

The Union reserves the right to add proposals or to alter and/or amend any proposal made during the course of these negotiations.

All provisions of the current Agreement, Sideletters, stipulations, arbitration awards, grievance settlements, and practices not modified or deleted by a specific provision of the successor Agreement are deemed to continue in full force and effect.

Many of the proposals the Union is submitting or will submit during the negotiations for changes in the language of the collective bargaining agreement may be intended for the purposes of clarification only. A Union proposal, or any withdrawal or modification of a proposal, does not constitute a waiver by the Union of the interpretation it places upon the current language of the contract, nor should any such proposal, withdrawal or modification be construed as an admission on the part of the Union that the current contract language does not mean what is contained in the proposed change.

ARTICLE VII
PROGRAM ORIGINATION

Amend the current provision as follows:

Section 7.7 - Meal Expense Allowance

- (a) An employee assigned to a scheduled field pickup or other authorized Company business that requires travel and/or work away from the home office overnight shall receive a per diem allowance of ~~Fifty-Seven Dollars (\$57.00)~~ **Seventy-Five Dollars (\$75.00)** per day for meals and incidental expenses for each calendar day that the employee is away from the home office effective ~~April 15, 2017~~ **April 1, 2022**. (On assignments outside the Continental United States, the per diem allowance shall be the same as that provided to unrepresented staff employees of the Company on the same assignment.) The term “incidental expenses” as used in this Subsection (a) refers to expenses incurred for items such as laundry and tips. Employees will not be reimbursed for telephone calls and transportation (other than transportation and telephone calls authorized by the Company for business purposes). In the unusual case in which an employee incurs reasonable and necessary expenses in excess of the per diem allowance, the employee shall submit a statement of such expenses to the management representative for approval. In the case of a remote in which meals are not readily available, the Company may cater meals in a restaurant, hotel dining room or equivalent accommodation, in which event, the per diem allowance shall be reduced by Three Dollars (\$3.00) for each meal other than breakfast so catered and One Dollar, Fifty Cents (\$1.50) for each breakfast so catered. For the purpose of applying the per diem allowance, an assignment in which the employee travels by air shall be deemed to start at ~~his or her plane's~~ **two (2) hours prior to the** scheduled departure time and end at **one (1) hour after** the actual arrival time at the gate of the plane which the employee takes to return to his or her home office, provided that, if the actual arrival time of the plane at the gate is before 2:00 **12:01** A.M., the assignment shall be deemed to have ended on the previous day. On all assignments covered hereunder lasting five (5) or more consecutive days, an employee shall receive, in addition to the per diem allowance provided above, a special laundry allowance of ~~Six Dollars (\$6.00)~~ **Ten Dollars (\$10.00)** per day, retroactive to the first day of such assignment.
- (b) Employees assigned to field pickups not covered by the foregoing (including employees assigned to the studio and subsequently assigned to a field pickup for the remainder of their tour) shall be allowed a single payment of Fourteen Dollars (\$14.00) for meals after eleven (11) elapsed hours, or Twenty Dollars (\$20.00) after fifteen (15) elapsed hours, if the employee is on assignment in the field, at the end of such eleventh (11th) or fifteenth (15th) elapsed hour respectively. In lieu of the foregoing, when sleeping accommodations

are not furnished but the assignment requires the employee to travel fifty (50) miles or more (one way) from the main office of the employee's Company office and requires absence from the employee's home office for at least fourteen (14) hours, a per diem will be paid in the amount of Twenty-Nine Dollars (\$29.00) in lieu of meals. Necessary incidental expenses such as taxi fares and tips shall be reimbursable on assignments covered by this Subparagraph (b).

- (c) In the event that eight (8) hours or less exists between the end of an employee's tour and the start of his or her next tour, the Company shall, at the request of the employee, provide hotel accommodations with single occupancy. Such accommodations shall be located within ten (10) miles of either the employee's location at the end of the employee's tour, or the location of the start of the employee's next tour. The Company shall also, at the request of such employee, provide taxi or equivalent transportation to and from such accommodation at no cost to the employee.

