate set by the Internal Revenue Service, such increase or reduction shall automatically be made applicable to the employees covered by this Agreement without prior notice or negotiations with the Union over such change.
- (c) **If an employee uses his or her personal automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company for an overnight assignment, and the total driving distance from the employee’s home to the remote site is sixty five (65) miles or greater, the assignment shall be treated as an out-of-town assignment for all purposes.**
- (d) **In any situation on assignments covered under the Sports Event Agreement where the total driving time from the employee’s home to the remote site is reasonably expected to be more than six (6) hours total, taking into consideration normal driving speeds and the most direct route possible, the Company shall arrange travel by common carrier as stipulated in Article**

November 12, 2021

[Modified] January 12, 2022

[Modified] January 13, 2022

[Modified] January 21, 2022

[Tentative Agreement] February 28, 2022

XVI, unless the employee otherwise requests or the Company determines for health and safety reasons that travel by automobile would be most appropriate. In the case of a voluntary request to drive, in no event shall an employee be reimbursed for mileage beyond the cost of a ticket on the common carrier.

November 12, 2021
[Modified] January 12, 2022
[Modified] January 13, 2022
[Modified] January 21, 2022
[Tentative Agreement] February 28, 2022

ABC, INC.

PROPOSALS

General Articles

Section 18.1

Amend the current section as follows:

The following shall be deemed to be holidays under this provision, irrespective of the day of the week on which the holiday may fall: NEW YEAR'S DAY (January 1), **MARTIN LUTHER KING JR. DAY (third Monday in January)**, MEMORIAL DAY (last Monday in May), LABOR DAY (first Monday in September), THANKSGIVING DAY (fourth Thursday in November) and CHRISTMAS DAY (December 25).

[remainder of the provision unchanged]

ABC, INC.

PROPOSALS

General Articles

Article 23 – Retirement Plan

Amend Section 23.1 as follows:

The Company and the Union hereby mutually agree that the jointly negotiated and administered retirement plan existing under the ~~2007-2011~~ **2017-2021** Master Agreement shall continue in effect as a plan qualified by the Internal Revenue Service in accordance with the following provisions:

- (a) [Deleted.]
- (b) – (e) [No change.]
- (f) As of December 31, 2012, the Plan shall be closed to new participants, except to the extent provided in Sideletter HB-1 or as otherwise provided in Sideletter GQ, paragraph 14. Regular staff employees covered by the Master Agreement who are not participants in the Plan shall instead have a Company contribution equal to ~~four percent (4.0%)~~ **five percent (5%) effective the first full payroll period after the date of notice of ratification of the successor to the 2017-2021 Master Agreement** of their base weekly pay made on their behalf to the Communications Workers of America Savings and Retirement Trust (“SRT”), provided that any voluntary contributions by such employees to the SRT shall be limited to post-tax dollars and that the SRT continues to comply with Sideletter FB.
- (g) [No change.]

ARTICLE XXIII
RETIREMENT PLAN

Amend the current provision as follows:

Section 23.2

~~Within one (1) year of the signing of the 2007-2011 Master Agreement, the Company will provide, by direct mail, each NABET-CWA represented employee who is eligible for coverage under the Plans and has not already received such materials, a detailed written explanation of all insurance, disability and retirement plans available to NABET-CWA represented personnel under Articles XXII and XXIII of this Agreement. A booklet that is made available to the employees of ABC generally will satisfy the requirements of this Section.~~

Within three months of the signing notice of ratification of the successor to the 2017 - 2021 Master Agreement, the Company will provide access to detailed written descriptions of the all retirement, insurance and short term illness plans or programs, administered by the Company and available to NABET-CWA-represented employees, under the Master Agreement through a Company provided benefits portal. The plan descriptions shall be updated on the Company portal whenever changes are made to such plans.

ABC, INC.

PROPOSALS

General Articles

Section 24.1 – On-Camera Appearances

Amend the provision as follows:

Planned on-camera appearances of employees, except panoramic shots, incidental shots of employees in the audience area, **crowd area, control room, or in a newsroom, the playing area or stands**, appearances for the purpose of greeting or congratulations and appearances in bumpers, news stories in which such employees are subjects and/or interviewees, or in openings or closes, shall be paid for at the applicable rate specified below. In no event shall pay be required for accidental pickups.

	<u>Effective 11/16/10-4/1/2022</u>
5 minutes or less	\$40.00 \$44
over 5 to 15 mins.	79.00 \$87
over 15 to 30 mins.	120.00 \$132
over 30 to 45 mins.	138.00 \$151
over 45 to 60 mins.	153.00 \$167
over 60 to 90 mins.	187.00 \$205
over 90 to 120 mins.	220.00 \$241
Promo – Unlimited use	60.00 \$123

It is agreed that if the rates specified above which are set forth in Paragraph 8 of the AFTRA Code of Fair Practice for Network Television Broadcasting (“AFTRA Code”) are increased as a result of AFTRA-Company negotiations during the term of this Agreement, such increased rates shall be effective in lieu of the foregoing rates as of the same date they become effective for AFTRA.

At the network, only a technical manager, or at the stations, only a management supervisor for engineering employees, or the appropriate management supervisor for employees in other departments, has the authority to make a commitment to any employee to pay for an on-camera appearance and in the absence of such a commitment employees shall not be entitled to compensation under this Article.

[Conform A14.3(a) to apply General Articles 24.1 to Daily Hires]

ABC, INC.

PROPOSALS

General Articles

Article 26 – Sick Leave

Amend Article 26 **as follows:** ~~to add the following new subsections~~

- **Amend paragraphs 2, 4 and 5 of Section 26.2 as follows:**
 2. Employees covered by this Section 26.2 shall accrue no less than one (1) day of paid sick leave for every three hundred sixty (360) hours worked, up to a maximum of ~~four (4)~~ **five (5)** days in a calendar year. A travel only day shall count as eight (8) hours for purposes of this subsection only.
 4. Hours used for the above calculation shall be based on a calendar year beginning January ~~2017~~ **2022** for use, when accrued, in calendar year ~~2017~~ **2022**.
 5. Employees covered by this sub-section may carry over a maximum of ~~three (3)~~ **five (5)** days of unused sick leave accrued in one calendar year into the following calendar year, but are not permitted to use more than ~~four (4)~~ **five (5)** days in any calendar year.

[Remainder of the Provision Unchanged]

- Add new subsection Section 26.4 incorporating the ABC, Inc. NABET-CWA Local 16 – New York State Sick Leave Resolution Agreement to the Master Agreement
- Add new subsection 26.5 as follows:

Any daily hire sick day earned and used pursuant to the terms of section 26.2, 26.3 or 26.4 shall be paid a payment in lieu of benefits pursuant to the terms of Sideletter FD-1.

ABC, INC.

PROPOSALS

General Articles

Section 30.1 – Term of The Agreement

Amend the section to read as follows:

Basic minimum wage scales ~~shall take effect on April 1, 2017~~ **in effect on March 31, 2022**, in all Agreements herein, and overtime based thereon, shall continue and remain in effect, except as otherwise herein provided. Other money items, penalties, allowances, upgrades and changes in classifications and other provisions in all Agreements shall be effective ~~on April 1, 2017~~ **the first day of the first full payroll period following notice of ratification** except as otherwise herein provided.

ARTICLE XXX
TERM OF AGREEMENT

Amend the current provision as follows:

Section 30.2

Employees shall be paid every other week at twice the applicable weekly rates of pay set forth in the applicable agreements.

When employees are paid, they will receive a statement(s) showing the amount paid for base wages, any applicable deductions, and separate amounts paid for the appropriate period for each other item of compensation. **Electronic posting of a statement of earnings (“SOE”) shall be deemed compliance with this provision. However, within 8 months of notice of ratification of the successor to the 2017-2021 Master Agreement, or at the time of initial engagement of an employee, on a form provided by the Company, each employee shall be given a one-time opportunity to elect to receive paper SOEs.**

The Company will notify the Local President or his designee whenever a payment will be delayed due to the payroll being locked early because of a holiday, or any other reason.

This Section relates only to the procedures involved in payment of compensation and no provision herein shall be deemed to establish or affect any substantive rights or obligations under this Agreement.

ABC, INC.

PROPOSALS

General Articles

Section 30.3

Amend the section to read as follows:

This Agreement shall remain in effect until Midnight (New York Time), ~~March 31, 2021~~ **March 31, 2025**. The parties shall commence negotiations for an extension or modification of this Agreement by ~~October 1, 2020~~ **October 1, 2024**. If the parties have not reached an agreement for a successor Master Agreement by ~~March 1, 2021~~ **March 1, 2025**, the parties will mutually agree to request the services of the Federal Mediation and Conciliation Service.

ARTICLE A-III
CLASSIFICATIONS AND WAGE SCALES

Amend the current provision as follows:

Section A3.1

Groups for the purpose of classification and minimum wage scales for regular employees shall be as follows:

Group 2 - Radio and Television

Radio Engineer (2)

Radio Edit (2)

Camera Operator

Audio Assist Engineer (**A-2**)

Studio/Field Engineer

Graphics, Electronic Character Generator and/or Still Store Operator

Technical Stock Clerk/Utility

Studio Utility

[delete in-hire rate]

{INSERT MODIFIED IN-HIRE RATES and WEEKLY WAGE SCALES}

Group 5 - Radio and Television

Audio Operator (**A-1, Comms, Sub-mixer, REMI mixer**)

Hand Held Camera Operator

Video Operator (**V-1, V-2, Video**)

Editor

~~VTR Operator~~

Video Record / Playback / Quick Turnaround-Replay

ENG Audio Operator

ENG Field Technician

ENG Field Technician/Editor
Sr. Network ENG Technical Support Engineer
Media Preparations Operator
Robotic Camera/Video Shading Engineer
LDE Stadium Announce Booth*
Graphic Artist (NY)
Network Studio Camera Operator – New York and Los Angeles**
Radio Engineer (5)
Radio Mixer
Video Sub-Cut (V-3 Sub-Cut)

[delete in-hire rate]

{INSERT MODIFIED IN-HIRE RATES and WEEKLY WAGE SCALES}

*Applies only on Sports remotes lighting a stadium announce booth.

** See March 3, 2000, December 6, 2007 and February 12, 2008 Letter Agreements between the Parties which set forth the circumstances under which Group 5 is paid.

(See Sideletters CC and GK Para. 10)

Group 5A – WABC-TV Two Person ENG Crew

{INSERT MODIFIED WEEKLY WAGE SCALES}

(See Sideletter GN.)

Group 7 - Radio and Television

ENG-EFP Camera Operator
ENG-EFP Camera Operator/Editor
Maintenance
SNG Operator
LDE
LDE Combo*
Specialty Camera Operator

Graphic Artist (NY)
Post Production Editor
Editor
Control Center Engineer
Network ENG Tech Support Supervisor
Transmission Engineer
Technical Support Supervisor (Radio)
Radio Engineer (7)
Network Senior Audio Control Engineer (7)**

*See Sideletter HP

**See reference to this classification under Group 9

[delete in-hire rate]

{INSERT MODIFIED IN-HIRE RATES and WEEKLY WAGE SCALES}

(See Sideletter GK Para. 10.)

