

Sideletter CS
Short-term Union Leave of Absence

Amend Sideletter CS as follows:

~~This will confirm our agreement that~~ The following shall be applicable to a NABET- CWA-
represented employee who is a participant in the Company's Savings and Investment Plan and
who is placed on a short-term leave of absence for Union activity of ten (10) or less working
days, and for whom it is reasonably anticipated that such employee will not be on leaves of
absence for Union activity for more than a total of ~~thirty (30)~~ **forty (40)** working days in any
calendar year:

1. If the employee is a staff employee, the following shall apply:

1. **(a)** Up to a maximum of ~~thirty (30)~~ **forty (40) working** days in any calendar year, such
employee will remain on the Company payroll at his or her base salary during the period
of such leave.

2. **(b)** NABET-CWA will promptly reimburse the Company for the following
payments made by the Company during each period of leave while the employee
remains on the Company's payroll pursuant to Paragraph 1 **Section 1(a)** above:

(a) **(i)** the employee's base salary;

(b) **(ii)** the Company's contribution to ~~the Savings and Investment Plan~~
any benefit plan in which the employee participates on behalf of such
employee; and

(c) **(iii)** other amounts, including but not limited to payroll taxes, which will
be paid by the Company as the result of such employee remaining on the
Company's payroll during the period of such leave.

2. If the employee is a daily hire, the following shall apply:

**(a) The employee will be permitted to take up to forty (40) working days of union
leave in a calendar year.**

**(b) For each day of union leave pursuant to this Sideletter, the employee will be paid
8 hours at their regular base rate of pay.**

(c) For each day of union leave pursuant to this Sideletter, the employee will receive a payment in lieu of benefits pursuant to Sideletter FD-1 of the Master Agreement as well as contributions pursuant to Sideletter HO (Payment in Lieu of Vacation) and Sideletter FB (Daily Hire Defined Benefit Contribution).

(d) For each day of union leave pursuant to this Sideletter, such days will count towards the eligibility requirements set forth in Sideletter HF (Daily Hire Employee Signature Benefits).

(e) The Union will promptly reimburse the Company for the following payments made by the Company during each period of leave while the employee remains on the Company's payroll pursuant to section 2(a) above:

(i) the employee's base daily wages detailed in section 2(b) above;

(ii) The payment in lieu of benefits, payment in lieu of vacation amounts and defined benefit contribution detailed in section 2(c) above.

(iii) other amounts, including but not limited to payroll taxes, which will be paid by the Company as the result of such employee remaining on the Company's payroll during the period of such leave.

3. The Company will not transfer or reassign any employee who is on union leave under the terms of this Sideletter without the consent of the Local Union involved.

The parties agree that nothing in this Sideletter CS shall be deemed to augment, expand or diminish the provisions of Section 13.3, which shall continue to be the only provision in the Master Agreement which grants a right to a leave of absence for Union activity.

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.”

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., DVX 1000, JVC 200, Sony FS5 and FS7, Sony PXW-100, 200 and 300, Sony BRC-H900, Panasonic AG-HPX170, AG-HPX250, Panasonic 255, Panasonic AG-HMC40, Panasonic AJ-PX270, Panasonic AW-UE70, Panasonic AW-HE130, Panasonic HCV770, HCWX970 and HCVX870, and Canon EOS 5D , Canon c100 and c300, or other 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:

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 ~~N~~news services using iPhones and iPads.)

With respect to outside news services (e.g. Stringr, etc.) each Owned Television Station may utilize one (1) piece of content per week, per station.

On a monthly basis, the Company will provide each Local and the Sector, a report containing information regarding the acquisition and usage of all content provided by such outside news services, which shall include the subject matter, the date of content acquisition, the length of the content

provided, the specific type of device used to capture the content, as well as the platform(s) on which the content was broadcast.

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~~ **2022** shall be laid off during the term of the ~~2017-2021~~ **2021-2025** 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-7** TV-13, TV-14, TV-23 and TV-24 in New York, TV-A, **and TV-B and TV-C (3rd Floor)** 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.

At each office of the Company covered by this Agreement, the total number of days worked by non-NABET represented employees under this Sideletter shall not exceed ten percent (10%) of the average number of days of work performed by bargaining unit ENG or EFP engineers at such office. In accordance with this provision, the Company shall provide a monthly report, broken down by work week and applicable scheduling office, listing the respective names and dates worked by non-bargaining unit personnel under this Sideletter DN. The report shall be sent to both the NABET Sector and Local union offices.

