

**Summary of NABET-CWA/ABC, Inc.
Tentative Agreement
Dated May 14, 2022**

This document is a non-technical summary of proposed changes to the NABET-CWA/ABC Inc. Master Agreement as expressed in the May 14, 2022, tentative agreement between the Union and the Company. It is prepared for informational purposes and for reference use only by members of NABET-CWA.

Please note, there are a number of places in the Tentative Agreement where you will see the phrase "*effective the first full payroll period following the date of notice of ratification*". In most of those instances, the effective date of those changes will be moved retroactively to April 1, 2022, due to the parties' extension agreement. As such, those effective dates have been noted as April 1, 2022, in this summary document.

This summary is not intended to be an all-inclusive description of the effects of the proposals discussed herein. **The interpretation and effect of any proposal discussed herein is controlled by the actual proposal language and the bargaining history.**

Copies of the Tentative Agreement with actual contract language and changes to the contractual provisions are available on union websites, or by request from your Local union office:

NABET-CWA website - www.nabetcwa.org
NABET-CWA Sports website - <https://www.nabetcwasports.org/>
Local 16 website - <https://www.nabetcwa.org/nabet-cwa-local-16>
Local 31 website - <http://nabet31.org/>
Local 41 website - <http://www.nabet41.org/>

The members of your bargaining committee are unanimously recommending that you vote to ratify the new agreement.

In Solidarity,
NABET-CWA Network Negotiating Committee

- Local 16: President Arthur Mazzacca, Bill Bores (Vice President), Jim Nolan (Assistant to the President), and Jim Joyce (Executive Board Representative and Grievance Committee Chairperson)
- Local 31: Alex Staherski (Lead Negotiator/Executive Board Member), Local 31 President Bob Williams, Carl Mayers (Treasurer), and Derek Armstrong (Daily Hire - Sports)
- Local 41: Chris Willadsen (Lead Negotiator), Patrick Keating (First Alternate Negotiator/"A" Unit ENG Photojournalist), Mike Johnson ("K" Unit Sports Producer/Executive Board Member), and Steve Griswold (Daily Hire - Sports)
- Local 51: President Carrie Biggs-Adams, Brad Belstock (Vice President), and Mike Denton (Daily Hire - Sports)
- NABET-CWA Sector: President Charlie Braico, General Counsel Judiann Chartier, Esq., Steve Rubbinaccio (Remote Services Coordinator), and Assistant to the Sector President Jodi Fabrizio-Clontz

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Wages

The parties negotiated a base wage increase of 3.25% for each of the three years of the Agreement following ratification. The successor Master Agreement will expire on March 31, 2025. Contingent on ratification by July 31, 2022, all wage and other economic increases will be retroactive to April 1, 2022.

{Important Note: ABC management has stated that employees who are covered by overscale arrangements or personal services agreements are not necessarily, or automatically, eligible for the annual wage increases listed above. If you have negotiated an overscale arrangement or a personal services agreement, be aware of this company philosophy and speak to your manager about receiving an annual wage increase.}

GENERAL ARTICLES

Section 7.7(a) - Per Diem Allowance

Increases the current \$57 per diem to \$60 per day, effective April 1, 2022.

Section 7.7(d) - Meal Expense Allowance

When an employee is given a hotel room while on an in-town assignment, such as for cases of inclement weather or extended news coverage, in addition to the per diem that employee receives, they will also receive reimbursement for any additional parking expenses incurred for such an overnight stay.

Section 8.2 – Weekly Schedule Posting

Changes the posting day of the weekly schedule from Tuesday at 7pm to Wednesday at 7pm for staff employees and eliminates the later posting rules in holiday weeks.

Section 8.3 – Turnaround

Increases the payment from \$7.50 to \$9.00 per hour for each hour of incursion on any turnaround period. These turnaround periods for staff consist of 36 hours for a day off and 60 hours for two days off, and for all staff and daily hire employees, including those working under the Sports Event Agreement, 10 hours off between the end of one shift and the start of another.

Section 8.5(e) – Overtime (new provision)

For studio assignments, the Company will give courtesy notice at least 30 minutes in advance of the end of an employee's scheduled shift if that shift will be extended. Applies to staff and daily hires.

Section 8.6(b) - Changes in Work Schedule

Moves the deadline for notification to staff who are required to work on a scheduled day off from 72 hours prior to the day off to 48 hours prior.

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Section 10.1 – Night Shift Differential

Changes the current Midnight to 6:00 AM window for receiving night shift differential to Midnight to 5:00 AM.