Group 8

Television Technical Director (8)

{INSERT MODIFIED WEEKLY WAGE SCALES}

The re-classification of Technical Directors from Group 7 to Group 8 in the 1993-1997 Master Agreement is limited to those Network and/or Owned Television Station employees who are classified as “Technical Director” and who are covered by the provisions of Stipulation 8 as well as Article A-IV. (By way of illustration, in the New York office of the Company those Network employees are included within the 181-110 Cost Center.) The re-classification does not apply to any other person who is classified as Group 7 who operates a switcher and/or related equipment.

(See Stipulation (8)(e).)

Group 9

Network Television Show Technical Director (Group 9):

{INSERT MODIFIED WEEKLY WAGE SCALES}

To receive a Group 9 hereunder, a Network Television Show Technical Director (Production Technical Director) must be responsible for the production of: (i) a special (i.e., not regularly scheduled) Network television program of sixty (60) or more minutes in length as broadcast, or (ii) a Network television sports program of ninety (90) or more minutes in length as broadcast. In either (i) or (ii) to be eligible for a daily upgrade under this Section, the Network show must also require the Technical Director to be responsible for the simultaneous switching among at least twelve (12) live, ~~manned~~ **staffed** cameras, all of which remain available for switching for the duration of the program.

Cameras under the control of a robotic camera operator, whether one or more cameras, shall be deemed to be one live ~~manned~~ **staffed** camera for the purpose of determining the number of manned cameras under this provision.

On those days when the Network Television Show Technical Director receives a daily upgrade to Group 9, the A-1 Audio Operator shall receive a daily upgrade to Group 7 and be designated a Network Senior Audio Control Engineer for that day.

The Group 9 or Group 7 upgrade, as applicable, shall apply only for day-of-air broadcast. No upgrade will be given for travel, set-up, knock-down, or meeting days.

Any Group 9 or Group 7 assignment hereunder will be a daily upgrade to Group 9 or Group 7, as applicable, based on the minimum rate of one-fifth (1/5) the regularly weekly rate.

Video Tape Librarians - Minimum Wage Scale (Per Week)

{INSERT MODIFIED WEEKLY WAGE SCALES}

No regular employee on the payroll as of May 12, 2003, will be downgraded from his or her permanent classification as of that date as a direct result of the simplification of the job titles contained herein in the negotiations for the successor to the 1997-2003 Master Agreement.

**[Conform Section A14.5 and Sideletter GK Paragraph 10 only,
as well as any relevant Stipulations and Sideletters.]**

**[Add "V-3" classification to "Utility" rates and "Lead Video Record/Playback/ Quick
Turnaround-Replay (only applicable under the Sports Event Agreement)" to the Group 7
rates in A14.5.]**

ARTICLE A-VIII
MEAL PERIODS

Amend the current provision as follows:

Section A8.2

- (c) Notwithstanding the foregoing, employees assigned to ~~the following~~ operations **other than Central Switching Centers, Network Technical Maintenance and Systems Maintenance and Assembly Group**, need not receive a scheduled meal period, but shall be given an opportunity to eat during the workday: ~~(i) Entertainment Marketing; (ii) all editing operations including Network News and Station News Editing (including magazine shows, ENG, etc.), Network Sports Editing, and editing for all other programming (e.g., LIVE Show); (iii) Network and Station news programming and any stand-by or back-up operations for such programming (for the entire crew assigned, e.g., studio, graphics, maintenance, etc.); (iv) coverage of all live or live to tape events (e.g., parades, marathons); (v) on sports remote transmission checks (involving not more than the Technical Director, Senior Audio, one Video Operator and one Playback Operator); (vi) ENG crews on sports remotes; and (vii) on show day only, on sports remotes involving multiple games or events at the same venue on the same day (e.g., LLWS, auto race with preliminary event), or an event and a pre-game/wrap show, where the crews for each overlap; (viii) Technology and Operations (except maintenance operations with a shop); and (ix) General Hospital and any entertainment programs for which initial production commences after April 1, 2017.~~ **An opportunity to eat shall be an amount of time sufficient for the employee to break from their work assignment and eat a meal away from the work area.** Such an employee shall receive a flat payment, in addition to his or her regular compensation, of Forty-Four Dollars (\$44.00) per day for each such day. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Article A-VIII. The Company shall inform an employee as soon as reasonably possible, either prior to or during the course of the shift, but in any event prior to the start of the meal period, whether or not the Forty-Four Dollar (\$44.00) payment and opportunity to eat will be given. The Company will make a reasonable effort to inform the affected employee(s) when the opportunity to eat will be provided. If the Company fails to provide an opportunity to eat as set forth in this subsection, instead of the Forty-Four Dollar (\$44.00) payment, the Company shall pay the employee the premium set forth in A8.2(a), or the penalty provided in A8.2.(b), as applicable.

(See Sideletter GR)

ARTICLE A-VIII
MEAL PERIODS

Amend the current provision as follows:

Section A8.5

If the Company requires an employee to work during the meal period or periods provided for in Section A8.3, the employee shall receive, in addition to the time and one-half (1 ½) pay required by Section A8.3, a penalty payment for each such meal period during which the employee works as follows:

First (1st) such meal period not received on a tour.....~~\$7.00~~ **(increased to Eight Dollars (\$8.00) effective the first full payroll period following notice of ratification of the successor to the 2017-2021 Master Agreement, increased to Nine Dollars (\$9.00) effective the first full payroll period two years after the date of notice of ratification of the successor to the 2017-2021 Master Agreement.)**

The penalty payment shall be increased by one (1) additional dollar for each additional meal period not received on a tour.

ARTICLE A-VIII
MEAL PERIODS

Amend the current provision as follows:

Section A8.7

The following provisions shall be applicable to employees assigned to the gathering of news in the field using electronic cameras capable of being hand-held and associated equipment and the technical editing of such news (hereinafter referred to in this Section A8.7 as “ENG”). These provisions of Section A8.7 and practices which may develop thereunder shall have no precedential or prejudicial effect on situations not involving the utilization of this equipment for ENG nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

- (a) (i) Notwithstanding the provisions of Section A8.2, an employee who is assigned for his or her entire tour to an ENG pickup(s) in the field may be required to delay his or her first (1st) meal period. It is understood that in situations in which this Section is applicable, an employee's meal period will be delayed only when required by the exigencies of the assignment and the Company will make every reasonable effort to reduce the situations in which such meal periods are delayed. The penalties in Section A8.2 shall be applicable to this Paragraph, provided, however, that in no event shall an employee covered by this Paragraph who is required to delay his or her meal period receive a premium payment as set forth in Section A8.2 which is less than the equivalent of one (1) hour's pay at his or her regular rate.
- (ii) Notwithstanding the provisions of Section A8.7(a)(i) above and Section A8.2, at Owned television stations, an employee who is assigned for the majority of his or her entire tour to an ENG pickup(s) in the field, shall have no scheduled meal period, but shall be given an opportunity to eat during the workday. **An opportunity to eat shall be an amount of time sufficient for an employee to break from their work assignment and eat a meal. away from the work area.** Such an employee shall receive a payment, in addition to his or her regular compensation, of Two Hundred-Twenty Dollars (\$220.00) per week, Forty-Four Dollars (\$44.00) per day in the case of employees hired on a daily basis), which shall be prorated to account for any days in the workweek during which the employee is sick, on vacation, on leave of absence, or otherwise not performing ENG duties. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Sections A8.7(a), A8.2 and A8.5. In lieu of the foregoing, a

regular or daily hire employee(s) at the owned stations covered by this Section A8.7(a)(ii) may, at the election of the Company, be scheduled on any day for a thirty (30) minute meal period which shall be paid. The employee(s) shall still receive a payment in addition to his or her regular compensation of Forty-Four ~~(\$44.00)~~ **Dollars (\$44.00)** for such day. However, such meal period shall not be counted as time worked for purposes of calculating entitlement to overtime pay.

[The foregoing shall not apply at KGO-TV.]

- (b) (i) Notwithstanding the provisions of A8.7(i) above and Section A8.2, at Network News operations an employee assigned for the majority of his or her entire tour to ENG pickups in the field need not receive any scheduled meal period but shall receive a flat payment of Forty-Four Dollars (\$44.00) per day. This payment shall be in lieu of any premiums or penalties or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Sections A8.7(a), A8.2 and A8.5 for each day of work where the Company elects not to schedule a meal. When the Company makes such election, the employee shall be given an opportunity to eat. **An opportunity to eat shall be an amount of time sufficient for an employee to break from their work assignment and eat a meal. away from the work area.** The Company shall inform employees as soon as reasonably possible whether or not the Forty-Four Dollar (\$44.00) payment and the opportunity to eat will be given, either prior to or during the shift, but in any event prior to start of the meal period. In those circumstances where the Company decides with respect to particular employee(s) or assignment(s) not to schedule a meal period for an entire work week and so notifies the employee(s) affected in advance, the employee(s) shall instead receive a flat payment of Two Hundred-Twenty Dollars (\$220.00) per week in lieu of any other premiums or penalties at the end of a tour, which might otherwise be required pursuant to the provisions of Section A8.7(a), A8.2 and A8.5. Such employee shall also receive an additional Forty-Four Dollars (\$44.00) per day for a sixth (6th) or seventh (7th) day of such assignment(s) described in the preceding sentence within a work week.

(ii) The provision of subsection (b)(i) above shall also include other employees assigned to Network News ENG operations, whether or not assigned to pickups in the field, in the event of breaking, extended or special news coverage.

(See Sideletter GR)

ARTICLE A-XIV
DAILY EMPLOYMENT

Amend the current provision as follows:

Section A14.2

- (b) Any work performed by persons engaged on a daily basis in excess of eight (8) hours in any day (except for those hired at the ten (10) hour rate), or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday), and any work performed on New Year's Day, Martin Luther King, Jr. Day, ~~Presidents' Day~~, Memorial Day (last Monday in May), **Juneteenth (June 19)**, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day, excluding meal periods, shall be regarded as overtime and compensated at one and one-half (1 ½) times the regular rate of pay hereunder. In addition, except for those daily hires hired in the field at the ten (10) hour rate, any work performed by persons engaged on a daily basis on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day, excluding meal periods, shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime worked on any such holiday.

For daily hires hired in the field at the ten (10) hour rate, compensation at the rate equal to two (2) times shall not commence on the holidays worked (as enumerated in the preceding sentence) until after the tenth (10th) hour of work. The regular hourly rate of pay for persons engaged on a four (4), six (6), eight (8) or ten (10) hour basis, shall be, respectively, one-fourth (1/4), one-sixth (1/6), one-eighth (1/8) or one-tenth (1/10) of such rates. Persons hired on a four (4) hours basis shall be paid at a rate equal to one-fourth (1/4) the four (4) hour rate for time worked in excess of four (4) hours but less than six (6) hours. Persons engaged at the ten (10) hour rate shall be paid for hours worked in excess of ten (10) in a day, excluding meal periods at the rate of one and one-half (1 ½) times the regular rate. In no case shall overtime accrue on overtime. Penalties shall not be considered overtime or part of the base pay.

The paid one hour meal period shall not be considered time worked for any purpose including overtime and premium pay on the above-referenced holidays.