11. [No change.]
12. [No change.]

Sideletter EC
Recordkeeping Technologies

Amend Sideletter EC as follows:

Notwithstanding any provisions of the Master Agreement, arbitration awards, grievance settlements or practices, nothing shall restrict the Company from taking advantage of new technologies in order to utilize such devices as, for example, electronic identification/swipe card, code or password entry devices and/or computer programs, for any recordkeeping, payroll, safety or other business purpose. **However, it is expressly understood that no such technology shall utilize contemporaneous recording/entering of timestamps.** In the event the Company intends to utilize any such device, it will give the Local Union at the office affected by such utilization thirty (30) days advance notice.

The parties recognize the fact that such technologies require that employees perform a considerable number of tasks in order to ensure proper record keeping. Therefore employees covered by the Master Agreement shall be compensated Fifty Dollars (\$50) per work week (Ten Dollars (\$10) per work day in the case of Daily Hire employees) to perform these tasks.

Sideletter EG
Microphones And Other Audio Devices

Amend this Sideletter as follows:

Notwithstanding any provisions of the Master Agreement or any other agreements, grievance settlements, arbitration awards or practices to the contrary, any person may attach a microphone(s), IFB(s) or any other audio device(s) of a type generally worn on the body or clothing of talent, guests, interviewees and other persons who are part of the program involved, as well as turn on or off (utilizing a switch on the device), activate (other than by remote control), adjust and remove such devices. In addition, any person may perform minor maintenance (e.g., changing batteries) on such devices when no NABET-CWA-represented personnel are immediately available to perform such maintenance.

NABET-CWA Proposal 9/27/2021

Sideletter EN
San Francisco Conditions

Delete this Sideletter from the Master Agreement.

NABET-CWA Proposal 9/27/2021

Sideletter EP-2
Studio Rentals/TV-A Washington/Retirement Living Television

Delete this Sideletter from the Master Agreement.

NABET-CWA Proposal 9/27/2021

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

Delete this Sideletter from the Master Agreement.

NABET-CWA Proposal 9/27/2021

Sideletter EP-4
Production for New Media

{NABET-CWA is awaiting a response from the Company to the Union's Information Request Number 4, dated September 3, 2021. The Union reserves the right to make proposals regarding Sideletter EP-4 pending the receipt of the requested information.}

Sideletter FB
Daily Hire Defined Contribution Plan

Amend this Sideletter as follows:

Effective ~~September 27, 2003~~ **April 1, 2022**, 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 and one-half percent (5.5%)** 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 401(k) Plan or other qualified plan, pursuant to an individual employee's ~~one-time~~ **annual** 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~~ **on a quarterly basis, no later than six (6) weeks following the end of each quarter**, provided all of the above conditions are satisfied.

Sideletter FD-1
Flex Plan/401(k) Plan

Amend this Sideletter as follows:

During the negotiations for the **successor to the** 2017-2021 Master Agreement, as specified in modified Articles A14.2 (e), B3.4 (a), F3.11 (a), K3.14 (a), O3.14 (a), and R2.2 (a), the parties agreed that the Company will pay daily hire employees a payment in lieu of benefits (“PILB”). The parties further agreed that the PILB was intended to pay or defray the cost of benefits of the type provided under the Entertainment Industry Flex Plan (“Flex Medical Plan”), and the Communications Workers of America Savings and Retirement Trust (“SRT”) or the Entertainment Industry 401(k) Plan (“Flex 401(k) Plan”), pursuant to ~~a one-time~~ **an annual optional** employee election as to the SRT or the Flex 401(k) Plan.

The parties understand and contemplate that daily hire employees may elect, through payroll deduction, to have further monies (including amounts in excess of the payment in lieu of benefits) allocated and paid by the Company on their behalf to the Flex Medical Plan, and the SRT or the Flex 401(k) Plan, subject to any limits set forth in the terms of the Plans and/or any applicable laws, rules or regulations.