Because this Section 7.7(c) is motivated by safety considerations, the parties agree that a regular or daily hire employee may not be entitled to such hotel accommodations or transportation, depending upon how far in distance an employee resides from the location at the end of an employee's tour. The parties agree to act reasonably in the application of this provision recognizing hotel or transportation accommodations are not automatic for a regular or local daily hire employee, even if there are eight (8) or fewer hours from the end of such employee's tour until the commencement of said employee's next tour.

- (d) In the event the Company provides a hotel room or equivalent accommodation for a local remote within an office of the Company which would not normally require an overnight stay, or for other contingencies, (e.g., weather, special reports), affected employees shall receive one Section 7.7(a) per diem payment for each night the employee is assigned to remain overnight in such accommodations. **The Company will reimburse for parking expenses for each night the employee is assigned to remain overnight in such accommodations.**

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

- (e) The Company will reimburse **pay directly** for parking expenses, at the crew hotel or event venue, or site of remote pickup while on assignments requiring an overnight stay. The Company shall also reimburse for incremental parking expenses incurred due to assignment of a local ENG crew requiring work away from the home office overnight, after the employee has already parked at a facility as part of their commute. Receipts must be submitted for reimbursement of such automobile parking expenses. The Company may specify preferred parking facilities in the area of the venue, remote or hotel, and parking rates for those facilities shall constitute the maximum reimbursable expenses.

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Amend the current provision as follows:

Section 8.1 - Regular Work Day

A regular work day is defined as consisting of not less than eight (8) hours in any work day, which shall be computed by totaling the number of hours between the time an employee reports for work and the time of completion of the employee's duties for such work day, including meal periods where applicable. ~~While the meal period shall be paid at straight time, meal periods shall not be considered time worked for the purposes of calculating overtime and holiday premium pay pursuant to Sections 18.2 and 18.3.~~ A tour of duty starting any day and continuing into the following day shall be considered as one (1) tour of duty and attributed to the first (1st) day.

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

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Amend the current provision as follows:

Section 8.3 - Turnaround

Effective April 15, 2017, there shall be a minimum of ten (10) hours between the end of an employee's original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-six (36) hours off consecutively and two (2) days off, sixty (60) hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, **with a premium equal to half (½) their regular rate for each hour or fraction thereof** ~~at Seven Dollars and Fifty Cents (\$7.50) per hour for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be Fifteen Dollars (\$15.00) per hour, in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof.~~ In the event that two (2) hours or less elapse between the end of any tour or extension thereof and the beginning of the next, the above turnaround provisions shall not apply and the tour shall be considered as one (1) continuous tour. None of the above turnaround provisions shall apply to regularly established watch changes where the parties have agreed upon a rotating watch system, or to tours separated by vacation or by leave of absence in excess of two (2) days.

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

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

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Amend the current provision as follows:

Section 8.4 - Long Tours

- (a) If an employee works more than eight (8) hours in any single tour, ~~excluding meal periods,~~ he or she shall be paid for all the hours of work in excess of eight (8) at time and one-half (1 ½) times the regular rate of pay. Compensation for this excess time shall be in addition to any base pay to which such employee may be entitled regardless of the length of the tour in question. For example, an employee, who in any regular work week works three (3) eight (8) hour tours and one twenty-four (24) hour tour will be compensated at the employee's base pay for such work week plus ~~fifteen (15)~~ **sixteen (16)** hours at one and one-half (1½) times the employee's regular rate of pay.
- (b) If an employee is called back to work on a calendar day on which he or she has already started and completed a tour of duty, the employee shall be paid for the time between the end of such tour and his or her start of work on the call-back. The employee shall receive not less than a total of eight (8) hours' pay for the intervening time plus the time worked on the call-back, provided, however, that for penalty purposes the call-back shall not be deemed extended beyond the time actually worked.

[Conform all sections of the Agreement, including all Individual Unit Agreements, Stipulations, and Sideletters to include meal periods in the computation of hours worked for the purposes of calculating overtime.]

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Amend the current provision as follows:

Section 8.5 - Overtime

- (a) Hours worked outside of a regular work week or a regular work day, ~~excluding~~ **including** meal periods, shall be regarded as overtime and compensated at time and one-half (1 ½) times the regular rate of pay, except that such overtime hours worked on tours to which Article X is applicable shall be additionally compensated for as provided therein. In no case shall overtime accrue on overtime. Penalties shall not be considered overtime or part of the base pay.