(See Sideletters GY, HV and Letter Agreement regarding General Hospital dated March 7, 2017.)

In addition, up to two (2) hours of overtime, whether scheduled orally or in writing, may be cancelled after an employee has reported to work, if the Company determines in its sole discretion that such work is not needed and the employee is released from duty. This provision shall not be construed to restrict the Company's ability to cancel, eliminate or shorten overtime under any other provisions of the Master Agreement. Nor shall it be construed so as to shorten a ten (10) hour engagement for a person engaged on a ten (10) hour basis for one or more days of engagement.

[Conform all sections of the Agreement, including all Individual Unit Agreements, Stipulations, Sideletters, and The ABC-NABET Sports Event Agreement.]

ABC, INC.

PROPOSALS

Engineering Agreement

Section A14.2(d)

Amend the provision as follows:

Section A14.2

- (d) In the event the Company engages a person on a daily basis and thereafter cancels such engagement ~~between 11:00 A.M. and 4:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay if the engagement was for an eight (8) hour call or longer, three (3) hours' pay if the engagement was for a six (6) hour call, or two (2) hours' pay if the engagement was for a four (4) hour call.~~ If the engagement is canceled after 4:00 PM ~~2:00 PM~~ 1:00PM of the day preceding the assignment, said person shall be paid a sum equal to four (4), six (6), eight (8) or ten (10) hour engagement, whichever is applicable.

In addition, in the event the Company engages a person on a daily basis and thereafter cancels such engagement after ~~11:00 A.M.~~ ~~2:00 PM~~ 1:00PM of the day preceding his or her assignment, such person shall receive the appropriate payment in lieu of benefits pursuant to Sideletter FD-1 for the cancelled engagement, and the engagement shall count as a day worked for purposes of calculating all applicable eligibility thresholds.

[Conform all sections of the Agreement, including all Individual Unit Agreements, Stipulations, Sideletters, and The ABC-NABET Sports Event Agreement.]

January 12, 2022
[Modified] March 18, 2022
[Modified] March 22, 2022
[Tentative Agreement] March 22, 2022

ARTICLE A-XIV
DAILY EMPLOYMENT

Amend the current provision as follows:

Section A14.3

- (a) The following provisions of the Master Agreement shall not apply to persons hired on a daily basis: Sections 3.4, 3.5(a), 3.5(c), 3.6 and 3.7, Articles VIII except Sections 8.1 (the final sentence only), **8.5(e)** and 8.11, XI except Section 11.9, XII **except Sections 12.3(a) and 12.3(b), XIII except Section 13.3, XIV,** through XV, Sections 16.4(a), 16.5, 16.6(a), 16.11 and 16.12, Articles XVIII, XIX, XXII except the Company's Accidental Death and Dismemberment Policy and except with respect to daily hire employees determined to be eligible for Signature Plan benefits pursuant to Sideletter HF, XXIII, ~~XXIV~~, **Section 26.1** and Articles ~~XXVI~~ **XXVII** through XXIX. In lieu of the respective provisions of the Master Agreement, the following shall apply to such persons hired on a daily basis:

[Conform all sections of the Agreement, including all Individual Unit Agreements, Stipulations, and Sideletters.]

ABC, INC.

PROPOSALS

Engineering Agreement

Section A14.3

Amend the provision as follows:

- (b) Section 16.4(a): On “travel-only” days involving travel to or from out of town assignments covered by the Master Agreement, regardless of the travel time, daily hire employees shall be paid a stipend in the amount of ~~Two Hundred Seventy Dollars (\$ 270.00), effective April 15, 2017~~ **Two Hundred Seventy-Five Dollars (\$275.00) the first full payroll period after date of notice of ratification of the successor to the 2017-2021 Master Agreement (increasing to Two Hundred Seventy-Five Dollars (\$275.00) the first full payroll period one year after date of notice of ratification of the successor to the 2017-2021 Master Agreement; increasing to Two Hundred Eighty Dollars (\$280.00) the first full payroll period two years after date of notice of ratification of the successor to the 2017-2021 Master Agreement)**, for any flight, train or bus trip. In addition, the Company shall pay such travel stipend on “travel only” days when the employee requests, and management agrees to permit, the employee to drive to the out-of-town remote site. Such travel stipend shall also be paid when the Company assigns someone to drive to the out-of-town remote site a distance of no more than one-hundred fifty (150) miles each way, by the most direct routes, when (i) no direct flight is available and (ii) the direct flying time would be less than two (2) hours if a direct flight were available. This stipend shall be in lieu of any wages, payment(s) in lieu of benefits, premiums, penalties or other compensation to which the employee may be entitled under the Master Agreement and the time spent in travel and this travel time shall not be counted as time worked for any purpose, nor included within the ‘total number of days worked’ by persons hired on a daily basis as set forth in Section A14.1(a). Notwithstanding anything to the contrary in section (a) and this section (b), such “travel only” days shall be counted solely for purposes of calculating the eligibility thresholds for a daily hire’s entitlement to the payments: (i) in lieu of vacation in Section A14.2(f), (ii) in lieu of pension in Sideletter FB, and (iii) the daily hire life insurance under A14.2(h), as well as for the purpose of the determination regarding an offer of Signature Benefits as provided in Sideletter HF. Daily hire employees engaged for “travel only” days on out of town assignments pursuant to this subsection shall also be entitled to the meal expense and laundry allowances provided in Section 7.7(a).

ABC, INC.
PROPOSALS
Sideletters

NABET-CWA – ABC Sports Event Agreement

Amend Section 2(a) as follows:

ESPN has requested that ABC provide technical services for certain specified events. As a result, ABC agrees to assign “A” Engineering Unit employees to perform live or tape program origination engineering work in the field for such ESPN produced sports events on The ABC Television Network, ESPN+ and ESPN2 (“ESPN Primary”), ESPNU, ESPN3, ESPNNews, ESPN Classic, The Longhorn Network, ~~and ACCN~~ **ACC Network**, SEC-ESPN Network, **ESPN+**, ~~ESPN3~~, **ACC Network Extra**, and **SECN+** (“Additional ESPN Platforms”) (with ESPN Primary and each Additional ESPN Platform when referenced collectively, referred to as “ESPN Platforms”), pursuant to all the terms and conditions of the **successor to the** 2017-2021 ABC-NABET Master Agreement (“Master Agreement”) applicable to the “A” Unit, and any applicable successor agreement thereto, except as modified herein. **[remainder unchanged]**

November 1, 2021
[Modified] November 11, 2021
[Tentative Agreement] November 12, 2021

ABC, INC.
PROPOSALS
Sideletters

NABET-CWA – ABC Sports Event Agreement

Amend Section 2(b) as follows:

The total number of work, work/travel, travel/work, travel only, sandwich days and days off out of town ABC assigns pursuant to this Agreement (“Covered Days”), shall equal or exceed **twenty-seven thousand (27,000)** ~~twenty five thousand (25,000)~~ per calendar year, prorated in accordance with the number of full months after the effective date in the initial calendar year of this Agreement and before the terminal date in any calendar year in which a termination occurs. **In cases of force majeure events such as a pandemic, the parties agree to engage in mid-term negotiations over the number of Covered Days.**

~~{Contingent upon Union’s withdrawal of its Sports Event Agreement proposals regarding Section 2(b) dated September 27, 2021, Section 2(c)(iii) dated January 20, 2022, Section 2(e)(vi) dated March 16, 2022, Section 3(a)(i) dated September 27, 2021, Section 3(b) dated September 27, 2021, and acceptance of Company’s proposal on Section 2(c)(viii) dated March 21, 2022.}~~

March 21, 2022
[Modified] March 25, 2022

ABC, INC.
PROPOSALS
Sideletters

NABET-CWA – ABC Sports Event Agreement

Amend Section 2(c)(iii) as follows:

The parties acknowledge that the client-producer, **ESPN**, already has crewing relationships and efficient methods for producing shows. As a result, the client-producer ESPN may choose, in its discretion, to utilize its own employees, those of subcontractors (e.g., crewing companies (such as Sammons Communications, LDM, Clarion ~~Productions North America Inc.~~)), third party production companies, vendors, universities or colleges) to perform work on any of the foregoing events or wrap programs, including on a “mixed-crew” basis, without any obligation to cover such persons under the Master Agreement, provided that employees of subcontractors or vendors shall not be permitted on covered sports events or wrap programs on the ABC Television Network except as permitted by the Master Agreement (e.g. Side letter EH). **By way of clarification the term “on the ABC Television Network,” in the immediately preceding sentence, shall include events produced for broadcast only on the ABC Television Network, and shall not include events produced by ESPN for ESPN platforms and some part(s) or the entirety of the event is simulcast on the ABC Television Network (e.g., NFL Wildcard). [Make corresponding changes to Section 3(a)(vi)(4)]**

Effective January 1, 2023, to the extent client-producer ESPN may choose to use third party production companies, if the use of such “third party production companies,” pursuant to the preceding paragraph, exceeds nine hundred (900) ~~one thousand (1000) nine hundred and fifty (950)~~ events in any calendar year, engineering crew used to support those third party production companies will be provided pursuant to the provisions of this Agreement (e.g., ABC engaged daily hire, ROE, ESPN Staff), and not engaged by such third party production companies, up to a cap of two hundred (200) ~~one hundred fifty (150)~~ events per year.

The immediately preceding ~~sentenee~~ paragraph shall not apply to third party production companies engaged directly by the sports event rights holder to produce and deliver content for exhibition by ESPN (e.g., UFC MMA). The Company has arranged with ESPN

January 10, 2022
[Modified and Corrected] March 2, 2022
[Modified] March 21 and 23, 2022

to produce, and will produce, upon request of the Union, solely those provisions of the rights agreement(s) that demonstrate that the rights holder has the responsibility to produce the event. Examples of provisions not subject to this commitment include, without limitation, financial terms, trade secrets, the term or duration of the agreement and option provisions. The provisions shall be produced at a location to be mutually agreed upon by the parties and the Union may make notes, but not make or retain any copies. In the case of any such agreement that contains a confidentiality clause enforceable by the rights holder, the Company shall make good faith efforts to obtain the rights holder's permission to divulge the same provisions on the same terms, or find an alternative method to provide the Union such information.

January 10, 2022
[Modified and Corrected] March 2, 2022
[Modified] March 21 and 23, 2022

ABC-NABET Sports Event Agreement

Amend Section 2(f) as follows:

For any event or wrap show to which NABET-represented employees are assigned pursuant to this Agreement, ABC will provide the NABET-CWA in advance with a Crew List with the same information that is currently being provided. Such Crew List shall be provided no later than two (2) days prior to such event. However, the parties acknowledge that crew scheduling often involves assignments and changes close to the time of the event or show and so reports may have inaccuracies or omissions. In the event that there are any changes to the crew subsequent to ABC providing the foregoing information, ABC shall provide NABET-CWA with timely updated information.

In addition, for such ESPN-produced events, commencing on October 1, 2022, the Company will provide the following information for each event. The Company shall provide a full roster of the technical crew including all positions, and indicating the employment status of each position (*i.e.*, daily hires, ROEs, vendor and crewing company employees). For events produced for the ABC Television Network, the Company will provide such information within thirty (30) days after the event. For events produced for ESPN platforms, the Company will provide the foregoing information for such events every six months. There shall be no requirement to provide names or other personally identifiable information for non-unit employees.