The PILB shall be allocated and increased as follows:

~~Effective April 22, 2017, the Company will make a PILB of Seventy Dollars (\$70.00) per day, with Twenty Dollars (\$20.00) of that benefit payment allocated as a mandatory contribution to the Flex Medical Plan (\$50/\$20).~~

Effective ~~April 20, 2019~~ **April 1, 2022**, the Company will make a payment in lieu of benefits of ~~Seventy-Five Dollars (\$75.00)~~ **Eighty-Five Dollars (\$85.00)** per day, with ~~Twenty Dollars (\$20.00)~~ **Twenty-Five Dollars (\$25.00)** of that benefit payment allocated as a mandatory contribution to the Flex Medical Plan, and ~~Five Dollars (\$5.00)~~ **Fifteen Dollars (\$15.00)** of that benefit payment so allocated to the retirement savings plan (SRT or Flex 401(k) Plan) designated by the employee pursuant to Sideletter FD-1. ~~(\$50/\$20/\$5)~~ **(\$45/\$25/\$15)**.

Effective ~~April 18, 2020~~ **April 1, 2024**, the Company will make a payment in lieu of benefits of ~~Seventy-Five Dollars (\$75.00)~~ **Ninety-Five Dollars (\$95.00)** per day, with ~~Twenty Dollars (\$20.00)~~ **Thirty Dollars (\$30.00)** of that benefit payment allocated as a mandatory contribution to the Flex Medical Plan, and ~~Ten Dollars (\$10.00)~~ **Twenty Dollars (\$20.00)** of that benefit payment so allocated to the retirement savings plan (SRT or Flex 401(k) Plan) designated by the employee pursuant to Sideletter FD-1. ~~(\$45/\$20/\$10)~~ **(\$45/\$30/\$20)**.

The PILB payable under the Sports Event Amendment to the Master Agreement shall be as set forth in that Amendment, and not the foregoing.

At the time of initial engagement, on a form provided by the Company, the employee shall designate whether the Company shall contribute the monies pursuant to Sideletter FB (~~4%~~, **(5.5%)**) and the ~~Five (\$5.00) (Ten (\$10.00))~~ **Fifteen (\$15.00)** dollars effective ~~April 18, 2020~~ **April 1, 2022**) per day, referenced above, shall be paid to either the SRT or the Flex 401(k) Plan in accordance with that election. Where the employee makes no such election for a retirement plan, the contribution required by Sideletter FB, as well as the ~~Five (\$5.00) (ten (\$10.00))~~ **Fifteen (\$15.00) dollars** effective ~~April 18, 2020~~ **April 1, 2022**) per day, shall be mandatorily allocated to the SRT on the employee's behalf.

~~During the course of the negotiations for the 2017-2021 Master Agreement, t~~The parties ~~discussed their~~ **share a** mutual desire that employees prudently use the payments made pursuant to this Sideletter for the purpose of providing health benefits and retirement security through the Flex Medical Plan, the SRT, Flex 401(k) or other qualified plan. To that end, each August, the parties will issue a joint communication reminding employees of the purpose of the payment in lieu of benefits, and encouraging them to direct the Company to make contributions on their behalf in amounts they specify of all or a portion of the PILB.

The benefit payment so allocated to the retirement savings plan (SRT or Flex 401(k) Plan) shall be designated by the employee pursuant this Sideletter FD-1, and such employee shall have the option to change their elected retirement savings plan (SRT or Flex 401(k) Plan) on an annual basis during open enrollment periods.

If, during the term of the **successor to the** 2017-2021 Master Agreement, the application or claim under any law, rule or regulation would in the good faith view of either party potentially operate to defeat the purpose of the payment in lieu of benefits in this Sideletter FD-1, either party may give thirty (30) days written notice to the other party to reopen the Master Agreement to negotiate over matters involving Sideletter FD-1. The parties agree to commence negotiations forthwith upon receipt of such notice.

Sideletter FM
Local On-Camera Appearance Rates

Amend this Sideletter to reflect current rates:

The rates for on-camera appearances in local television programs as set forth in Section 24.3 are as follows:

<u>Program Length</u>	<u>Chicago</u>	<u>Los Angeles</u>	<u>San Francisco</u>
Less Than 30 min	58.00	47.50	55.00
31 to 60 min	74.00	62.00	76.50
61 to 90 min	90.00	76.50	191.00
91 to 120 min	106.00	91.00	224.00

<u>Program Length</u>	<u>New York</u>
Less Than 15 min	42.00
16 to 45 min	77.00
46 to 60 min	87.00
61 to 90 min	99.00
91 to 120 min	138.00

The Company agrees to notify NABET-CWA of any increases in the foregoing rates.