(See Sideletter GY.)

Up to two (2) hours of overtime not worked, whether scheduled orally or in writing, may be cancelled after an employee has reported to work, if the Company determines in its sole discretion that such work is not needed and the employee is released from duty. The foregoing sentence shall not be construed to eliminate or shorten overtime pay due an employee because of minimum calls on a sixth (6th) or seventh (7th) days or rescheduled under other provisions of the Master Agreement. Nor shall this provision otherwise restrict the Company's ability to cancel, eliminate or shorten overtime under other provisions of the Master Agreement.

- (b) In extending a tour ~~any particular studio assignment~~, the Company will **notify the affected employee(s) of the tour extension at least thirty (30) minutes prior to the scheduled conclusion of the shift**, ~~do so based on a good faith determination of the amount of time necessary to perform the anticipated work at the time of such decision,~~ provided however that the Company may cancel such overtime in accordance with Section 8.5(a).
- (c) If the Company requests and an employee individually decides to waive the requirement of a minimum eight (8) hour tour on a sixth (6th) or seventh (7th) day, the Company may schedule such employee(s) in accordance with such mutually satisfactory arrangement between the Company and employee on any such day, provided such call is not less than four (4) hours.
- (d) In calculating whether an employee has worked any hours outside of a regular workweek (including sixth (6th) and seventh (7th) days) or workday for the purpose of determining if overtime rates of pay are applicable, all days during which the employee was not actually working due to a paid sick day(s)(except day(s) resulting from work-related injury or occupational disease), shall be excluded and not be counted.

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

ARTICLE XI
SENIORITY, LAYOFFS AND REHIRES

Amend the current provision as follows:

Section 11.2

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

- (a) A regular employee with one (1) or more years of service who voluntarily leaves the Company's employ and who is reemployed within one (1) year shall, for the calendar year commencing after he or she has been so reemployed for at least twelve (12) months, and thereafter, receive credit for his or her continuous employment prior to resignation in determining the employee's Total Company Seniority for vacation purposes only.
- (b) **If a daily hire employee is hired as a regular employee, such employee shall be credited at the time of hiring with one (1) year of Total Company Seniority for all purposes (e.g. severance pay, vacations, service awards) for each consecutive calendar year contiguous to the date of hiring in which the employee worked more than one thousand (1000) daily hire hours for the Company. In calculating contiguous years worked, the following shall apply:**
 - 1. **For any calendar year in which the employee worked fewer than one thousand (1000) hours as a daily hire, such daily hire employee will be deemed to have worked one thousand (1000) hours in such calendar year if such employee's daily hire hours in all the calendar years in which the employee worked as a daily hire average one thousand (1000) hours or more.**
 - 2. **Except for any calendar years in which an employee held a regular employee position, an employee shall be deemed to have worked one thousand (1000) hours as a daily hire in any full calendar year prior to calendar year 2003 in which such employee had any daily hire hours.**

ARTICLE XVI
TRAVEL TIME

Amend the current provision as follows:

Section 16.4

Employees shall be credited for travel time only as follows:

(a) "Travel-Only" Days

On a "travel-only" day to an out-of-town assignment, an employee's work day and travel time shall begin at **two (2) hours prior to** the scheduled departure time of the common carrier and shall end ~~thirty (30) minutes~~ **one (1) hour** after the employee arrives at the gate, train station or port at the out-of-town destination, with a minimum daily credit of eight (8) hours of pay at the regular rate of pay.

Upon returning from an out-of-town assignment, an employee's work day and travel time shall commence as described in the preceding sentence and shall end ~~when~~ **one (1) hour after** the carrier arrives at the gate, train station or port at the out-of-town destination, with a minimum daily credit of eight (8) hours of pay at the regular rate of pay. There shall be no crediting of any travel time from the airport, train station or port.

Article IX and A-VIII shall be inapplicable on any "travel-only" day(s), and no meal period need be scheduled or assigned on such day(s), nor shall any meal period penalties accrue on such days.

