

**NABET-CWA/ABC Master Agreement**  
**2021 Negotiations**



**Package of Primary Union Proposals**  
**(As of March 25, 2022)**

WAGES

Increase all wage scales, at each step of the applicable escalator, in all contracts as follows:

April 1, 2021	<u>3%</u>
{Retroactive wage increase for period of April 1, 2021 – October 8, 2021}	
April 1, 2022	<u>5%</u>
April 1, 2023	<u>5%</u>
April 1, 2024	<u>5%</u>

Unless there is a specific proposal elsewhere in this package to re-classify a job title or increase the wages of a Unit by a rate different from those above, the above percentages apply in general to employees covered under the Master Agreement, including employees covered under the A, B, D, F, K, O, and R Agreements and, where appropriate, specific Stipulations of Agreement and Sideletters, as well as any employees working under the terms of an overscale arrangement or a Personal Services Agreement (PSA).

Wage and Benefits Parity Proposal

Currently members of all three (3) Newswriter Bargaining Units (F, K and O) are subject to a ceiling at the 3–4-year step on the wage scales in those Agreements.

Additionally, “A” Unit engineers employed at KGO are also subject to fixed wage rates that are 12%-14% below engineering rates in Section A3.1 and Section A14.5 of the Master Agreement.

There are many examples of the NABET-CWA-represented workforce in the San Francisco Bay Area working at less than full contract rates and benefits, which have created conditions that should be removed. However, in the interest of reaching a ratifiable agreement, we are willing to resolve those issues with:

**Removal of all four wage caps:**

- **San Francisco “A” Unit Engineers: Sideletter EN – remove and conform Section IV to A3.1 final wages (pgs. 281-285\*)**
- **Northern California “F” Unit Newswriters: F3.1, paragraph 3 (pg. 147\*)**
- **Chicago “K” Unit Newswriters: K3.1, paragraphs 3 & 4 (pgs. 160/161\*)**
- **Los Angeles “O” Unit Newswriters: O3.1, paragraph 3 (pg. 174\*)**

(\*page number references in the 2017-2022 NABET-CWA/ABC Master Agreement)

**[The Union proposal for Sideletter EN (dated September 27, 2021) is withdrawn, conditioned on the acceptance of this Union proposal.]**

ARTICLE XXVI  
SICK LEAVE

Amend the current provision as follows:

Section 26.2

~~Effective April 15, 2017,~~ ~~The~~ The parties agree that the following shall apply to all daily hires and part-time employees :

1. ~~The parties' Effects Agreement dated July 27, 2015 concerning the California Sick Leave Law shall remain in effect (see Section 26.3). Employees covered under the aforementioned Effects Agreement shall not be covered by this sub-section. This sub-section shall supersede the parties' Effects Agreement dated March 12, 2015 concerning the District of Columbia Sick Leave Law, as well as the Effects Agreement concerning the California Healthy Workplaces, Healthy Family Act dated July 27, 2015, and this sub-section shall apply in lieu thereof.~~
2. Employees covered by this Section 26.2 shall accrue no less than one (1) ~~day~~ hour of paid sick leave for every ~~three hundred sixty (360)~~ thirty (30) hours worked, up to a maximum of ~~four (4)~~ seven (7) days in a calendar year. A travel only day shall count as eight (8) hours for purposes of this sub-section only.
3. This sub-section shall ~~not~~ apply to any days covered by the NABET-CWA – ABC Sports Event Agreement, ~~and the provisions of Sideletter FO shall apply to such days.~~
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) days of~~ all unused sick leave accrued in one calendar year into the following calendar year, but are not permitted to use more than ~~four (4)~~ seven (7) days in any calendar year.
6. For employees covered by this sub-section, sick leave shall be paid at the regular rate of pay for the day that the employee would have worked as originally scheduled. Persons hired on a daily basis shall receive the appropriate payment in lieu of benefits for each paid sick day used pursuant to this Section 26.2.
7. Sick leave may be used in minimum increments of two (2) hours upon oral or written request.
8. In no case shall an employee be paid for more than an eight (8) hour call on a sick day.

9. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise notification is required as soon as practicable.
10. Sick leave may be taken for the diagnosis, care or treatment of a physical or mental illness, injury, health condition, or preventative care for the employee or the employee's "family member". "Family member" means any of the following:
  - a. Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in *loco parentis*;
  - b. Biological, adoptive or foster parent, step-parent, or legal guardian of the employee, the employee's spouse or registered domestic partner, or a person who stood in *loco parentis* when the employee was a minor child;
  - c. A spouse or registered domestic partner;
  - d. Grandparent;
  - e. Grandchild;
  - f. Sibling;
  - g. Any other family member as required by local or state law.
11. Employees are entitled to use sick leave for the purpose of seeking or obtaining medical, social, or legal services pertaining to the domestic violence, sexual abuse, or stalking of the employee or the employee's "family member".
12. Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Company within one (1) year of the employee's separation from employment, the employee's accrued and unused sick leave shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave.
13. The Company shall include in the employee's hiring paperwork the contact information for the designated Company representative to confirm eligibility and the amount of accrued sick leave available.
14. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.
15. The Company may require an employee to provide reasonable documentation from their health care provider confirming that they are unable to work for medical reasons and the expected duration of their illness and/or injury.

(See ~~Section 26.3~~ and Sideletter FV)

16. The Company hereby waives its rights, if any, under Sideletter DT of the Master Agreement with respect to any sick days accrued pursuant to this Sideletter. Accordingly, the Company agrees not to pay a reduced daily hire payment in lieu of benefits pursuant to Sideletter DT as a result of any sick days provided pursuant to this sub-section.
17. In light of the foregoing agreement and waiver, the parties expressly waive and/or exclude the paid leave requirements of any applicable Federal, State or local paid sick leave law to the extent permitted by any such applicable laws for all employees covered by this sub-section.