The parties discussed that because the Company's client, ESPN, produces over 3000 sports events per year, there exists the logistical and data compilation work involved with, as well as the need to create a new record-keeping system, to provide the above-referenced information on an earlier basis than set forth in the immediately preceding paragraph, particularly since the request involves information concerning non-unit employees. As a result, in addition to the reports that the Company has already committed to providing above, to enable the Union to enforce the contract, and in order to make a good faith-effort to provide such reports on a more frequent basis, the parties agree to meet within two (2) months of ratification of the successor to the 2017-2021 Master Agreement on this subject. ~~If that process does not yield a resolution,~~ †The Union reserves its right to file an information request. Both parties reserve all legal positions.

ABC-NABET Sports Event Agreement

Amend Section 3(a)(vi)(3) as follows:

- (3) ~~Except for ABC Television Network and ESPN Primary assignments, base wages shall be freely negotiable, provided that, except for Utilities and Field Utilities, the minimum base wage shall not be less than the Utility rate set forth in Section A14.5 of the Master Agreement.~~ Employees assigned **pursuant to this Agreement** to ABC Television Network, and/or ~~any~~ **any ESPN Primary Platform or any Additional ESPN Platform** events shall be paid at least the applicable minimum base wage rate set forth in Section A14.5 of the ~~2011-2017~~ **successor to the 2017-2021** Master Agreement or any successor thereto.

ABC, INC.
PROPOSALS
Sideletters

NABET-CWA – ABC Sports Event Agreement

Amend Section 3(d) as follows:

If the Company requires that an employee participate in internet-based training (e.g., new graphics packages, operating systems, safety, **hearing conservation**, timekeeping), **complete periodic audiometric testing** or perform administrative tasks (e.g., complete travel and expense reports), other than at the site of the remote, the Company shall pay employees **Thirty** ~~Twenty-five~~ Dollars (\$~~20 25.00~~ **\$30.00**) per hour for such training, **periodic audiometric testing** or administrative work, but in no event shall an employee be paid less than one (1) hour. No payment in lieu of benefits, payment in lieu of vacation or payment in lieu of pension pursuant to the terms of the Sports Agreement or Master Agreement shall be due for hours spent on such work. In addition, such time shall not count for purposes of the daily hire life insurance threshold set forth in Section A14.2(h).

[Remainder unchanged]

January 13, 2022
[Tentative Agreement] March 21, 2022

ABC-NABET Sports Event Agreement

Amend Section 9 of the Sports Event Agreement as follows:

9. Annual Meetings: Some of the commitments and concepts in this Agreement are new to the parties. As a result, ABC and NABET-CWA will meet annually each year February on a mutually agreed upon date(s) and at a mutually agreed upon place, to be determined by the parties no later than February 1st of each year. The purpose of this meeting will be to discuss any issues that may arise in connection with the administration of this Agreement. The parties will provide each other with an agenda 30 days in advance and the appropriate ABC managers responsible for ABC's relationship with ESPN, as well as a senior member(s) of ABC's Labor Relations Department, shall attend. Such meetings will be conducted in a non-adversarial manner, shall be deemed off-the-record and will not be cited in any subsequent negotiation, and will be kept confidential where appropriate. Nor shall anything stated or provided in such meetings be received in any arbitration or legal proceeding

[Tentative Agreement] September 29, 2021

NABET-CWA Proposal 9/27/2021

ABC-NABET Sports Event Agreement

Amend Section 11(d) of the Sports Event Agreement as follows:

(d) An arbitration covered by this expedited arbitration procedure may be commenced by telephone to the Impartial Umpire and the other party to be followed by written confirmation by ~~facsimile~~ **email** and/or overnight letter, notice to ~~James C. Joyee~~ **NABET-CWA Sector President**, 501 Third Street, NW, 6th Floor, Washington 20001, fax (202) 434-1426, or ~~Mare Sandman~~ **Senior Vice President, Labor Relations**, 2300 West Riverside Drive, Burbank, CA 91506, fax (818) 843-1655.

[Tentative Agreement] January 13, 2022

ABC, INC.

PROPOSALS

Newswriters Agreement – San Francisco

Section F3.8

Amend the section to read as follows:

On all commercial local television news programs of ~~fifteen (15)~~ **five (5)** minutes or longer where pursuant to this Agreement a Newswriter-Producer is required to be assigned or is in fact assigned, the Company shall designate one (1) such employee as the Producer and pay him or her a fee in accordance with the following schedule:

<u>Length of Program</u>	<u>Producer Fee</u>
<u>Five (5) minutes</u>	<u>\$4.50</u>
Fifteen (15) <u>More than five (5)</u> minutes or more but less than thirty (30) minutes	<u>\$15.00</u> \$ 8.50
Thirty (30) minutes or more but less than one (1) hour	<u>\$30.00</u> \$18.00 (effective April 15, 2017)
One (1) hour or longer	<u>\$45.00</u> \$28.00 (effective April 15, 2017)

If a show producer working from their residence is communicating with a Newswriter-Producer who is their onsite liaison in the control room, such Newswriter-Producer shall receive a producer fee of \$12.00.

In the event a produced program ~~piece~~ is cut or preempted from the program schedule, the Station shall nonetheless pay the fee at the rate specified herein.

In no event shall the Company be required to designate more than one (1) employee as the Producer of a program covered under this Paragraph, even though other employees may be performing production duties on such program, and the designation of an employee hereunder as a Producer shall in no event impair the right of the Company to require such employee to

November 1, 2021
[Modified] March 16, 2022
[Modified] March 22, 2022

perform his or her normal duties during any period covered by such designation. Where more than one employee is assigned to a program which is subject to Producer fees hereunder, the Company will in good faith designate as Producer the employee who makes the greater contribution in producing the program. Nothing in this Paragraph shall be construed to affect those provisions of this Agreement dealing with the duties and assignments of Newswriters- Producers.

November 1, 2021
[Modified] March 16, 2022
[Modified] March 22, 2022

ABC, INC.

PROPOSALS

Newswriters Agreement – Chicago

Section K3.11(a)

Amend the section to read as follows:

- (a) If a Newswriter is assigned by the Company to serve as the Producer or Associate Producer of a commercial local television program, he or she shall be paid a Producer fee or an Associate Producer fee in accordance with the following schedule:

<u>Length of Program</u>	<u>Producer Fee</u>
Five (5) minutes	\$4.50
More than five (5) minutes but less than thirty (30) minutes	\$15.00
Thirty (30) minutes or more but less than one (1) hour	\$30.00
One (1) hour or longer	\$45.00
<u>Length of Program</u>	<u>Associate Producer Fee</u>
Thirty (30) minutes or more but less than one (1) hour	\$12.00
One (1) hour or longer	\$20.00

In the event a produced program piece is cut or preempted from the program schedule, the Station shall nonetheless pay the fee at the rate specified herein.

ABC, INC.

PROPOSALS

Newswriters Agreement – Los Angeles

Section O3.11(a)

Amend the section to read as follows:

- (a) If a Newswriter is assigned by the Company to serve as the Producer of a commercial local television program, he or she shall be paid a Producer fee in accordance with the following schedule:

<u>Length of Program</u>	<u>Producer Fee</u>
Five (5) minutes	\$4.50
More than five (5) minutes but less than thirty (30) minutes	\$15.00
Thirty (30) minutes or more but less than one (1) hour	\$30.00
One (1) hour or longer	\$45.00

If a show producer working from their residence is communicating with a Newswriter who is their onsite liaison in the control room, such Newswriter shall receive a producer fee of \$12.00.

In the event a produced program piece is cut or preempted from the program schedule, the Station shall nonetheless pay the fee at the rate specified herein.

November 1, 2021
[Modified] March 16, 2022
[Modified] March 22, 2022

ABC, INC.

PROPOSALS

Publicists Agreement

Section R10.1

Delete the current language and replace with the following:

Beginning calendar year 2023, the Company's vacation policy shall apply to regular employees covered under this Section subject to Sideletter EF.

Sideletter CW
Editorial Standards

Review and revise this Sideletter, and gender neutralize the entire Master Agreement.

Amend the Sideletter as follows:

~~In preparing the text of the 1985-1989 NABET-ABC Master Agreement for printing, it was agreed by t~~The Company and the Union **agree** that an attempt should be made to standardize punctuation, capitalization and spelling throughout the Agreement, as well as to cure obvious grammatical and typographical errors which have found their way into the text during past years and which have been inadvertently preserved each time the Agreement has been reprinted.

The following “conventions,” have been used in standardizing the text of the ~~1985-1989~~ and successor Master Agreements:

No Capitalization:

- “local committee”
- “employee”
- “staff newswriters”

Initial Capitalization:

- “Initiation Fee”
- “Network”
- Holidays specifically named (“Christmas Day”)
- “Owned Station”
- Capitalization required by dictionary
- Money numbers (“One Hundred Dollars”)
- “Unit,” “Unit Seniority” and “Bargaining Unit”
- Specific sections, paragraphs, subparagraphs
- Titles of positions
- “ENG” and other acronyms
- “Local”
- “A.M.” and “P.M.”

[Tentative Agreement] January 13, 2022

Words:

- “videotape” should be “video tape,”
except when used as a verb
- “re-create,” “re-classify,” and “re-record,” should
be “recreate,” “reclassify,” and “rerecord”
- a “News Writer” should be “Newswriter”
- “re-engage” should be “reengage”
- “pay check” should be “paycheck”
- “sub-contract” should be “subcontract”
- “push to talk” should be “push-to-talk”
- “work load,” “work day” and “work week” should
be “workload,” “workday” and “workweek”
- “pick-up” should be “pickup”
- “lay-off” should be “layoff”
- “make-up” should be “makeup”
- **gender neutralize all pronouns**

Other Conventions:

- repeat all numbers (not just dollar amounts), but not “once”
- use semicolons in sentences with (i) and (ii), etc.
- numbers of Stipulations always in parenthesis

In addition, questions of grammar and punctuation were resolved in accordance with the rules set forth in A Dictionary of Modern English Usage (2d. edition) by H. W. Fowler and The Elements of Style by William Strunk, Jr. and E. B. White.

None of the changes made in preparing the text of the Master Agreement for printing is intended to have any substantive effect whatsoever. In the unlikely event a dispute arises because either party believes that any such change has inadvertently altered the substantive meaning of a provision of the 1985-1989 NABET-ABC Master Agreement, it is agreed that in the resolution of such dispute, whether by arbitration or by other means, the grammar and punctuation in the predecessor 1981-1985 Master Agreement shall be deemed controlling.

Sideletter DN
Digital Cameras and Related Equipment

Amend Sideletter DN as follows:

~~During the course of the negotiations leading to the 2011-2017 Master Agreement the parties discussed technological advances relating to ENG and EFP camera equipment.~~ The Company recognizes and values the unique contributions made by its NABET-CWA-represented ENG and EFP crews in the past and is committed to continuing to use them in the future for such work. However, the parties recognize that due to the technological advances relating to ENG and EFP camera equipment, the Company may in certain situations have individuals other than NABET-CWA-represented employees gather material on assignments in the field or within any Company facility, other than a broadcast studio within such facilities, in the following cases.