Section 11.2(b) - Seniority, Layoffs and Rehires (new provision)

A daily hire converted to staff will be given 50% credit for Total Company Seniority for each year in which they worked at least 1,000 hours for the Company contiguous to the year of hiring. The seniority credit will apply for severance pay, vacation and service awards.

Section 13.3 - Leave of Absence

Adds daily hires to Union Leave of Absence language. A daily hire granted such leave will receive their regular rate and payment in lieu of benefits for any workdays missed, and the day will count as a day worked toward the calculation of all other benefits and thresholds.

Section 17.1 - Use of Employee's Car

- (a) When driving own vehicle, mileage reimbursement will be paid between remote site and hotel. Does not apply if a rental car is provided by the Company.
- (b) [No change]
- (c) When using a personal car, if the driving distance is 65 miles or more, the remote will be treated as an out-of-town assignment for all purposes.
- (d) Where driving time is expected to be more than 6 hours, the Company shall provide common carrier travel, unless for safety reasons driving is determined to be most appropriate. If an employee voluntarily requests to drive, reimbursement for mileage shall be limited to the price of the common carrier ticket.

Section 18.1 – Holidays

Adds Martin Luther King Jr. Day as a holiday for staff employees.

Section 20.6 – Grievances and Arbitration

Changes one arbitrator for the New York office from Carol Wittenberg to Margaret Brogan and the arbitrator for the Washington office from Joan Parker to Margaret Brogan. Changes the arbitrator for multiple office grievances and for expedited arbitrations from Carol Wittenberg to Bonnie Siber Weinstock.

Section 20.10 – Grievances and Arbitration

Changes the arbitrator for expedited arbitrations to Bonnie Siber Weinstock to conform with the change in Section 20.6.

Article 23 - Retirement Plan

Effective April 1, 2022, the employer contribution to the CWA Savings and Retirement Trust for staff hired after December 31, 2012, increases from 4% to 5%.

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Section 23.2 - Retirement Plan

Within 3 months of ratification the Company will set up a portal for access to plan descriptions for all retirement plans, insurance, and short-term illness plans/programs. This portal will be accessible to all NABET-CWA represented employees and will be updated whenever changes are made.

Section 23.3 – Retirement Plan

The Company agrees not to propose to terminate, or to effectuate a freeze of, the ABC-NABET Retirement Plan prior to April 1, 2027.

Section 24.1 - On-Camera Appearances

Increases the rates for on-camera appearances to the current rates in the SAG-AFTRA agreement and includes daily hires.

Article 26 – Daily Hire Sick Leave

Increases the maximum number of paid sick days per year to 7 for daily hires in all offices of the Company. Increases the accrual rate to one day for every 240 hours worked. The calculation will begin with calendar year 2022 for use in 2022 and will allow carry-over of up to 7 unused sick days from any year into the following calendar year. When a daily hire uses a paid sick leave day, they will also receive a payment in lieu of benefits (PILOB) for that day. Deletes the separate sick leave agreement for California in Section 26.3. This contract provision does not apply to days worked under the Sports Event Agreement.

Section 30.1 – Term of Agreement

Wages and other economic improvements will be retroactive to April 1, 2022, so long as the contract is ratified by July 31, 2022.

Section 30.2 – Term of Agreement

Statements of Earnings (SOEs), the itemized record of payments and deductions due with each payroll, will be posted electronically unless an employee has opted-in to continue paper receipt. All employees will be given a one-time opportunity to elect such paper SOEs.

Section 30.3 – Term of Agreement

The successor Master Agreement will expire on March 31, 2025, and bargaining will begin for the successor to the Master Agreement by October 1, 2024.

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ENGINEERING AGREEMENT “A”

Section A3.1 – Classifications and Wage Scales

Deletes all existing “in-hire” rates.

Group 2 - Radio and Television

Adds **Radio Edit (2)**

Adds clarification to Audio Assist Engineer (A-2)

Adds **Studio Utility**

Group 5 – Radio and Television

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

Adds clarification to Video Operator (**V-1, V-2, Video**)

Adds **Video Record / Playback / Quick-Turnaround-Replay**

Removes **VTR Operator**

Adds **Radio Mixer**

Adds **Video Sub-Cut (V-3 Sub-Cut)**

Group 9

Changes **manned** camera(s) to **staffed** camera(s)

Conforms Sections A14.5, Sideletter GK Paragraph 10, and Stipulations and Sideletters.

Adds “**V-3**” to Utility rates and **Lead Video Record/Playback/Quick Turnaround-Replay under the Sports Event Agreement** to the Group 7 rates in Section A14.5 for daily hires.