NABET-CWA Proposal 9/27/2021

Sideletter FO
Legal Effects

Delete this Sideletter from the Master Agreement.

Sideletter GK
Effect of "A" Unit Rate Compression

Amend this Sideletter as follows:

The parties agree to the following, all of which were effective August 9, 2003, except the increased in-hire rates set forth in paragraph 10 below which shall be effective on January 12, 2008, in connection with "A" Unit rate compression:

1. There shall no longer be any pay escalators. As a result, Article 11.5 relating to Pay Seniority shall no longer apply to "A" Unit Engineers.
2. The Settlement Agreement dated August 9, 1996 resulting from the Award of Impartial Umpire Christine Knowlton, relating to "A" Unit Daily Hire pay progression, and all practices that may have arisen out of that Agreement, shall be null and void and of no further force and effect.
3. The following Sideletters or sub-sections thereof shall be deleted: AB (subsections 3 and 9, 10 and 11), AB-1 (sub-sections 4 and 7), AZ, CM-1, CM-2, CT, CU, EV and FN, and all references thereto in the Master Agreement. Notwithstanding the foregoing, the following sentence from Sideletter AB, subsection 3 shall remain: "The duties of video tape librarians may include the loading and unloading of tape cartridge machines."
4. The Field Utility rates shall apply only to field pickups and only to employees who have worked for the Company twenty (20) or fewer cumulative days. The Company will assign at least one employee at the Utility rate for every four (4) Field Utilities assigned. Only employees who have worked for the Company twenty (20) or fewer cumulative days may be hired as Field Utilities. Employees hired at the Field Utility rate may not be upgraded to higher classifications without the Company thereafter losing the ability to again hire such individuals at the Field Utility rate.
5. Persons hired on a daily basis at the Field Utility rate shall ~~not~~ receive any payment in lieu of benefits.
6. The ten (10) hour rate shall be at the Company's option and shall apply in the field only.
7. The regular rate for those persons hired on a daily basis at the ten (10) hour rate shall be calculated by dividing that rate by ten. Such persons shall be paid for hours in excess of ten (10) in a day or forty (40) in a week at one and one-half (1 ½) times the regular rate for time worked.

- ~~8. With respect to future hires or engagements at KGO-TV, the under two (2) year rate shall be available at the station's option for studio positions during the first two (2) years of a regular employee's employment with KGO-TV. This is intended as a training rate and will apply during such time period regardless of the studio job function to which the employee is assigned. With respect to employees hired on a daily basis, the under two (2) year rate shall apply until the employee has worked four hundred forty (440) days for the Company.~~
8. The parties agree to conform relevant contract provisions to compressed classifications and specification of daily hire rates.
9. The Company, at its option, may pay regular or temporary engineering employees for work within the Group 2, Group 5 or Group 7 classifications for up to one (1) year at an in-hire rate of \$1,160 per week for Group 2, \$1,173 per week for Group 5, or an in-hire rate of \$1,370 for Group 7. This subparagraph 10 shall not apply at KGO-TV.
- ~~10. For purposes of determining the length of time the Company can pay an employee the "under two (2) year rate" at KGO-TV set forth in paragraph 8, or the in-hire rates set forth in paragraph 10, a laid-off temporary employee's pay seniority shall include all time worked for the Company in the Unit, which was separated by intervals of less than one (1) year.~~

(See Sideletter GY.)

Sideletter GM
Transmitter Engineer Supervisor

Amend the current provision as follows:

Any employee regularly assigned in television as a Group 7 supervisor or a transmitter engineer will be paid ~~Fifty Dollars (\$50.00) (increased to Sixty Dollars (\$60.00) effective May 11, 2013)~~ **One-Hundred Dollars (\$100.00)** per week above the minimum Group 7 scale in Section A3.1. Where at any television station there are two (2) or more transmitter engineers, the Company will designate one (1) as the transmitter engineer supervisor and only such supervisor will be entitled to the ~~Fifty Dollars (\$50.00) (increased to Sixty Dollars (\$60.00) effective May 11, 2013)~~ **One-Hundred Dollar (\$100.00)** payment. Any employee who already receives an overscale payment or a combination Sideletter GM/overscale payment of ~~Sixty Dollars (\$60.00)~~ **One-Hundred Dollars (\$100.00)** per week or more shall not receive any additional payment pursuant to the preceding sentence, although the entire ~~Sixty Dollars (\$60.00)~~ **One-Hundred Dollars (\$100.00)** shall count for pension purposes. In no event shall any such employee receive less than a ~~Sixty Dollar (\$60.00)~~ **One-Hundred Dollar (\$100.00)** per week payment.