(b) "Travel-Work" Days

An employee's work day and travel time on an out-of-town assignment shall begin at **two (2) hours prior to** the scheduled departure time of the common carrier. The employee's work day shall end in accordance with Section 16.6(b) when the employee completes his/her duties at the out-of-town work site to which he/she is assigned on that day.

Article IX and A-VIII shall be inapplicable on "travel work" day(s) and no meal period need be scheduled or assigned on such day(s), nor shall any meal period penalties accrue on such days. An employee, however, shall be given a thirty (30) minute opportunity to eat upon arrival at the destination location, if the employee has not already been given, or is not scheduled to be given, a meal period that day.

(c) "Work-Travel" Days

The employee's work day shall begin upon the commencement of assigned duties at the out-of-town work site in accordance with Section 16.6(b), and shall end ~~when~~ **one (1)**

hour after the employee returning from an out-of-town assignment arrives at the gate, train station or port at the destination. ~~However, if the employee is traveling to another out-of-town assignment, travel time shall end thirty (30) minutes after arrival at the gate, train station or port of destination at such other out-of-town assignment.~~ There shall be no crediting of any travel time from the airport, train station or port when the employee returns from his/her out-of-town assignment(s). On “work-travel” days Article IX and A-VIII shall be inapplicable and no meal period need be scheduled or assigned on such day(s), nor shall any meal period penalties accrue during such days. An employee, however, will be given a thirty (30) minute opportunity to eat either before commencing, or upon completion of, the travel portion of the day, unless the employee has already been given, or is scheduled to be given, a meal period that day.

- (d) Notwithstanding anything to the contrary in Section 16.4, the Company shall continue to credit reasonable travel time to ENG crews transporting their equipment to and from the airport, train station or port on out-of-town assignments. This shall also apply to ENG crews transporting their equipment who are daily hired, in lieu of any travel stipend otherwise provided for in Section A14.3.
- (e) Settlement Agreement Voided

The settlement dated March 17, 1976 between James Nolan and William Gennerich, and all practices related thereto or arising therefrom, whether in New York or elsewhere, are null and void.

ARTICLE XVI
TRAVEL TIME

Amend the current provision as follows:

Section 16.6

- (a) Home office shall be defined as any Company office to which the employee is normally attached, or the out-of-town hotel or headquarters to which the employee may be assigned by the Company for the duration of the assignment.
- (b) On an out-of-town assignment requiring an employee to travel between his or her hotel accommodations and the remote site, an employee's work day shall begin at the employee's commencement of assigned duties at the remote site and end at the completion of such duties at the remote site, but will also include ~~only that~~ **the** amount of daily travel time ~~in excess of one-half (1/2) hour each way~~, as determined and approved in advance by the appropriate Company manager at the remote site taking into consideration normal driving speeds and the most direct route possible between the hotel and the remote site. Travel time ~~in excess of one-half (1/2) hour each way~~ shall be paid in minimum segments of five (5) minutes.
- (c) Employees on out-of-town assignments shall be permitted to check in at their designated hotel or other accommodation prior to reporting to their assigned job location and to check out of such hotel or other accommodation at the conclusion of such assignment; except that in an emergency situation this shall not be required, in which event, where it is necessary for employees to change or store their clothes before reporting to their assigned location, or to change their clothes at the conclusion of such assignment, the Company will provide suitable accommodations to cover the situation. This provision shall not be applicable to "travel-only" days.

ARTICLE XVII
USE OF EMPLOYEE'S CAR

Amend the current provision as follows:

Section 17.1

- (a) Compensation equal to the business mileage reimbursement rate set by the Internal Revenue Service (~~56.5~~ **56.0** cents per mile as of January 1, ~~2013~~ **2021**) with a minimum payment of Ten Dollars (\$10.00) shall be allowed an employee for using his or her automobile with the consent of the Company in executing the business of the Company, except in no event shall the employee receive credit for the time consumed in traveling between his or her home and office. However, **on an out-of-town assignment requiring an employee to drive between his or her hotel accommodations and the remote site, such employee shall be reimbursed for mileage, taking into consideration the most direct route possible between the hotel and the remote site.** It is agreed and understood that the use of an employee's car is not mandatory.
- (b) If the Company increases or lowers the rate per mile for employees of the Company generally as a result of a change in the business mileage reimbursement rate set by the Internal Revenue Service, such increase or reduction shall automatically be made applicable to the employees covered by this Agreement without prior notice or negotiations with the Union over such change.
- (c) **If an employee uses his or her automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company and the total driving distance from the employee's home to the remote site is less than sixty five (65) miles, the assignment shall be considered a "local" assignment and no hotel accommodations shall be required, notwithstanding the provisions of Section 7.7 (c).**
- (d) **If an employee uses his or her automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company and the total driving distance from the employee's home to the remote site is sixty five (65) miles or greater, the assignment shall be treated as an out-of-town assignment for all purposes.**
- (e) **In any situation where the total driving time from the employee's home to the remote site is reasonably expected to be more than six (6) hours total, taking into consideration normal driving speeds and the most direct route possible, the Company shall arrange travel by common carrier as stipulated in Article XVI.**

Section 17.2

- (a) The Company shall cause the insurance protection of the automobile liability policies which it maintains to be extended so as to provide insurance coverage to an employee who uses an automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company. Such coverage shall provide insurance protection up to Three Million Dollars (\$3,000,000.00) against liability for bodily injuries to others or property damage sustained by others, incurred while such employee so uses such automobile, and the insurance protection shall be to the same extent and manner as, and under the same limitations, terms and conditions as such insurance policies afford protection to the Company. Such insurance protection shall not apply to the extent that other valid insurance shall protect such employee against such liability under the aforesaid circumstances.
- (b) If, while an employee uses an automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company, such automobile is damaged by collision or upset or other cause, and the actual cost of repair thereof exceeds Fifty Dollars (\$50.00), the Company will: (i) if the automobile is not otherwise insured against such damage, reimburse the employee to the extent of the actual cost of repairing such automobile or the actual cash value of the automobile, whichever is the lesser; or (ii) if such automobile is otherwise insured against such damage, reimburse such employee to the extent of the amount of any deductible imposed by the insurance carrier in the settlement of the claim.

Section 17.3

Whenever it is used in this Article, the term “automobile” shall be defined as any land motor vehicle (excluding trailers) designed for travel on public roads.

ARTICLE XVIII
HOLIDAYS

Amend the current provision as follows:

Section 18.9 [NEW]

The following shall be deemed to be holidays under this provision, irrespective of the day of the week on which the holiday may fall: LINCOLN'S BIRTHDAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, JUNETEENTH NATIONAL INDEPENDENCE DAY (JUNE 19TH), ELECTION DAY, and THE DAY AFTER THANKSGIVING.

If an employee is required to work on any of the aforesaid holidays, he or she will receive, in lieu of other compensation, compensation at the rate of one and one-half (1-1/2) times his or her straight-time rate of pay for all straight-time hours worked, and at the rate of two (2) times his or her straight-time rate of pay for all overtime hours worked. The extra days off referred to in Section 18.6 may only be scheduled on one of the above (18.9) holidays at the request of the employee.

ARTICLE XX
GRIEVANCES AND ARBITRATION

Amend the current provision as follows:

Section 20.6

If the grievance is not settled within ten (10) days of its discussion at the grievance meeting, or if the grievance has not been discussed at a meeting held pursuant to the terms of Section 20.3 within sixty (60) days of its filing, either party may request arbitration by delivering a signed, written notice to that effect directed to the other party and to the appropriate Impartial Umpire or to the American Arbitration Association, as governed by Section 20.8 below. The following persons shall serve as Impartial Umpires during the term of this Agreement: (i) for grievances arising in the New York office - ~~Carol Wittenberg~~ _____ and Bonnie Siber Weinstock; (ii) for grievances arising in the Chicago office - Barry E. Simon; (iii) for grievances arising in the Washington office - ~~Jean Parker~~ _____; (iv) for grievances arising in the Los Angeles office - Fred Horowitz; (v) for grievances arising in the San Francisco office - Fred Horowitz; (vi) for grievances arising in Section 20.10 cases as provided below and grievances involving more than one (1) office - ~~Carol Wittenberg~~ _____.