To the extent a waiver or exclusion is not permitted pursuant to paragraph 17, the employee shall receive the greater of sick leave required by law or the sick leave provided by this Sideletter, but not both. Any sick days required by law shall be credited against any days due under this sub-section.

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

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.]**



## **ABC Master Agreement Negotiations** **March 2, 2022**

### **Daily Hire “Travel-Only” Provision:**

- Travel days shall be counted as time worked for all purposes
- **Union withdraws proposal for Section 16.4 (Travel Time), dated 9/27/2021.** Travel time shall begin at the scheduled departure time of the common carrier, and shall end when the carrier arrives at the gate, with a minimum of eight (8) hours of pay, at the rates specified below
- “Travel-only” time is compensated at Thirty Seven Dollars (\$37.00) per hour, for all straight-time hours
- “Travel-only” overtime rate is compensated at Fifty-Five Dollars and fifty cents (\$55.50) per hour, and applies after eight (8) hours in a day, forty (40) hours in a week, or on any Holiday [all pursuant to A14.2(b)]
- “Travel-Only” rates will increase annually, in conjunction with general wage increases

NABET-CWA Proposal 9/27/2021, 3/22/2022

ABC-NABET 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-five thousand (25,000)~~ **fifty thousand (50,000)** 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.**

F. NEWSWRITERS-PRODUCERS AGREEMENT  
SAN FRANCISCO

Modify Section F3.8 as follows:

On all commercial local television news programs, ~~of fifteen (15) minutes or longer~~ **segments, newsbriefs, cut-ins, or special reports scheduled to be broadcast over-the-air or on any digital platform,** 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>	
<b><u>Up to five (5) minutes</u></b>		<b><u>\$4.50</u></b>
<del>Fifteen (15) minutes or more</del> <b><u>More than five (5) minutes</u></b> but less than thirty (30) minutes	<del>\$8.50</del>	<b><u>\$15.00</u></b>
Thirty (30) minutes or more but less than one (1) hour	<del>\$18.00</del>	<b><u>\$30.00</u></b>
One (1) hour or longer	<del>\$28.00</del>	<b><u>\$45.00</u></b>

**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 Twelve Dollars (\$12.00).**

**In the event a produced news or sports segment or newscast 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 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.

K. NEWSWRITERS AGREEMENT  
CHICAGO

Modify Section K3.11 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, **segment, newsbrief, cut-in or special report scheduled to be broadcast over-the-air or on any digital platform**, he or she shall be paid a Producer fee or an Associate Producer fee in accordance with the following schedules:

<u>Length of Program</u>	<u>Producer Fee</u>
<b><u>Up to Five (5) minutes</u></b>	\$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

- (b) [No change.]
- (c) In no event will a Producer or Associate Producer fee be required for producing elements, portions, ~~segments~~, inserts, stories or pieces for programs.

**(d) In the event a produced news or sports segment or newscast is cut or preempted from the program schedule, the Station shall nonetheless pay the fee at the rate specified herein.**

O. NEWSWRITERS AGREEMENT  
LOS ANGELES

Modify Section O3.11 as follows:

- (a) If a Newswriter is assigned by the Company to serve as the Producer of a commercial local television program, **segment, newsbrief, cut-in, or special report scheduled to be broadcast over-the-air or on any digital platform**, he or she shall be paid a Producer fee in accordance with the following schedules:

<u>Length of Program</u>	<u>Producer Fee</u>
<b><u>Up to Five (5) minutes</u></b>	\$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

- (b) [No change.]
- (c) In no event will a Producer fee be required for producing elements, portions, ~~segments~~, inserts, stories or pieces for programs.
- (d) **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 Twelve Dollars (\$12.00).**
- (e) **In the event a produced news or sports segment or newscast is cut or preempted from the program schedule, the Station shall nonetheless pay the fee at the rate specified herein.**

**Payment in Lieu of Benefits**

**If the Company accepts the Union's proposal on Sideletter FB (raising 401(k) contribution to 5%):**

Master Agreement:

Effective Date	Cash in check	Flex Plan	401(k)	Total
Current (3/23/2022)	\$45	\$20	\$10	\$75
Ratification	\$40	\$25	\$10	\$75
Rat + 1 year	\$40	\$25	\$15	\$80
Rat + 2 years	\$35	\$30	\$15	\$80

DC studio shows:

Effective Date	Cash in check	Flex Plan	401(k)	Total
Current (3/23/2022)	\$35	\$20	\$10	\$65
Ratification	\$35	\$25	\$10	\$70
Rat + 1 year	\$35	\$25	\$15	\$75
Rat + 2 years	\$35	\$30	\$15	\$80

Sports Event Agreement:

Effective Date	Cash in check	Flex Plan	401(k)	Total
Current (3/23/2022)	\$20	\$35	\$5	\$60
Ratification	\$20	\$35	\$10	\$65
Rat + 1 year	\$25	\$35	\$10	\$70
Rat + 2 years	\$25	\$35	\$15	\$75



Sideletter FB

Daily Hire Defined Contribution Plan

Amend this Sideletter as follows:

Effective September 27, 2003, **the first full payroll period after notice of ratification of the successor to the 2017-2021 Master Agreement**, 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%)~~ **five percent (5%)** 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 401K 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 maximum 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 to change their election, on a date mutually agreed upon by the parties, from the originally selected plan to another plan that meets the qualifications of the immediately preceding paragraph. Such election shall be effective beginning January 1, 2023.**