Section A8.2 – Meal Periods

Defines the “opportunity to eat” (OTE) as “an amount of time sufficient for an employee to break from their work assignment and eat a meal” and extends its application to engineers in all operations other than Central Switching Centers, Network Technical Maintenance and Systems Maintenance and Assembly Group. Maintains the current payment of \$44 per day.

Section A8.5 – Second and Subsequent Meals

Increases the penalty for missed second and subsequent meals to \$8 (from \$7 currently) beginning April 1, 2022, and to \$9 two years later.

Section A8.7 – Meal Periods

Opportunity to eat (OTE) for ENG crews – adds the definition: “an amount of time sufficient for an employee to break from their work assignment and eat a meal” to Sections A8.7(a)(ii), and A8.7(b)(i). Maintains the current payment of \$44 per day (\$220 per week).

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Section A14.2 – Daily Employment

Daily hire holidays – replaces President’s Day with Juneteenth (June 19th).

Section A14.2(d) – Cancelled Engagement

For any engagement cancelled after 1:00 PM of the day prior, a daily hire will receive their regular rate and a payment in lieu of benefits for the cancelled day. This replaces the existing 11:00 AM half-pay and 4:00 PM full-pay benchmarks. The cancelled day will also count towards all eligibility thresholds.

Section A14.3(a) - Exclusions for Daily Hires

Updates the list of Master Agreement provisions that do not apply to daily hires. Daily hires will now be included in the rules for temporary upgrading, union leaves of absence, and on-camera appearance rates. All other Unit Agreements will be amended with these changes.

Section A14.3(b and c) - Travel-Only Days

Beginning April 1, 2022, on travel-only days to an out-of-town destination, daily hires will be paid an hourly rate of \$35.25 per hour (with a minimum of eight (8) hours), with travel time beginning at the scheduled departure time of the common carrier and ending 30 minutes after arrival at the gate. On a return travel-only day, travel time will begin at the scheduled departure of the common carrier and end upon arrival at the gate, with a minimum of eight hours paid at \$35.25 per hour. If driving, travel time begins upon commencement of the drive and ends upon arrival at the destination, with a minimum of eight hours paid at \$35.25 per hour. Any hours of travel in excess of eight will be paid at 1.5 times that \$35.25 hourly rate. Travel-only days will not count toward weekly overtime. In addition, daily hires will receive payments in lieu of benefits in the amount of \$15 to the Entertainment Industry Flex Plan and \$5 to their selected 401(k) plan on each travel-only day. The hourly rate will increase to \$35.75 on April 6, 2024. The hourly rate and contributions are in lieu of any other payments, and no meal period needs to be scheduled on travel-only days. Compensation for sandwich travel-only days remains eight hours at the regular rate of pay.

A15

Puts three existing agreements (Sports Event Agreement, Scott Van Pelt agreement, and Washington DC Studio Shows Agreement) into the Master Agreement.

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SPORTS EVENT AGREEMENT

The ABC-NABET Sports Event Agreement will appear within the body of the Master Agreement.

Section 2(a)

Adds the ACC Network, ESPN+, ACC Network Extra, and SECN+ to the Additional ESPN Platforms covered under the Agreement.

Section 2(b)

Increases the current 25,000 Covered Days of work per year, which is a minimum guarantee of work for our members working under the Sports Event Agreement, to 35,000 days per year. Adds a provision to renegotiate the Covered Days number in the case of a force majeure event or loss of a major rights deal.

Section 2(c)(iii)

Effective January 1, 2023, if ESPN uses third party production companies for more than 850 events in any calendar year, then up to another 200 third party events in that year must be crewed under the terms of the Sports Event Agreement. ABC will provide the Union with information on the number of these third party productions. This provision would not apply if the sports event rights holder engaged a third-party production company directly to do the production. ABC will provide details to the Union on any such outside productions.

Section 2(f)

New provisions for providing additional crew information to NABET-CWA. Specific details on how to provide the information in a way that the Union can ascertain that we are getting a fair share of the work will be resolved in joint meetings, following ratification.

Section 3(a)(i)

ABC loses the ability to hire someone at the lower field utility rate once that person has worked at a higher rate. If someone works more than 20 days in any 12-month period, that person can no longer be hired at the field utility rate going forward.

Section 3(a)(vi)(3)

Eliminates the lower pay rates for non-primary platforms. All daily hire engineers will be paid at least the rates set forth in Section A14.5 of the Master Agreement, regardless of the platform on which an event airs. Individuals still maintain the right to negotiate a rate higher than the Master Agreement minimums, but in no case can any rate be lower than those in Article A14.