Therefore, notwithstanding any other provisions of the Master Agreement, arbitration awards, grievance resolutions or practices to the contrary, it is agreed as follows:

Any person(s) described below may operate digital camera equipment (e.g., **Sony: DVX 1000, JVC-200, Alpha7 series, Sony PXW-FS5, and FS7, Sony PXW-100, 200, and 300, X70, Z90, Z150, Z190, and Z280 Sony-BRC-H900;** Panasonic: **AG-CX350, AG-HMC40, AG-HPX170, AG-HPX250, AG-AC30, AG-UX90, AG-UX180, AG-DVX200, AG-CX10, AJ-PX230, Panasonic AG-HPX255, Panasonic AJ-PX270, Panasonic AW-HE130, Panasonic HC-V770, HC-WX970 and HC-VX870;** Canon: **EOS 5D, Canon EOS eC100, EOS C200, EOS eC300, EOS C300 Mark III, XA40; JVC: GY-HM200, GY-HM170U, GY-HM180U, GY-HM250U, GY-HC500/550U, and GY-HM620U;** or other **substantially similar** camera equipment ~~generally marketed as “Consumer” or “Professional Consumer” equipment~~), and including video phones (or similar devices), whether HD or SD, in the following situations: **situations listed below. The parties agree to convene a committee consisting of four (4) Union representatives and three (3) Company representatives to meet at least every six (6) months to discuss any concerns regarding the digital camera equipment used pursuant to this Sideletter.**

1. [No change.]
2. [No change.]
3. [No change.]
4. The parties acknowledge that personal communication devices (e.g., cell phones, I-phones) available to the general public do not constitute technical equipment under the Master Agreement.

~~(See Parties’ Agreements dated November 18, 2016, regarding Bargaining History/Sideletter DN, Paragraph 4, and the February 3, 2017 Supplemental Clarification regarding outside News services using iPhones and iPads.)~~

During the negotiations for the successor to the 2011-2017 Master Agreement, the Company stated that services like Stringr, may gather news or other programming material on iPhones, iPads, Samsung phones, and other personal communication devices. In those instances where such devices are used to gather material, the parties agreed the Company can request specific video to be provided to the Company by outside services like Stringr, and such material may be used on broadcast, without violating any provision of the Master Agreement.

During the negotiations for the successor to the 2017-2021 Master Agreement, the parties again discussed the use of outside services (e.g. Stringr) and agreed that, on a quarterly basis, the Company will shall provide to the Sector a report containing the date and subject matter of material utilized for broadcast from such outside service(s).

5. [No change.]
6. [No change.]
7. [No change.]
8. No ENG or EFP field engineer (i.e., member of one or two person camera crew) on regular staff as of ~~March 31, 2017~~ **date of ratification of the successor to the 2017-2021 Master Agreement** shall be laid off during the term of the **successor to the 2017-2021 Master Agreement** as a direct result of the use of such cameras by other persons in accordance with the terms of this Sideletter.
9. [No change.]
10. The term “broadcast studio” in the first paragraph of this Sideletter includes only those studio floor areas within ABC’s technical facilities from which broadcasts regularly originate (e.g., TSS, **TV-1, TV-2,** TV-3, TV-13, **and TV-14,** ~~TV-23 and TV-24~~ in New York, TV-A and TV-B in Washington and TV-1, TV-2 and TV-3 in Chicago). With respect to newsrooms from which programs or portions of programs originate, nothing herein shall be construed to permit the Company to utilize cameras covered by this Sideletter to substitute for shots that regularly originate from flash-cams or other camera equipment situated in the broadcast part of such newsrooms. In all other respects, the Company may utilize cameras covered by this Sideletter in such newsrooms.

The Company’s right to have persons permitted by Sideletter DN operate digital cameras to gather material “within any Company facility, other than a broadcast studio within such facilities,” shall not be construed to prohibit such persons from gathering material where the subject is an interviewee, guest or talent entering or exiting a broadcast studio in connection with an interview or appearance in such broadcast studio, and the person does not rely upon the studio’s audio or video equipment.

11. [No change.]

12. [No change.]

~~13. On a quarterly basis, each office of the Company shall provide the Sector and the appropriate Local with a report of all material broadcast which is gathered under this Sideletter. Such report shall include the name of the person assigned to gather such material, the date on which the material was gathered, and the type of camera used to gather such material.~~

[Withdrawn provided the parties agree the Union reserves its right to file an information request. Both parties reserve all legal positions.]

[The Company Proposed Agreed Upon Interpretation dated January 13, 2022 and March 4, 2022 is hereby withdrawn provided the Union agrees that the Company's proposal, the parties' discussions, all bargaining history relating to that proposal, and the Company's withdrawal of that proposal shall not be considered a precedent by either party, and shall not be cited by either party or accepted or received in any arbitration, collective bargaining and/or other proceeding.]

Sideletter DV
Implementation of Sideletter DK

Amend this Sideletter as follows:

- 4(e) Program Network studio intercom systems except persons not covered by the Master Agreement may program and operate the intercom station utilizing the keypad. Persons not covered by the Master Agreement may also make alpha changes utilizing the intercom console, provided a NABET-represented audio engineer is assigned. **In addition, persons not covered by the Master Agreement may configure, interrogate and test the intercom console/systems for the sole purpose of software revisions/updates, and/or correcting software security issues, or preventing potential security intrusions (e.g., ransomware attacks, malware).** In any case, such **any material** changes **made** will be timely communicated to the audio operator. Nothing herein shall be construed to amend or limit the Company's rights in Sideletter FX.

[Remainder of Sideletter unchanged.]

ABC, INC.

PROPOSALS

Sideletters

Sideletter EH Vendor Employees

Modify the current provision as follows:

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary:

1. On any remote assignment, not more than a total of four (4) persons (and in the event an aircraft is utilized, up to three (3) additional persons for each such aircraft) employed by a vendor(s) may be assigned by the Company to operate technical and lighting equipment provided to the Company by such vendor. Further on such remote assignment any person employed by a vendor may set up, knock down, maintain or repair technical and lighting equipment leased from a vendor. On news assignments the preceding two sentences shall not be applicable to the operation of electronic cameras being hand-held or on tripods and associated equipment where such cameras are not tied into central electronics.

Major events (including but not limited to the Super Bowl, award shows, political conventions, etc.) are multiple-assignment events which involve multiple remote sites at the event, or events which require multiple mobile facilities which multiple facilities are used for separate feeds, such as international and network feeds, (e.g., World Figure Skating Championships, Little League World Series, **NHL Stanley Cup Playoffs**, etc.). In such instances the Company is limited to no more than the number of such persons employed by a vendor computed in accordance with the first paragraph of this section 1, except that for persons employed by a vendor and assigned by the Company to operate technical equipment there shall be a maximum of sixteen (16) such persons employed by a vendor(s). For example, at the Super Bowl there may be multiple remote sites such as a pre-game show, the game itself, the post-game show, and additional remote location(s) such as an aircraft carrier in the San Diego Harbor, all of which will constitute separate remote sites. In this example, there may be a total of not more than sixteen (16) such persons employed by a vendor(s). The Company shall have the discretion to allocate the persons employed by a vendor to operate equipment leased from a vendor at such major events at its sole discretion, provided that the total number of vendor employees does not exceed sixteen (16) employees.

Such multiple assignment event shall be distinguished by listing each assigned crew on a separate manpower spreadsheet and/or by assigning any such crew to a separate mobile unit where there is more than one (1) mobile unit on site.

September 27, 2021
[Modified] February 8, 2022
[Modified] March 16, 2022
[Tentative Agreement] March 16, 2022

2. On any non-remote assignment, when the Company rents or leases specialized equipment (e.g., virtual studios, cranes, video walls, turntables, **jibs**, etc.) from a vendor, where, as part of the rental or lease, the vendor requires its employees to operate, maintain and/or repair the equipment, or where the vendor's employees possess specialized skill or expertise in the operation, maintenance or repair of such equipment, not more than a total of four (4) persons employed by a vendor(s) may be assigned by the Company to operate, maintain and/or repair such equipment. ~~By way of clarification, jibs and RF microphones shall be considered specialized equipment for the purposes of this paragraph 2.~~

3. **[withdrawn]**

September 27, 2021
[Modified] February 8, 2022
[Modified] March 16, 2022
[Tentative Agreement] March 16, 2022



Sean Quinn
Managing Vice President
Labor Relations

March 16, 2022

Charles Braico
President
NABET-CWA
501 Third Street, N.W., 6th Floor
Washington, DC 20001

Arthur Mazzacca
President
NABET-CWA, Local 16
229 West 28th Street, Suite 402
New York, NY 10001

Re: Sideletter EH

Dear Charlie and Arthur:

This Agreement shall not become part of the published successor to the 2017-2021 Master Agreement, but shall nonetheless constitute a binding agreement between the parties. The parties have agreed:

1. NABET-CWA, Local 16 shall withdraw with prejudice Grievance AN 21-02 dated June 14, 2021, and will not initiate any claim, arbitration, suit, action, charge, grievance or any other proceeding regarding the circumstances described in Grievance AN 21-02, and connecting Company owned equipment, including, for example a camera, to a vendor provided Jib in Time Square Studios, on Military Island and/or in Central Park. **The Union's withdrawal of Grievance AN 21-02 shall not be considered a precedent by either party, and shall not be cited by either party or accepted or received in any arbitration and/or other proceeding, except as necessary to enforce this Agreement.**
2. The Company will withdraw paragraph 3 from its proposal to clarify Sideletter EH, dated February 8, 2022, in the negotiations for a successor to the 2017-2021 Master Agreement. The Company's withdrawal of that proposal shall not be considered a precedent by either party, and shall not be cited by either party or accepted or received in any arbitration and/or other proceeding.

3. Both the Company and the Union will reserve their respective positions with regard to connecting Company owned equipment to vendor equipment in locations other than those cited in paragraph 1 above.

Very truly yours,

Sean T. Quinn

Sean T. Quinn

UNDERSTOOD AND AGREED
On Behalf of NABET-CWA

By: 

Charles Braico

Date: March 17, 2022

UNDERSTOOD AND AGREED
On Behalf of NABET-CWA, Local 16

By: 

Arthur Mazzaeca

Date: 3/17/22

ABC, INC.

PROPOSALS

Sideletters

Sideletter EN - San Francisco Conditions

~~{Delete Paragraph H}~~

In lieu of Section 10.1 of the Master Agreement, the following shall apply:

Section 10.1 An employee who works at any time between the hours of ~~12:00~~
~~Midnight~~ **1:00 A.M.** and ~~6:00~~ **5:00 AM** shall be paid a night shift differential of ten percent (10%) of his or her straight-time rate of pay for each such straight-time hour worked, and a differential of fifteen percent (15%) of his or her straight-time rate of pay for all overtime worked between such hours.

(See Statement of Interpretation and Sideletter GT.)

[remainder unchanged]

NABET-CWA Proposal 9/27/2021

Sideletter EP-2

Studio Rentals/TV-A Washington/Retirement Living Television

Delete this Sideletter from the Master Agreement.