No employee shall be entitled to any upgrade or additional payment of any kind because of the absence of the supervisor or transmitter engineer (or transmitter engineer supervisor where applicable).

Any additional payment required by this Sideletter shall be considered as part of the employee's base weekly pay for purposes of determining "Final Average Pay" pursuant to Section 1.14 of the Pension Plan Text of the ABC-NABET Retirement Trust Plan ("Plan") and shall be considered part of "the base weekly pay" for purposes of the pension contribution base in Section 23.1(b), effective May 11, 2013 and on a prospective basis only. The foregoing shall be conditioned upon the Plan Actuary concluding the foregoing amendment to the Plan will not diminish materially the funded status of the Plan pursuant to the Pension Protection Act of 2006.

Sideletter GQ
ABC-NABET Retirement Plan

Discussion Items

- Conform / update all dates in Sideletter
- Eliminate 40-year service cap
- Base Benefit Accrual Rate

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. **Short Term Illness Leave**
 7. **Long Term Disability Income Plan**
 8. **Bereavement Leave**
 9. **Jury Duty**
 10. **Disney Discounts**
 11. **Disney Complimentary Park Passes**
 12. **Disney+ Bundle -or- Disney Parks Main Entrance Pass**
 13. **Child Bonding Policy**

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 duration of this Agreement.
- c. All Vacation Relief/Waivered Temporary Employees covered by this Sideletter shall be eligible for vacation entitlements pursuant to Article XIX.

2. 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.

3. 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.

NABET-CWA Proposal 9/27/2021

Sideletter HE
Secondary Digital Operations Engineering Agreement

NABET-CWA is awaiting a response from the Company to the Union's Information Request Number 6, dated September 3, 2021.

The Union reserves the right to make proposals regarding Sideletter HE pending the receipt of the requested information.

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 regularly work one hundred fifty six (156) days per year.** 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 **one hundred fifty six (156) days per year, 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 shall be eligible for Signature Plan benefits 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 Company decides at its discretion to permit a newly engaged daily hire to enroll sooner 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:
regularly work **one hundred fifty six (156) days per year**
- 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. 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.~~

Sideletter HH
Alternative Layoff Procedure

Delete paragraph 9. of this Sideletter:

~~9. In no event shall a regular employee receive more than an amount equal to one hundred four (104) weeks of pay, cumulatively, from all severance amounts paid pursuant to this Sideletter and Sideletter AJ, where applicable, or any other provision of the Master Agreement.~~

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) 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 ninety (190)~~ **one hundred fifty six (156) or more** days in any calendar year. ~~Such increase shall apply beginning calendar year 2017, with the first increase payable by February 15, 2018.~~

Sideletter HR
Daily Hire Continuation Pay for "A" Engineering Unit

Amend the current provision 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 fifty six (156)** 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 (100)** and ~~fifty (150)~~ days in any such three (3) calendar years; and
3. did not work less than ~~two hundred (200)~~ **one-hundred and fifty six (156)** 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 count toward eligibility;~~
5. ~~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

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 fifty six (156)** 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.