Section 3(d)

Increases the rate to \$30 per hour for internet-based training or administrative tasks and adds audiometric testing and internet-based hearing conservation training to the list.

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Section 7

Updates the termination date of the agreement to December 31, 2034. Updates contact information between the parties.

Section 9

The date for the annual meeting between the parties to discuss the Sports Event Agreement will be set by February 1st of each year.

Section 11(d)

Updates the contact information for notices between the parties.

Per Diem Allowance

Increases the current \$57 per diem to \$60 per day, effective April 1, 2022.

Travel-Only Days

Beginning April 1, 2022, on travel-only days to an out-of-town destination, daily hires will be paid an hourly rate of \$35.25 per hour (with a minimum of eight (8) hours), with travel time beginning at the scheduled departure time of the common carrier and ending 30 minutes after arrival at the gate. On a return travel-only day, travel time will begin at the scheduled departure of the common carrier and end upon arrival at the gate, with a minimum of eight hours paid at \$35.25 per hour. If driving, travel time begins upon commencement of the drive and ends upon arrival at the destination, with a minimum of eight hours paid at \$35.25 per hour. Any hours of travel in excess of eight will be paid at 1.5 times that \$35.25 hourly rate. Travel-only days will not count toward weekly overtime. In addition, daily hires will receive payments in lieu of benefits in the amount of \$15 to the Entertainment Industry Flex Plan and \$5 to their selected 401(k) plan on each travel-only day. The hourly rate will increase to \$35.75 on April 6, 2024. The hourly rate and contributions are in lieu of any other payments, and no meal period needs to be scheduled on travel-only days. Compensation for sandwich travel-only days remains eight hours at the regular rate of pay.

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SAN FRANCISCO NEWSWRITERS & PRODUCERS AGREEMENT “F”

Section F3.8 Producer Fees

Adds a 5-minute fee and increases the existing fees for longer programs to match those in Chicago and Los Angeles. Producer fees will be paid even if a program is cut or preempted. Adds a booth liaison fee of \$12.

CHICAGO NEWSWRITERS AGREEMENT “K”

Section K3.11(a)

Producer fees will be paid even if a program is cut or preempted.

LOS ANGELES NEWSWRITERS AGREEMENT “O”

Section O3.11(a)

Producer fees will be paid even if a program is cut or preempted. Adds a booth liaison fee of \$12.

NEW YORK PUBLICISTS AGREEMENT “R”

Section R10.1

Effective beginning in calendar year 2023, the Company vacation policy will apply to R Unit Publicists in New York.

SIDELETTERS

Sideletter AJ – Special Severance Allowance

Adds reference to Sideletter HH. Any special severance allowance received pursuant to Sideletter AJ will be in addition to severance received under Sideletter HH.

Sideletter CW – Editorial Standards

Agrees to gender neutralize all pronouns throughout the Master Agreement.

Sideletter DN – Digital Cameras and Related Equipment

Updates the list of camera equipment that may be operated by non-engineering personnel under this Sideletter and establishes a committee to periodically discuss the camera list. Incorporates bargaining history regarding Company usage of outside news services such as Stringr and adds a quarterly reporting requirement on that usage.

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Sideletter DV – Implementation of Sideletter DK

Persons not covered by the Master Agreement may configure, interrogate, and test studio intercom systems for software updates or security issues only.

Sideletter EH – Vendor Employees

Adds NHL Stanley Cup Playoffs to the list of major events. Adds jibs to the list of specialized equipment used by vendors in studios.

Sideletter EN - San Francisco Conditions

Changes the Night Shift Differential period from Midnight to 6:00 AM to Midnight to 5:00 AM (the same change as in Section 10.1 of the Master Agreement).

Sideletter EP-2 - Retirement Living Television

Deletes the Sideletter for this project which is no longer in production.

Sideletter EP-3 - Fusion Television Joint Venture

Deletes the Sideletter for this partnership which no longer exists.

Sideletter FB - Daily Hire Defined Contribution Plan

Beginning January 1, 2024, the annual contribution to a daily hire's selected 401(k) plan will be increased from 4% to 5%, to be paid by February 15, 2025. The Company will allow a one-time only election by August 15, 2022, for daily hire employees to change their selected retirement plan between the CWA-SRT and the Entertainment Industry 401(k) Plan. This change will be effective beginning January 1, 2023.