[Tentative Agreement] November 12, 2021

NABET-CWA Proposal 9/27/2021

Sideletter EP-3
News Productions for Fusion Cable Network Joint Venture

Delete this Sideletter from the Master Agreement.

[Tentative Agreement] November 12, 2021

ABC, INC.

PROPOSALS

Sideletters

Sideletter FB Daily Hire Defined Contribution Plan

Modify the current Sideletter as follows:

Effective September 27, 2003, the Company will pay on behalf of each daily hire employee employed under the “A”, “B”, “F”, “K”, “O”, “P”, or “R” Agreements who has worked more than twenty (20) days in a calendar year, four percent (4%) of the employee’s straight time hours worked in that same calendar year, to the Communications Workers of America Savings and Retirement Trust (“SRT”), The Entertainment Industry 401(k) Plan or other qualified plan, pursuant to an individual employee’s one-time election, provided that all the following requirements are met by such plan: (1) Plan is qualified under applicable Internal Revenue Code provisions, (2) Plan complies with all other applicable provisions of law, (3) Plan is self-supporting as to any administrative or other costs, and (4) Plan permits all contributions to be fully tax deductible to the Company. The Union must provide the Company adequate time to reasonably examine an equivalent plan and must be given a minimum of six (6) months to administratively transfer payments to the Plan. The contributions will be payable by separate check to the Plan by February 15 of the next succeeding calendar year provided all of the above conditions are satisfied.

In addition, there shall be a one-time election made by the employee by August 15, 2022, to change their election from the originally elected plan to another plan that meets the qualifications of the immediately preceding paragraph. Such election shall be effective beginning January 1, 2023.

ABC, INC.

PROPOSALS

Payment In Lieu of Benefits

Amend Sideletter FD-1, Articles A14.2 (e), B3.4 (a), F3.11 (a), K3.14 (a), O3.14 (a), and R2.2 (a) follows:

Effective Date	Cash	Flex Medical Plan Contribution	Retirement Contribution (CWA SRT or Entertainment Industry Flex Plan)	Total
Ratification	\$40	\$25	\$15	\$80
Rat + 1 year	\$40	\$25	\$15	\$80
Rat + 2 years	\$35	\$30	\$20	\$85

Amend Sports Event Agreement 3(a)(vi)(2) as follows:

Effective Date	Cash	Flex Medical Plan Contribution	Retirement Contribution (CWA SRT or Entertainment Industry Flex Plan)	Total
Ratification	\$15	\$40	\$10	\$65
Rat + 1 year	\$15	\$40	\$10	\$65
Rat + 2 years	\$10	\$45	\$15	\$70

March 2, 2022

Amend The Washington Studio Show Agreement Dated November 10, 2021 as follows:

Effective Date	Cash	Flex Medical Plan Contribution	Retirement Contribution (CWA SRT or Entertainment Industry Flex Plan)	Total
Ratification	\$30	\$25	\$15	\$70
Rat + 1 year	\$30	\$25	\$15	\$70
Rat + 2 years	\$25	\$30	\$20	\$75

March 2, 2022

ABC, INC.

PROPOSALS

Sideletters

Sideletter GQ –ABC-NABET Retirement Plan

Modify the current Sideletter as follows:

1. **Retain current formula for a Retroactive Increase In Accrual Rate, except as provided in paragraph 2 and 3 of this Summary Proposal.**
2. **Update provisions relating to such Retroactive Increase to cover 2021, 2022, 2023 and 2024.**
3. **The Retroactive Increase formula shall remain the same as provided in paragraphs 5 through 10, 12 and 15 of Sideletter GQ, subject to date changes.**
4. **Update paragraph 4 (Mandatory Annual Freeze Determinations) to reflect January 1 of 2022, 2023, 2024 and 2025.**
5. **Update paragraph 11 (Determination of Mandatory Freeze/Accrual Rate Reduction) to reflect April 1 of the termination year of the successor to the 2017-2021 Master Agreement. The Determination formula and method set forth therein shall remain unchanged.**
6. **Update paragraph 13, relating to the benefit accrual rate for 2025, to reflect “January 1, 2025”.**
7. **The remaining provisions of Sideletter GQ shall remain unchanged, except for date and conforming changes.**

March 22, 2022

Sideletter GR
Committee on 8.6(c), ~~and~~ A8.2(c) **and A8.7**

Amend this Sideletter as follows:

The parties agree to convene a committee consisting of three (3) Union representatives and three (3) Company representatives to meet ~~periodically~~ **every six (6) months** at each office of the Company to discuss the application of the phrase “extended or special news coverage” as provided in Section 8.6(c) and **any issues regarding** the meaning **or application** of “opportunity to eat” and “breaking, extended or special news coverage” under Sections ~~A8.2(c)~~ **and A8.7**. It is the intent of the parties to give reasonable interpretation to these **terms** ~~changes agreed to in the negotiations for the successor to the 1997-2003 Master Agreement~~, which interpretations may vary among the various offices. It is further agreed that reasonableness will depend upon all the facts and circumstances of a given situation and the reasonable business needs of each operation. It is understood that at the Washington News Bureau “breaking, extended or special news coverage” shall not be deemed to include routine stand-by or drills.

Sideletter HB
WLS-TV Vacation Relief/Waivered Temporary Employees

Amend this Sideletter as follows:

The parties have discussed the coverages available to “A” Unit Engineering Vacation Relief and “K” Unit Newswriter/Desk Assistant Waivered Temporary Employees hired pursuant to the letter agreements between NABET-CWA Local 41 and WLS-TV dated December 3, 2004 and March 3, 2005, respectively. These employees, as of December 6, 2007, were as Vacation Relief/Temporary Waivered Employees entitled to receive only the following Signature plans:

- a. Medical
- b. Basic And Supplemental Life Insurance

The Company proposed to make available to the above-referenced WLS-TV employees additional Signature Plan benefits which were not, as of December 6, 2007, available to such employees, in exchange for an agreement to continue the above-referenced letter Agreements unmodified in any respect through March 31, ~~2017~~**2025**.

Accordingly, the parties agree as follows:

1. Additional Signature Benefits Provided

- a. The Company will provide the Vacation Relief/Waivered Temporary Employees covered by this Sideletter the opportunity to enroll in the following additional Signature plan benefits on the same terms and conditions that apply to employees of the Company generally:
 1. Dental
 2. Vision
 3. Dependent Life Insurance
 4. Basic or Supplemental AD&D Insurance
 5. Flexible Spending Accounts (health and dependent care accounts)
 6. **Long Term Disability**

All benefits and programs referenced in this Sideletter and participation therein are subject to Sideletter EF

- b. The Company will offer the opportunity to enroll in the benefits described in 1-(a) available during the regular ~~2013~~ **2022** open enrollment period for participation in ~~2014~~ **2023**, and each year thereafter for the term of the **successor to the 2017 – 2021 Master Agreement subject to Sideletter EF.**

2. Paid Leave of Absence

- a. The Company will provide the Vacation Relief/Waivered Temporary Employees covered by this Sideletter the following paid leaves of absence:**
- 1. Jury Duty as provided in Stipulation 12**
 - 2. Bereavement as provided in Section 13.7**
 - 3. Short Term Illness subject to Sideletter EF**
 - 4. Child Bonding Policy as provided in Sideletter IE**

3. Layoffs

Notwithstanding Sections 11.3 and 11.6, the letter agreements between NABET-CWA Local 41 and WLS-TV dated December 3, 2004 and March 3, 2005, any other agreements, or any arbitration awards, grievance settlements, practices or provisions of the Master Agreement to the contrary, if the Company determines to layoff regular employees in the "A" Engineering Unit in a specific operating area at WLS-TV pursuant to Sideletter HH, the "A" Unit Engineering Vacation Relief employees employed in such operating area shall be laid off prior to the layoff of any regular employees in such specific operating area.

4. Extended Period

Notwithstanding any arbitration awards, grievance settlements, practices or provisions of the Master Agreement to the contrary, the parties agree that the December 3, 2004 and March 3, 2005 letter agreements between WLS-TV and NABET-CWA, Local 41 regarding Vacation Relief Employees in the "A" Engineering and Waivered Temporary Employees in the "K" Newswriter/Desk Assistant Units, respectively, shall be extended and non-cancellable through March 31, ~~2017~~ **2025** including all terms incorporated by reference in such letter agreements.

Sideletter HF
Daily Hire Employee Signature Benefits

Amend this Sideletter as follows:

Statement of Purpose

During the course of negotiations for the **successor to the** 2017-2021 ABC-NABET-CWA Master Agreement the parties discussed continuing to make Signature Plan benefits available to those daily hire employees who may need benefits and whose pattern and frequency of employment is substantially similar to that of regular employees. As a result, the Company and the Union hereby agree to make available on a continued ~~experimental basis and for the term of the 2017-2021 ABC-NABET-CWA Master Agreement~~, Signature Plan benefits to daily hire employees ~~determined by the Company to be eligible~~ **who work one hundred eighty (180) days or more in a year as specified in subsection 2.** Accordingly it is agreed as follows:

1. Benefits

Instead of the flat daily payments in lieu of benefits provided for in the A, B, F, K, O, P and R Agreements, eligible daily hire employees in those units shall be given the opportunity to enroll in the following Signature Plan benefits:

- a. Medical
- b. Basic and Supplemental Life Insurance
- c. Dependent Life Insurance
- d. Dental
- e. Vision
- f. Basic and Supplemental AD&D Insurance
- g. Flexible Spending Accounts (health and dependent care accounts)
- h. Long Term Disability Insurance

All benefit plans and programs and participation therein are subject to Sideletter EF.

2. Eligibility:

- a. Daily hire employees who ~~are determined by the Company to have been engaged or to be engaged to regularly work eight (8) hours per day and regularly work no fewer than four (4) days per week on a recurring basis over an extended period of time such that their employment pattern is substantially similar to that of regular employees~~ **work one hundred eighty (180) days during the period September 1 through August 31** shall be eligible for Signature Plan benefits **in each successive calendar year** as provided in this

Sideletter.

- ~~b. Daily hire employees who may have been determined by the Company eligible for Signature Plan benefits, but who for any reason are determined by the Company to have ceased regularly working eight (8) hours per day or regularly working fewer than four (4) days per week shall lose eligibility to continue participation in the Signature Plan.~~
- ~~c. The Company has the exclusive authority to make all Signature Plan benefits eligibility (and ineligibility) determinations for daily hire employees for all purposes of this Sideletter. The Company's eligibility decisions shall be final and not subject to Article XX.~~

3. Enrollment:

- a. Beginning in 2008 **2022** and annually thereafter during the term of the 2007-2011 ABC NABET CWA Master Agreement, the 2011-2017 Master Agreement, and the **successor to the** 2017-2021 Master Agreement thereto, **eligible** daily hire employees determined by the Company to be eligible shall be offered an opportunity to enroll in the Signature Plan during the regular annual open enrollment period, or on a more frequent basis if the Company at its discretion elects to do so.
- b. ~~A newly engaged daily hire will be offered an opportunity to enroll in Signature Plan benefits, if determined eligible by the Company after ninety (90) days of employment, unless the **The** Company **may** decides at its discretion to permit a newly engaged daily hire to enroll **in Signature Plan benefits** sooner **than the regular enrollment period** because the Company believes that the daily hire employee's anticipated pattern of work will comport with Section 2-a., above.~~

4. Annual Irrevocability of Election:

- a. A daily hire employee notified that he or she is eligible who does not in a timely fashion enroll in the Signature Plan shall be deemed to have rejected Signature Plan benefits. A daily hire employee's election or rejection of Signature Plan benefits is irrevocable until the following regular open enrollment period.
- b. Notwithstanding the above, a daily hire employee ~~deemed~~ eligible by the ~~Company~~ for Signature Plan benefits will be given an opportunity to adjust the conditions of his or her participation, including benefit enrollment, when the daily hire employee has a "change in status" in accordance with the terms of the Signature Plan. The Company will determine whether a "change in status" has occurred and may require proof of such change in status in a manner satisfactory to the Company.