At any time the parties may, by mutual agreement and upon thirty (30) days' written notice to the arbitrator, remove any of the arbitrators listed in this Section or in Section 20.10. In the event of the resignation, removal or incapacity of an Impartial Umpire, a successor shall be named by the parties within thirty (30) days to serve for the remainder of the term. This thirty (30) day period may be extended by the mutual agreement of the Company and the Union.

In Los Angeles and New York, where two (2) Umpires are designated, the Umpire shall be selected in rotation, provided that if the appropriate Umpire has no available dates for hearing the case within a reasonable period of time after the matter is referred to him or her for arbitration, the matter shall be referred to the next Umpire in rotation who has such available dates.

At any time commencing one (1) year after the effective date of this Agreement, each party may once strike the name of one (1) Umpire from the New York, San Francisco and/or Los Angeles lists and such Umpire(s) shall thereafter immediately, upon the sending of the notice striking his or her appointment, cease to serve except that, as to any case where the hearing has already opened, the arbitrator will continue to serve until the issuance of his or her award. Any such Umpire who is struck in New York shall also automatically and simultaneously be deemed struck from the list for grievances arising under Section 20.10 and/or grievances involving more than one (1) office of the Company.

ARTICLE XX
GRIEVANCES AND ARBITRATION

Amend the current provision as follows:

Section 20.10

Notwithstanding any of the foregoing provisions of this Article XX, if a party to the Agreement claims that there will be a violation of Article V, VI, VII, A-II or A-IV, or of Section 8.10(c) of Article VIII, or of an arbitration award, such party shall have the right to file a grievance directly with the Impartial Umpire setting forth such claim, demanding injunctive relief, and invoking the expedited arbitration procedure set forth below. However, this Section 20.10, which is applicable only to actions not yet effectuated, shall be used only if time does not permit the processing of the grievance under the other sections of Article XX. No grievance shall be filed under this Section 20.10 until such grievance has been discussed by a designated officer of the Local Union involved or the Sector and a member of the Labor Relations Department. A copy of the notice invoking this Section shall be sent simultaneously to the other party. Under the expedited procedure, the arbitration hearings shall commence at the earliest availability of the Impartial Umpire, but in no event more than twenty-four (24) hours after the grievance has been filed with the Impartial Umpire unless the grieving party consents to an extension of time.

If ~~Joan Parker~~ _____ is unable or unwilling to meet the foregoing time schedule, the grievance may be filed before the then current Umpire(s) designated in the appropriate list in Section 20.6 in the case of a grievance arising in New York, Chicago, Washington, Los Angeles or San Francisco, who shall be the Impartial Umpire for that grievance. At any time that there are two (2) or more New York, Chicago, Washington, Los Angeles or San Francisco Umpires, the Umpire shall be selected in rotation, provided that if the appropriate Umpire has no available dates for hearing the case within the requisite period of time after the matter is referred to him or her for arbitration, the matter shall be referred to the next Umpire in rotation who has such available dates. The award of the Impartial Umpire shall be rendered at the earliest possible time and in any event no later than twenty-four (24) hours after the hearing has been closed. The Impartial Umpire need not render an opinion with the award. The Impartial Umpire shall be empowered under this procedure to order injunctive relief or such other remedy as he or she deems appropriate if the Umpire finds there has been or will be a violation of one of the provisions specified at the beginning of this Section or of an arbitration award. It is the specific intent of this Section 20.10 to permit arbitration proceedings concerning proposed changes in operations to commence prior to the making of such proposed changes, but not to delay the making of such changes pending the outcome of any such proceedings.

ARTICLE XXIII
RETIREMENT PLAN

Amend the current provision as follows:

Section 23.1

The Company and the Union hereby mutually agree that the jointly negotiated and administered retirement plan existing under the 2007-2014 2017-2021 Master Agreement shall continue in effect as a plan qualified by the Internal Revenue Service in accordance with the following provisions:

- (a) [Deleted.]
- (b) The Company shall contribute ~~five and one half percent (5.5%)~~ **seven percent (7%)** of the base weekly pay of regular employees covered by this Agreement, up to a maximum of fifty-two (52) weeks of base weekly pay per year calculated at the minimums set forth in the Master Agreement, to the ABC-NABET Retirement Trust Fund (the "Trust Fund"), which will be jointly administered by the Company and the Union. The contribution described in the immediately preceding sentence shall apply only to those regular employees who were existing participants in the ABC-NABET Retirement Trust Plan as of December 31, 2012, or who later otherwise are deemed participants pursuant to Sideletter HB-1 or Sideletter GQ, paragraph 14. No contributions shall be due for regular employees who are not participants in the Plan pursuant to the preceding sentence. Notwithstanding anything in this subsection (b) to the contrary, the Company shall not be required to make a contribution to the Trust Fund in any year in excess of the amount deductible under the Internal Revenue Code.