Payment in Lieu of Benefits (PILOB)

One overall \$5 increase beginning April 1, 2022. Contains two reallocations from cash to direct benefit payments, once beginning April 1, 2022, and once two years later. Second \$5 overall increase to DC ESPN daytime studio shows two years after ratification.

Sideletter GK – Effect of “A” Unit Rate Compression

Deletes “Engineers Under Two Years Experience” rate in San Francisco.

Sideletter GM – Transmitter Engineer Supervisor

Increases the additional fee for Group 7 supervisors and transmitter engineers from \$60 per week to \$70 per week.

Sideletter GO – ABC-NABET Retirement Trust

Continues the Retroactive Increase in Accrual Rate formula through 2024. Updates the Mandatory Annual Freeze Determination dates through 2025. Conforms other date changes.

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

Meetings to be held every six months to discuss issues relating to “opportunities to eat”.

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Sideletter HB – WLS-TV Vacation Relief/Waivered Temporary Employees

Adds Long Term Disability to the list of available Signature Benefits. Adds paid leaves of absence for Jury Duty, Bereavement, Short Term Illness, and Child Bonding under the same terms as regular staff employees.

Sideletter HF – Daily Hire Employee Signature Benefits

Defines the standard for a daily hire to qualify for Signature Benefits in a calendar year as having worked 180 days or more during the period from September 1 to August 31 of the previous year.

Sideletter HH – Alternative Layoff Procedure

Sideletter AJ special severance allowance payments will no longer count against the 104-week cap on severance under this Sideletter.

Sideletter HO – Payment in Lieu of Vacation

Lowers the threshold for a daily hire to qualify for the increase from 4% to 6% in the payment in lieu of vacation from 190 days to 180 days.

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

Lowers the thresholds for calculation of daily hire continuation pay from 200 days to 180 days. Additionally, this provision would apply to days worked for the DC Studio Shows.

Sideletter HS – Daily Hire Reports

Adds email addresses to the monthly daily hire reports which the Company sends to the Union. Includes B and R Units in the reporting requirements.

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

Reporting to the Union on a quarterly basis of the work performed by non-bargaining unit members on segments, inserts, stories, or pieces that air on Station news programs at WLS-TV, KGO-TV, and KABC-TV.

Sideletter IE – Child Bonding Policy

Extends the Company Child Bonding Policy applicable to regular staff employees to WLS-TV Vacation Relief and Waivered Temporary Employees. (Linked to Sideletter HB)

Sideletter New #104 – Daily Hires Engaged in Excess of 180 Days

Daily hires who work 180 days or more during the period from September 1 to August 31 of any year, shall in the following calendar year receive the following: They will be offered Signature Benefits for the year. They will have any calls cancelled within 36 hours of the start of the shift paid at full straight time and credited toward all eligibility thresholds. They will receive up to 20 days of paid leave in the year when serving jury duty (unless working on an assignment under the Sports Event Agreement) and will receive up to 3 days of paid bereavement leave during the year. In all of these cases, they will also receive a PILOB for the missed days of work.

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Additionally, such daily hires will be given at least 5 days' notice prior to the Company discontinuing their employment for 90 days or more.

Sideletter New #6 – Offers of Employment for Regular Staff Positions

Within 24 months of ratification, the Company will make no fewer than 35 offers of staff employment in the A, F, K, O, and/or R Units. No fewer than 20 of such offers will be in the A Engineering Unit, and all offices of the Company will be included. The Company will post the positions and place a premium on candidates who are already performing the job duties satisfactorily.

Sideletter New #7 – Ratification Incentives

Contingent upon timely ratification, the Company will retroactively increase the accrual rate of the ABC-NABET Retirement Trust from 0.65% to 1.50% for the period from January 1, 2017 through December 31, 2020, for any employees who were active participants in the plan on or after January 1, 2017. This applies only to participants in the frozen staff retirement plan but would affect people who retired during the term of the last contract.

Daily hires who worked 180 days or more from September 1, 2020 to August 31, 2021, will be eligible for two "Recharge Days" in 2022.

At KGO-TV, all current staff engineers who participate in the ABC-NABET Retirement Trust will have their final average pay calculated for their pension as if they had worked under the rates in Section A3.1 rather than the lower San Francisco rates in Sideletter EN for their final five years of qualifying employment. Current KGO-TV staff engineers hired after December 31, 2012, will receive an additional one-time contribution to the CWA Savings and Retirement Trust in the amount of 2% of their base weekly pay in 2021. Current KGO-TV daily hire engineers who worked 180 days or more in 2021 will receive an additional one-time contribution in the amount of 2% of their straight time pay for 2021 to their selected 401(k) plan.

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