5. Conditions of Participation:

- a. Daily hire employees' participation in the Signature Plan benefits are subject to Sideletter EF.
- b. No daily hire employee participating in Signature Plan benefits shall be entitled to receive a payment in lieu of benefits for any time when Signature Plan benefits are in effect, except as provided in "c" below.
- c. If a daily hire employee ceases working for the Company, or if ~~the Company determines that~~ a daily hire employee is no longer regularly working sufficient days and hours to remain eligible to participate in Signature Plan benefits, the benefit coverage will terminate upon notice to the daily hire employee. A daily hire employee who loses eligibility shall be offered continuation coverage (i.e., COBRA coverage), in those Signature Plan benefits where such coverage is available in accordance with the terms of the Plan and applicable law. A daily hire employee who elects continuation (i.e., COBRA), coverage shall remain entitled to a payment in lieu of benefits if he or she is working as a daily hire under the applicable provisions of the A, B, F, K, O, P or R Agreements requiring such payments.
- d. No daily hire employee participating in the Signature Plan shall remain eligible for the life insurance policy offered to daily hire employees pursuant to Sections A14.2(h), B3.4(a), F3.11, K3.14, O3.14, P3.3(a) or R2.2(a), notwithstanding that the daily hire may have qualified for such life insurance policy based on work performed in the previous calendar year. Such policy shall be cancelled as of the date the daily hire employee becomes covered by the Basic Life Insurance in the Signature Plan, and the daily hire shall be remain ineligible for coverage under such life insurance for any period of time that Basic Life Insurance in the Signature Plan remains in effect for such employee.
- e. A daily hire employee who was participating in the Signature Plan but is determined ineligible to continue to participate in Signature Benefits in any calendar year pursuant to paragraph 5(c) above, will nonetheless receive credit for the number of days worked in such calendar year toward the eligibility for daily hire life insurance available pursuant to Sections A14.2(h), B3.4(a), F3.11, K3.14, O3.14, P3.3(a) or R2.2(a) in the subsequent calendar year.
- f. (i) Because there may be daily hire employees who work on less than a full-time basis yet still be ~~deemed~~ eligible to participate in the Signature Plan, and to facilitate administration of these benefits, the Company and the Union have agreed that a daily hire who participates in the Signature Plan shall have a

Basic Life Insurance and Basic Accidental Death and Dismemberment (life component) coverage limit of \$70,000. This amount shall be considered to be the daily hire employee's base salary for purposes of any election by an eligible daily hire for Supplemental Life Insurance and/or Supplemental Accidental Death and Dismemberment (life component) coverage.

(ii) Because daily hire earnings may fluctuate and some may qualify under this section despite working less than a full year, and to facilitate administration of this benefit, the annual base salary for the purpose of calculating the above-referenced LTD benefit shall be \$75,000 for all job classifications except videotape librarians for whom the annual base pay shall be \$55,000.

- g. A daily hire employee who elects continuation coverage (i.e., COBRA) or who continues to participate in the Signature Plan but who does not work due to approved "absences from work," which the Company determines in its discretion are of insufficient durations to affect eligibility, shall be required to pay all premiums or other payments which are required of regular employees who participate in the Signature Plan in order to maintain coverage. Daily hire employees shall be billed directly for premiums owed during such periods of non-employment unless the Company adopts a different methodology for similarly situated regular employees (e.g., payroll deductions) in which case that system shall automatically apply to daily hire employees described in this section g. Daily hire employees shall be responsible to provide a current mailing address to the Company. Failure by a daily hire employee to remit timely payment shall result in a determination by the Company of ineligibility for Signature Plan benefits and a loss of coverage.
- h. Throughout this Section eligibility for the Signature Plan benefits shall be deemed to mean all regular Signature Plan benefits.
- i. The Company shall have the sole authority to make all eligibility (or ineligibility) determinations for Signature Plan benefits offered in this Sideletter HF, **and such determinations shall be subject to the grievance procedures of Paragraph II of Sideletter EF.** ~~The Company's decisions shall not be subject to Article 20 of the Master Agreement.~~

6. ~~Experimental Agreement~~

~~The parties agree that questions continue to arise in the administration of this Sideletter, and additional questions may arise because the Company has added a new LTD benefit. The parties agree to work in good faith to resolve such issues, and the Company and the Union agree to discuss the application of this experimental Sideletter at any meeting(s) held pursuant to Sideletter DC, but in any event no less than annually. Given the experimental nature of this Sideletter, it will expire automatically on March 31, 2021 unless the parties agree in writing to an extension.~~

ABC, INC.

PROPOSALS

Sideletters

Sideletter HO – Payment In Lieu of Vacation

Amend the current Sideletter as follows:

The daily hire payment in lieu of vacation set forth in Sections A14.2(f), B3.4(a), F3.11(a), K3.14(a), O3.14(a), ~~and~~ P3.3(a), **and R2.2(a)** shall be increased from four percent (4%) to six percent (6%) of the employee's straight-time rate of pay for all straight-time hours worked in a calendar year for any person who works on a daily basis more than **one-hundred eighty (180)** ~~one hundred and eighty five (185)~~ ~~one hundred ninety (190)~~ days in any calendar year. Such increase shall apply beginning calendar year ~~2017~~ **2022**, with the first increase payable by February 15, ~~2018~~ **2023**.

January 12, 2022
[Modified] March 11, 2022
[Modified] March 16, 2022
[Tentative Agreement] March 18, 2022

ABC, INC.

PROPOSALS

Sideletters

Sideletter HR- Daily Hire Continuation Pay for “A” Engineering Unit

Modify the current Sideletter as follows:

Daily Hire Continuation Pay/”A” Engineering Unit Employees

A. Eligibility

A daily hire employee in the “A” Engineering Unit shall be eligible for continuation pay if the daily hire employee:

1. has averaged ~~two hundred (200)~~ **one hundred and ninety-six (196) one hundred and eighty five (185) one hundred eighty (180)** or more days of daily hire employment for the Company over a period of three (3) consecutive calendar years; and
2. did not work less than one-hundred and fifty (150) days in any such three (3) calendar years; and
3. did not work less than ~~two hundred (200)~~ **one hundred and ninety-six (196) one hundred and eighty five (185) one hundred eighty (180)** days in the twelve (12) month period immediately preceding the events requiring the payment of continuation pay as described in this Sideletter;
4. ~~neither “travel only” days, nor work for “Around the Horn” or “Pardon the Interruption” and/or “Highly Questionable”~~ shall **not** count toward eligibility;
5. **Days worked for “Around the Horn”, “Pardon the Interruption”, “Highly Questionable”, “SportsCenter with Scott Van Pelt”, “Greeny”, “Bart & Hahn”, High Noon” and/or “Debatable” will count toward eligibility, but only for those employees employed on or after the date of ratification of the successor to the 2017 – 2021 Master Agreement.**
6. The counting of days of work to satisfy the eligibility requirements set forth in paragraphs 1 through 3 above will commence January 1, 2012.

B. Calculation of Continuation Pay

November 12, 2021
[Modified] March 11, 2022
[Modified] March 16, 2022
[Tentative Agreement] March 18, 2022

1. An eligible daily hire employee shall receive five (5) days of continuation pay for each subsequent consecutive calendar year after satisfying the eligibility thresholds described in Section A. in which he/she worked ~~two hundred (200)~~ ~~one hundred and ninety six (196)~~ ~~one hundred and eighty five (185)~~ one hundred eighty (180) or more days, provided that such calendar year(s) is/are contiguous with the three (3) year eligibility period.
2. Continuation Pay shall be calculated at the affected daily hire's most frequently paid base group rate set forth in Section A14.5, during the twelve (12) consecutive months immediately preceding the event giving rise to the Company's obligation to pay continuation pay to the daily hire.
3. A daily hire shall accrue no more than fifty (50) days of continuation pay.

[Remainder of Sideletter unchanged.]

November 12, 2021
[Modified] March 11, 2022
[Modified] March 16, 2022
[Tentative Agreement] March 18, 2022

NABET-CWA Proposal 9/27/2021, 11/12/2021

Sideletter HS
“B”, “F”, “K”, “O”, and “P” and “R” Units Daily Hire Reports

Amend Sideletter HS as follows:

The Company will provide each Local Union and the Sector, on a monthly basis, with a report containing information regarding persons hired on a daily basis under the “B”, “F”, “K”, “O”, and “P” and “R” Agreements, including each such person’s name, address, telephone number, email address, Social Security number, itemized gross earnings, dates of employment, total number of hours worked per each date of employment, classification and the applicable scheduling office. The Company shall have an appropriate period of time, not to exceed six (6) months (~~e.g., October 14, 2017~~), to effectuate ~~this~~ these changes.

[Tentative Agreement] November 12, 2021

ABC, INC.

PROPOSALS

Sideletters

Sideletter HZ Writing By Persons In Non-Covered Station Operations (F, K, and O Units)

Modify the current Sideletter as follows:

During the course of negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the expertise developed by persons who write or produce for public affairs, documentary and other material that is outside the Union's exclusive assignment jurisdiction. The parties' further discussed how material written or produced by such individuals could enhance the news programs on which employees covered by the F, K and O Agreements work.

To that end, notwithstanding any provision to the contrary in the Master Agreement or any other agreements, grievance settlements, arbitration awards or practices to the contrary, at WLS-TV, KGO-TV and KABC-TV, persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union's exclusive assignment jurisdiction, may also, at the Station's discretion, perform any writing and, at KGO-TV, any producer work in conjunction with any segments, inserts, stories or pieces that appear on Station news programs, provided that (1) no more than four (4) such different segments per week of no longer than four (4) minutes), may appear on news broadcasts; and (2) such material was developed in connection with their non-covered work. With respect to condition number 1, replays including edited versions of material originally broadcast on news programs shall count as one segment. The foregoing includes any material that requires additional writing and, at KGO-TV, additional producing work necessary with its use on a news program.

On a quarterly basis, the Company will provide the Sector and the appropriate Local Union Presidents, a report containing information regarding any writing and, at KGO-TV, any producer work, in conjunction with the above-referenced segments, inserts, stories or pieces that appear on Station news programs, which shall include the date the material first appeared, the length of such material, and the department from which the material originated.