(See Sideletter GM.)

- (c) [No change.]
- (d) [No change.]
- (e) [No change.]
- (f) As of December 31, 2012, the Plan shall be closed to new participants, except to the extent provided in Sideletter HB-1 or as otherwise provided in Sideletter GQ, paragraph 14. Regular staff employees covered by the Master Agreement who are not participants in the Plan shall instead have a Company contribution equal to ~~four percent (4.0%)~~ **five and one-half percent (5.5%)** of their base weekly pay made on their behalf to the Communications Workers of America Savings and Retirement Trust ("SRT"), provided that any voluntary contributions by such employees to the SRT shall be limited to post-tax dollars and that the SRT continues to comply with Sideletter FB.

(g) [No change.]

(See Sideletter EF.)

Section 23.2

Within ~~one (1) year~~ **six (6) months** of the signing of the ~~2007-2011~~ **successor to the 2017-2021** Master Agreement, the Company will provide, by direct mail, each NABET-CWA-represented employee who is eligible for coverage under the Plans and has not already received such materials, a detailed written explanation of all insurance, disability and retirement plans available to NABET-CWA-represented personnel under Articles XXII and XXIII of this Agreement. A booklet that is made available to the employees of ABC generally will satisfy the requirements of this Section.

Section 23.3

The Company agrees not to make any proposal to terminate the ABC-NABET Retirement Plan ("Plan") or to effectuate a permanent cessation of accruals where such termination or cessation would be effective prior to ~~April 1, 2019~~ **December 31, 2034**. Nothing herein shall be construed to restrict the Company from making any proposals concerning the Plan not prohibited by the first sentence hereof. The Company will not make a proposal to abrogate the commitment set forth herein during the negotiations for a successor to the ~~2011-2017~~ **2017-2021** Master Agreement.

ARTICLE XXIV
ON-CAMERA APPEARANCES

Amend the current provision as follows:

Section 24.1

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

	<u>Effective 11/16/10</u>	
5 minutes or less	\$40.00	<u>\$ 45.00</u>
over 5 to 15 mins.	79.00	<u>\$ 89.00</u>
over 15 to 30 mins.	120.00	<u>\$135.00</u>
over 30 to 45 mins.	138.00	<u>\$154.00</u>
over 45 to 60 mins.	153.00	<u>\$170.00</u>
over 60 to 90 mins.	187.00	<u>\$209.00</u>
over 90 to 120 mins.	220.00	<u>\$246.00</u>
Promo – Unlimited use	60.00	<u>\$ 64.00</u>

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

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

ARTICLE XXVI
SICK LEAVE

Amend the current provision as follows:

Section 26.2

~~Effective April 15, 2017,~~ ~~†~~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)~~ nine (9) 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)~~ nine (9) 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.]

NABET-CWA Proposal 9/27/2021

ARTICLE XXVI
SICK LEAVE

Section 26.3 - Effects Agreement: California Healthy Workplaces, Healthy Family Act

Delete Section 26.3 from the Master Agreement

ARTICLE XXX
TERM OF AGREEMENT

Amend the current provision as follows:

Section 30.1

Basic minimum wage scales shall take effect on April 1, ~~2017~~ 2022 in all Agreements herein, and overtime based thereon, shall continue and remain in effect, except as otherwise herein provided. Other money items, penalties, allowances, upgrades and changes in classifications and other provisions in all Agreements shall be effective on April 1, ~~2017~~ 2022 except as otherwise herein provided.

Section 30.2

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

When employees are paid, they will receive a statement(s) showing the amount paid for base wages, any applicable deductions, and separate amounts paid for the appropriate period for each other item of compensation.

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

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

Section 30.3

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