

ABC-NABET Sports Event Agreement

Amend Section 2 of the Sports Event Agreement as follows:

2. Work Assignment Commitment:

(a) ESPN has requested that ABC provide technical services for certain specified events. As a result, ABC agrees to assign "A" Engineering Unit employees to perform live or tape program origination engineering work in the field for such ESPN produced sports events on The ABC Television Network, ESPN1 and ESPN2 ("ESPN Primary"), ESPN2, ESPN3, ESPN+, ESPN Deportes, ESPNNews, ESPN Classic, The Longhorn Network, ACC Network, and SEC-ESPN Network ("Additional ESPN Platforms") (with ESPN Primary and each Additional ESPN Platform when referenced collectively, referred to as "ESPN Platforms"), pursuant to all the terms and conditions of the 2017-2021 ABC-NABET Master Agreement ("Master Agreement") applicable to the "A" Unit, and any applicable successor agreement thereto, except as modified herein. The foregoing assignment commitment shall apply to engineering work for pre, post, half-time or wrap-around shows ("wrap shows") in connection with such events that originate either from the venue of the event or ABC Times Square Studios ("TSS"), except as otherwise provided herein. The parties acknowledge that this Agreement does not supersede or change the TSS Marquis/Atrium Four Wall Agreement, dated July 23, 2013, that pertains to studio shows that are not wrap programs for a sports event.

(b) The total number of work, work/travel, travel/work, travel only, sandwich days and days off out of town ABC assigns pursuant to this Agreement ("Covered Days"), shall equal or exceed ~~twenty-five thousand (25,000)~~ Eighty Thousand (80,000) Covered Days per calendar year, prorated in accordance with the number of full months after the effective date in the initial calendar year of this Agreement and before the terminal date in any calendar year in which a termination occurs.

(c) The parties understand and acknowledge that:

- i. This Agreement shall be subject to any assignment jurisdiction exceptions set forth in the Master Agreement (e.g., Sideletter EH relating to vendor employees), excluding only Sideletter EJ.
- ii. The commitment to assign ABC "A" Unit employees pursuant to this Agreement specifically excludes any work performed by ESPN in connection with programming at its Bristol, Connecticut, Los Angeles, California or any other ESPN leased or owned facilities.

- iii. The parties acknowledge that the client-producer already has crewing relationships and efficient methods for producing shows. As a result, the client-producer ESPN may choose, in its discretion, to utilize its own employees, those of subcontractors (e.g., crewing companies (such as Sammons Communications, LDM, Clarion North America Inc. Productions), third party production companies, vendors, universities or colleges) to perform work on any of the foregoing events or wrap programs, including on a “mixed- crew” basis, without any obligation to cover such persons under the Master Agreement, provided that employees of subcontractors or vendors shall not be permitted on covered sports events or wrap programs on the ABC Television Network except as permitted by the Master Agreement (e.g, Sideletter EH). **The parties further understand and acknowledge that in all cases, the technical crew shall be composed of no less than eighty-five percent (85%) “A” Engineering Unit employees, and no more than a total of fifteen percent (15%) ESPN employees, subcontractor employees, third party production companies, vendors, students and employees of colleges and universities.**
- iv. ESPN’s option to assign its own employees pursuant to the foregoing sub-paragraph 2(c)(iii) shall not be construed to permit ESPN to assign its own casual employees to the same event or wrap program to which ABC assigns daily hires pursuant to this Agreement. If ABC assigns employees pursuant to this Agreement to a particular event or wrap program, any ESPN employees assigned to the same event or wrap program shall be ESPN staff employees or regular full-time remote operations employees (“ROE”). An ESPN Casual Employee is defined as any employee other than an ESPN staff or ROE. The limitation set forth in this sub-paragraph shall not apply to any event or wrap program to which there are no ABC NABET-represented employees assigned. Nothing in this sub-paragraph shall be construed to reduce the Covered Days commitment set forth in paragraph 2(b).
- v. The parties acknowledge that the client has and will continue to have relationships with vendors of operational equipment who have supplied that equipment as well as the vendor’s own employees. Accordingly, the limitations set forth in Sideletter EH shall not apply to events or wrap programs produced for any ESPN Platforms.
- vi. Nothing in sub-section 2(c) shall be construed to diminish the minimum Covered Days commitment set forth in sub-section 2(b) or the remedy for breach thereof set forth in section 10.

(d) This Agreement covers ESPN Time-Buys on the ABC Television Network, as defined in the ABC/NABET-CWA Time-Buy Agreement. However, this Agreement shall not cover other third-party Time-Buys on the ABC Television Network or Time Buy(s) on any ESPN Platform. If ABC obtains an agreement to provide technical

crewing services for any such Time-Buy(s), then it will notify NABET of such agreement. ABC shall then apply this Agreement to any sports events or wrap shows produced in connection with any such non-ESPN Time-Buy on the ABC Television Network or Time-Buy on an ESPN Platform, and any days assigned for such sports events or wrap shows shall count toward the Covered Days set forth in paragraph 2(b) above.