C. Obligation to Pay Continuation Pay

1. ~~When~~ ~~†~~The Company **shall** notify ~~es~~ an eligible daily hire employee **and the Union** that it does not intend to offer further daily hire employment to him/her for at least a thirty (30) day period. ~~†~~The Company shall pay the daily hire employee continuation pay as provided above. ~~Failure to notify the daily hire shall not be a violation of the Agreement.~~
2. If the Company fails to notify the daily hire employee as provided in the preceding paragraph, continuation pay is owed if the eligible daily hire employee is not offered ten (10) days of work within a thirty (30) day period.
3. No continuation pay is owed when a daily hire does not work because of:
 - a. a **planned** production hiatus ~~or a partial or total temporary shutdown of a function or operating area (including a labor disruption or a force majeure)~~, or
 - b. in Sports because the rights to air the sporting event(s) have been lost, or expired, or
 - c. if, for any reason, the daily hire is unavailable or unable to perform work for the Company, or
 - d. the Company ceases to employ a daily hire due to his/her misconduct. In this circumstance, the Union may dispute the Company's refusal to pay continuation pay under Article XX. In any arbitration over such dispute Article XIV shall not apply and the Arbitrator's authority shall be limited to determining whether continuation pay was owed.
4. Continuation pay shall not be due in any circumstance unless and until the daily hire signs a General Release prepared by and satisfactory to the Company.
5. All rights to continuation pay are extinguished upon payment. If such daily hire employee returns to work for the Company as a daily hire, then he/she shall be treated for purposes of this Sideletter as never having previously worked for the Company as a daily hire employee.

Sideletter HS
“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 “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.

Sideletter HZ

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

Amend the current provision 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 monthly basis, the Company will provide each Local and the Sector, 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 subject matter, the date(s) the material appeared on news broadcasts, the length of such material, as well as the platform(s) on which the material was broadcast.

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.

No Newswriter on regular staff as of March 31, 2017 ~~2022~~ shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the provisions of this Sideletter.

Sideletter ID
Main Entrance Pass

Amend this Sideletter as follows:

During the negotiations for the successor to the 2017-2021 Master Agreement, the parties discussed extending a Main Entrance Pass to ~~regular staff~~ employees. The Company will permit regular staff employees and daily hire employees who regularly work one hundred fifty-six (156) days or more in a calendar year to participate in the Company's Main Entrance Pass program, ~~subject to Sideletter EF in all respects.~~

NABET-CWA Proposal 9/27/2021

Sideletter IE
Child Bonding Policy

Amend this Sideletter as follows:

The Company will permit regular staff employees **and daily hire employees who regularly work one hundred fifty-six (156) days or more in a calendar year** to participate in the Company's Child Bonding Policy, ~~subject to Sideletter EF in all respects.~~

SIDELETTERS

Add a new Sideletter as follows:

Sideletter 101 {NEW}

The Company shall make good faith offers of full-time staff positions to no fewer than one hundred (100) individuals who, as of September 27, 2021, were employed on a regular basis as NABET-CWA-represented daily hire employees. Such an offer shall be at no less than an appropriate classification and wage scale based upon the job function he or she would perform as a staff employee, provided that an individual who is offered a staff position performing substantially the same work in the same location as that which he or she performed for one-hundred fifty six (156) days or more as a daily-hire in the immediately prior calendar year shall be offered no less than the base pay rate he or she most frequently was paid during the latest twelve (12) months.

It is agreed that no fewer than ten (10) such offers will be made in each office of the Company, as defined in Section 11.4.

It is further agreed that no fewer than fifty (50) such total offers will be made during the six (6) month period commencing on April 1, 2022; and the remainder of the one hundred (100) total offers will be made during the six (6) month period commencing on January 1, 2023.

A department that is making an offer of staff employment will give first consideration, but not preference, to any daily hire employees who has worked in that department performing the function for which such offer is to be made for at least one hundred fifty six (156) days during the prior year. However, the Company shall determine, in its sole discretion, to whom offers of staff employment will be made. Any claims or disputes pursuant to this Sideletter shall be subject to grievance and arbitration procedure.

[WLS-TV Vacation Relief and Waivered Temporary Employees hired pursuant to Sideletter HB will be given first consideration for full-time staff positions at WLS-TV.]

SIDELETTERS

Add a new Sideletter as follows:

Sideletter 102 {NEW}

The Company agrees to assign "A" Unit Engineering employees to perform studio and/or control room work at the Washington News Bureau in connection with "Around the Horn" ("ATH"), "Pardon the Interruption" ("PTI"), "Bart & Hahn", "Debatable", and "Sports Center with Scott van Pelt" ("SVP"), pursuant to the provisions of the 2021-2025 Master Agreement or any successor thereto ("Master Agreement"), with the further modifications provided below:

1. With respect to staff and daily hire employees assigned pursuant to this Sideletter:
 - a. The maximum meal penalty for either delaying and/or "blowing" a meal(s) shall be a single payment of Fifty Dollars (\$50) per each day of production.
 - b. Article X, Night Shift Differential, shall apply.
 - c. Article 24 shall not apply to any promotional, behind the scenes or other similar on camera appearances of NABET-CWA-represented employees assigned pursuant to this Sideletter.
 - d. An employee's shift(s) may be extended in fifteen (15) minute increments without the limitations in Section 8.5(b).
2. With respect to daily hire employees assigned pursuant to this Sideletter:
 - a. The first meal period of no less than thirty (30) minutes shall be paid time and shall count toward the computation of overtime for all purposes.
 - b. The maximum overtime premium shall be one and one-half (1-1/2) times the regular rate of pay.
 - c. The payment in lieu of benefits for daily hires shall be as set forth in Sections A14.2(e) and Sideletter FD-1 of the Master Agreement.
3. Daily hire employees engaged pursuant to this Sideletter will count towards the 50% daily hire utilization allowance provided in the 2021-2025 Master Agreement or any successor Master Agreement.

4. The Union acknowledges that the Editor(s) and Graphics Designer(s) shall not be subject to the terms of this Sideletter.
5. The parties understand that the control room work for SVP will be performed at an ESPN facility other than its premises at the DC Bureau, and the provisions of the Sports Agreement relating to work at ESPN facilities shall apply.
6. NABET-CWA employees engaged pursuant to this Sideletter may be assigned to perform teleprompter operator work on a non-exclusive basis pursuant to the terms of this Sideletter.
7. The Company may in its discretion assign NABET-represented employees to perform some studio construction and build out work, remote camera maintenance, and operation of robotic cameras on a non-exclusive basis pursuant to the terms of this Sideletter.
8. It is specifically understood and agreed that any assignment set forth in paragraph 6 or 7 shall not, under any circumstances, constitute an expansion of jurisdiction pursuant to any provision of the Master Agreement, nor shall the performance of such assignments entitle such employees to continue to be given such assignments. It is agreed that no claim or dispute involving an assignment made pursuant to paragraph 6 or 7, or the failure to make such an assignment, shall be subject to arbitration. In addition, in the case of any such non-jurisdictional assignment, such assignment shall be made in accordance with the terms of this Sideletter.
9. This Sideletter shall not apply to inserts, segments or other material produced by ESPN or any other outside producer for any of the shows named in this Sideletter.
10. The parties agree that the Company may elect to assign New York "B" Unit employees to coordinate satellite remote feeds for the shows named in this Sideletter and assign "A" Unit employees to take in and distribute such feeds. It is specifically understood and agreed that such assignments shall not, under any circumstances, constitute an expansion of jurisdiction pursuant to any provision of the Master Agreement, nor shall the performance of such assignments entitle such employees to continue to be given such assignments. It is agreed that no claim or dispute involving an assignment made pursuant to this paragraph, or the failure to make such an assignment, shall be subject to arbitration.
11. For any shift where a Graphics Operator spends significant time substituting stills for un-cleared material, such employee shall be paid the Group 2 rate of pay and an additional Ten Dollars (\$10.00) per day.

NABET-CWA Proposal 9/27/21

SIDELETTERS

Add a new Sideletter as follows:

Sideletter 103 {NEW}

Any employee covered by the Master Agreement (irrespective of bargaining unit) assigned to provide language interpretation services shall be paid a fee of ten cents (\$00.10) per word.

SIDELETTERS

Add a new Sideletter as follows:

Sideletter 104 {NEW}

Any individual who regularly works as a Daily Hire for one hundred fifty six (156) or more days in a calendar year, shall be entitled to the following:

- (1) **Eligibility for the full portfolio of Signature Plan Benefits, pursuant to Sideletter HF.**
- (2) **In lieu of Section A14.2(d), in the event the Company engages a person on a daily basis and thereafter cancels such engagement with seven (7) days or less notice, said person shall be paid a sum equal to four (4), six (6), eight (8) or ten (10) hour engagement, whichever is applicable.**
- (3) **Paid Jury Duty**
- (4) **Paid Bereavement Leave**
- (5) **Disney Discounts**
- (6) **Disney Main Entrance Pass, or Disney+ bundle (see Sideletter ID)**
- (7) **Child Bonding Policy (see Sideletter IE).**