The Company's exercise of this provision is meant to supplement the normal scheduled usage of NABET-CWA represented Newswriters.

In addition to the foregoing rights, nothing herein shall be construed to diminish any existing rights or practices at any particular Station, including long- standing practices at KABC-TV.

November 1, 2021
[Modified] November 11, 2021
[Tentative Agreement] November 12, 2021

No Newswriter on regular staff as of ~~March 31, 2017~~ **[date of ratification to the successor to the 2017-2021 Agreement]** shall be laid off during the term of ~~the~~ **such** successor to the ~~2011-2017~~ Master Agreement as a direct result of the provisions of this Sideletter.

November 1, 2021
[Modified] November 11, 2021
[Tentative Agreement] November 12, 2021

ABC, INC.

PROPOSALS

Sideletters

Sideletter IE – Child Bonding Policy

Modify the current Sideletter as follows:

The Company will permit regular staff employees **and WLS-TV Vacation Relief/Waivered Temporary Employees** to participate in the Company’s Child Bonding Policy, subject to Sideletter EF in all respects.

(See Sideletter HB)

March 16, 2022

ABC, INC.

PROPOSALS

Sideletters

Sideletter [New #1] (Writing Duties Assigned to A Unit)

Add the following new Sideletter:

During the negotiations for a successor to the 2017-20221 new Master Agreement, the parties discussed in detail the Company's plans to consolidate in part job functions through state-of-the art technological advances and more efficient job combination/work flow configurations. The Company recognizes and values the contributions made by its NABET-CWA-represented "A" Unit Engineers, who may be affected by such new combined operations, and is committed to create greater career opportunities for that workforce.

The parties have discussed the ability of an individual to shoot, edit, as well as write the news and, given the availability of technology that enables efficient performance of such functions, the Company is able to expand the duties of A Unit photographers to align with technological advancement.

As a result, in order to create greater career opportunities for ~~our~~ **the** A Unit workforce, the Company may assign A Unit photographers hired on or after the date of ratification of the successor to the 2017 – 2021 Master Agreement to perform ~~all~~ **writing** duties of K and O Unit Newswriters, and F Unit Newswriter-Producers without additional compensation. With regards to those A Unit photographers hired before the date of ratification of the successor to the 2017 – 2021 Master Agreement, such assignments may be made if the employee individually agrees. Writing ~~or, with respect to the F Unit, producing and writing~~ assignments made pursuant to this Sideletter shall be only on stories to which the A Unit photographer is assigned to work as a photographer. **All A Unit provisions shall continue to apply to any photographer given such assignment.**

The Company will provide those A Unit photographers assigned to perform the duties of K and O Newswriters, and F Unit Newswriter-Producers, the necessary training to improve and upgrade their skills to match the new assignment.

No staff A Unit Engineer nor F, K or O Unit regular employee on the payroll as of the date of ratification shall be laid off during the term of the successor 2017-2022 Master Agreement as a direct result of any writing assignment given to A Unit Engineers pursuant to this Sideletter.

September 27, 2021
[Corrected] September 29, 2021
[Modified and Corrected] February 12, 2022
[Modified] March 1, 2022
[Modified] March 22, 2022

SIDELETTERS

Add a new Sideletter as follows:

Sideletter 104 {NEW}
Daily Hire Employees Engaged in Excess of 180 Days

During the course of negotiations for the successor to the 2017-2021 ABC-NABET-CWA Master Agreement, the parties discussed making benefits and certain terms available to those ~~Regular Daily Hire~~ daily hire employees whose pattern and frequency of employment is substantially similar to that of regular employees, ~~specifically daily hire employees who work 196 days or more between a 12 month period from September 1 to August 30 of each successive year (“Regular Daily Hire”)~~. As a result, the Company and the Union hereby agree that any daily hire employee who works one hundred eighty (180) days or more within a twelve (12) month period from September 1 to August 31 shall qualify for the following in the succeeding calendar year:

- (1) Signature Benefits: Such daily hire employee shall be given the opportunity to enroll in Signature Plan Benefits, pursuant to Sideletter HF. An offer of Signature Plan Benefits, pursuant to Sideletter HF.**
- (2) Cancellation of Call: In lieu of the provisions of Sections A14.2(d), B3.4(a), F3.11(a), K3.14(a), O3.14(a), P3.3(a), and R2.2(a), in the event the Company engages a such person on a ~~Regular Daily~~ daily hire basis and thereafter cancels such engagement within 24 hours preceding his or her assignment with thirty-six (36) hours or less notice prior to the start of the scheduled shift, said person shall be paid a sum equal to a four (4), six (6), ~~or eight (8)~~, or ten (10) hour engagement, whichever is applicable. Such daily hire employee shall also receive the appropriate payment in lieu of benefits for the cancelled engagement, and the engagement shall count as a day worked for purposes of calculating all applicable eligibility thresholds.**
- (3) Jury Duty: ~~The Company will pay those Regular Daily Hires, who are required by law to serve as a juror and who present~~ Upon presentation of satisfactory written evidence of a notice for jury duty, ~~up to a maximum of eight (8) hours per day for days~~ such daily hire employee shall be paid a sum equal to an eight (8) hour engagement at their regular rate of pay for each day the employee was scheduled or would otherwise have worked but is unable to work, up to twenty (20) days in a calendar year ~~when serving on a jury, while serving such jury duty.~~ In the event there is a dispute over whether an employee**

would have worked on a day, the work pattern for the previous thirty (30) days shall be instructive. Such daily hire employee shall also receive the appropriate payment in lieu of benefits for the scheduled engagement, and the engagement shall count as a day worked for purposes of calculating all applicable eligibility thresholds. Such employee is expected to report to work on any day ~~his or her~~ their jury duty service is discontinued, or hours reasonably permit, and ~~he or she is~~ they are scheduled to work. ~~Employees granted leave for jury duty shall receive a payment in lieu of benefits pursuant to Sideletter FD-1, or any other applicable provision relating to such payment.~~ Where permitted by law, the Company may request an employee to seek a change in their jury duty dates, where appropriate to meet operational needs. This Sideletter provision shall not apply to those hired under the Sports Event Agreement.

(4) Bereavement: A Regular Daily Hire In the event of a death in the immediate family (parents, parents-in-law, husband, wife, children, same sex domestic partner, brothers, sisters and grandparents), such daily hire employee will shall be granted a leave of absence of up to three (3) days, paid at 8 hours, for days on which they were scheduled to work or would otherwise have worked, in the event of a death in the immediate family (parents, parents-in-law, husband, wife, children, same sex domestic partner, brothers, sisters and grandparents). On each such day, the employee shall be paid a sum equal to an eight (8) hour engagement at their regular rate of pay and shall also receive the appropriate payment in lieu of benefits for the scheduled engagement. The engagement shall count as a day worked for purposes of calculating all applicable eligibility thresholds.

(5) Notice of Discontinuation: Except for employees engaged under the Sports Event Agreement, when the Company does not intend to offer further daily hire employment to a ~~Regular Daily Hire~~ any such daily hire employee for at least a ninety (90) day period, the Company shall ~~provide~~ notify the Union and that ~~Regular Daily Hire~~ daily hire employee no fewer than five (5) days' notice prior to the commencement of such period. No notice is required if the Company ceases to employ a ~~Regular Daily Hire~~ any such daily hire employee due to ~~her/his~~ their misconduct.

The provisions of ~~the~~ this Sideletter shall ~~not~~ no longer apply upon the Company separating or ceasing to engage a ~~Regular Daily Hire~~ any such daily hire employee.

Sideletter [New #6] (Offers of employment for regular staff positions)

Add the following new Sideletter:

During the course of negotiations for the successor to 2017-2021 Master Agreement (“Successor Agreement”), the parties discussed the Company’s utilization of daily hire and WLS-TV Vacation Relief and Waivered Temporary Employees whose pattern and frequency of employment is substantially similar to that of Company regular staff employees. The Union has proposed that the Company shall make good faith offers of full-time staff positions and, as a result, the Company is willing to do so only on the following terms:

Within twenty four (24) months of notice of ratification of the Successor Agreement to the 2017-2021 Master Agreement, the Company will make no fewer than thirty-five (35) offers of employment for regular staff positions covered by the A Engineering, F Newswriter-Producer, K Newswriter, O Newswriter, and/or the R Publicists Units, pursuant to this Sideletter. No fewer than twenty (20) of such offers shall be made within the A Engineering Unit, and all offices of the Company shall be included.

Consistent with the Company’s legal and policy obligations, the Company will post the positions referenced. In selecting qualified candidates for offers for these positions, the Company will place a premium on those candidates who are currently performing the duties of the job satisfactorily.

[If accepted, the Union will withdraw its proposals to add 8.4(b), 8.6(c), and 8.10(a) to A14.3(a) and will accept the Company proposal on Section 11.2 dated 3/1/2022.]

ABC, INC.

PROPOSALS

Sideletters

Sideletter [New #7] –Ratification Incentives

The following special ratification incentives shall apply provided the successor to the 2017-2021 Master Agreement is ratified on or before April 13 ~~21~~, 2022:

A. Sideletter GQ (Pension Plan –Summary Proposal of Key Provisions)

~~Update Sideletter GQ as follows:~~

- ~~1. Retain current formula for a Retroactive Increase In Accrual Rate, except as provided in paragraph 2 and 3 of this Summary Proposal.~~
- ~~2. Update provisions relating to such Retroactive Increase to cover 2021, 2022, 2023 and 2024.~~
- ~~3. The Retroactive Increase formula shall remain the same as provided in paragraphs 5 through 10, 12 and 15 of Sideletter GQ, subject to date changes.~~
- ~~4. Update paragraph 4 (Mandatory Annual Freeze Determinations) to reflect January 1 of 2022, 2023, 2024 and 2025.~~
- ~~5. Update paragraph 11 (Determination of Mandatory Freeze/Accrual Rate Reduction) to reflect April 1 of the termination year of the successor to the 2017-2021 Master Agreement. The Determination formula and method set forth therein shall remain unchanged.~~
- ~~6. Update paragraph 13, relating to the benefit accrual rate for 2025, to reflect “January 1, 2025”.~~
- ~~7. The remaining provisions of Sideletter GQ shall remain unchanged, except for date and conforming changes.~~

January 13, 2022
[Modified] January 21, 2022
[Modified] March 22, 2022

ABC-NABET Retirement Trust Plan/Increase In 2017-2020 Benefit Accrual Rate

Add a new section 23.4 effectuating an amendment to the ABC-NABET Retirement Trust Plan (“Plan”) contingent upon the Union withdrawing its proposal to increase the service cap in Sideletter GQ dated January 18, 2022:

Notwithstanding any provision of Sideletter GQ, or the Plan Actuary’s report pursuant to paragraph 6 thereof dated January 29, 2021, to the contrary, the Plan shall be amended pursuant to Article 23.1(e) to provide for an increase in the benefit accrual rate from 0.65% to 1.30% of final average pay with respect to credited service earned between January 1, 2017 and December 31, 2020 for those who were active participants on or after January 1, 2017~~as of the date of ratification~~. The foregoing shall be contingent upon any determination of the Plan’s Actuary required by law.

January 13, 2022
[Modified] January 21, 2022
[Modified] March 22, 2022