(e) Within sixty (60) calendar days of the end of the first full month after the execution of this Agreement and within thirty (30) calendar days of each month thereafter, ABC will provide NABET-CWA with a report in substantially the same format as the current ABC Daily Hire report of all work performed under this Agreement.

(f) For any event or wrap show to which NABET-represented employees are assigned pursuant to this Agreement, ABC will provide the NABET-CWA in advance with a Crew List with the same information that is currently being provided, **and additionally encompassing the full roster of the technical crew, including all job functions and positions, and indicating the employment status for each technical position (e.g. Daily Hires, ROEs, vendors, subcontracted employees, individuals hired by third parties, students, etc.).** Such Crew List shall be provided no later than ~~two (2)~~ **five (5)** days prior to **the first NABET-represented employee arriving on-site for a work assignment.** ~~such event.~~ However, the parties acknowledge that crew scheduling often involves assignments and changes close to the time of the event or show and so reports may have inaccuracies or omissions. In the event that there are any changes to the crew subsequent to ABC providing the foregoing information, ABC shall provide NABET-CWA with timely updated information.

(g) In accordance with past practice, and Sideletters BP and DB, or other provisions of the Master Agreement, the parties acknowledge that this Agreement shall not apply to any inserts, segments or other material produced by ESPN or any other outside producer that appears on ABC's air.

ABC-NABET Sports Event Agreement

Amend Section 3 of the Sports Event Agreement as follows:

3. Terms and Conditions of Employment:

(a) The terms and conditions applicable to the assignments pursuant to paragraph 2 above, Work Assignment Commitment shall be those set forth in the 2017-2021 Master Agreement and any successor thereto, subject to the special conditions set forth in this paragraph 3:

- i. Utilities: ~~NABET agrees that~~ The rates and special conditions applicable to Field Utilities under the Master Agreement shall apply, to those assigned under this Agreement, provided that: (1) the twenty (20) day lifetime cap on utilization; (2) the provision under which ABC loses the ability to hire an employee at the field utility rate if ABC has previously upgraded an employee to a higher classification; and (3) the requirement to hire one employee at the Utility rate for every four (4) field utilities assigned, all as set forth in Sideletter GK, shall not be applicable. "Special conditions" for Field Utilities engaged pursuant to this Agreement include the inapplicability of the payment in lieu of benefits, pension and the vacation, contributions to the Flex Plan, as well as the provisions relating to company paid life insurance. The parties expressly further acknowledge that ABC shall not be required to hire an employee at the higher Utility rate because ABC hired the employee at a rate higher than the Field Utility rate in the past.
- ii. Per Diem Checks Payments: ~~ABC need not pay per diem checks on site to any employee assigned pursuant to this Agreement. Per diem payments pursuant to Section 7.7(a) shall be made with the wage payment for such engagement(s).~~ However, on assignments lasting ten (10) or more consecutive days, an employee may elect to receive per diem payments for the entire engagement via a pre-paid debit card, at the start of the engagement.
- iii. Night Shift Differential: ~~Night shift differential shall not apply to employees covered by this Agreement.~~
- iv. Retirement Plan: ~~The qualifying threshold set forth in Sideletter FB for contributions to the CWA Savings and Retirement Trust shall not apply to any days assigned pursuant to this Agreement.~~

- v. Vacation Payment: The qualifying threshold set forth in Section A14.2(f) for payments in lieu of vacation shall not apply to any days assigned pursuant to this Agreement.

- vi. Terms Applicable To ESPN Platforms: With regard to the ESPN Platforms to which ABC assigns employees covered by this Agreement:
 - (a) The maximum overtime premium shall be one and one-half times the regular rate of pay, except that, effective January 1, 2015, work performed in excess of ten (10) hours on a ten (10) hour call, and eight (8) hours on an eight (8) hour call, on New Year's Day, Memorial Day, Labor Day, Thanksgiving and Christmas Day, shall be compensated at a rate equal to two (2) times the straight time rate of pay.

 - (b) With regard to assignments to ESPN Platforms, there shall be a ~~thirty-five dollar (\$35)~~ **Forty Dollar (\$40)** per day contribution to the Entertainment Industry Flex Plan ("Flex Plan"), a **Fifteen Dollar (\$15) per day contribution to the retirement savings plan (SRT or Flex 401(k) Plan) designated by the employee pursuant to Sideletter FD-1**, plus an additional ~~\$20~~ **Thirty Dollar (\$30)** per day payment in lieu of benefits ("PILB"), payable for those days a payment in lieu of benefits would be due under the Master Agreement.

Effective ~~April 20, 2019~~ **April 1, 2024**, the Company will make a ~~thirty-five dollar (\$35)~~ **Forty-Five Dollar (\$45)** per day contribution to the Flex Plan, a ~~five dollar (\$5)~~ **Twenty Dollar (\$20) per day** contribution to the retirement savings plan (SRT or Flex 401(k) Plan) designated by the employee pursuant to Sideletter FD-1, and an additional ~~twenty dollar (\$20)~~ **Thirty Dollar (\$30)** per day PILB, payable for those days such payments would be due under the Master Agreement.

Except as specifically set forth above, Sideletter FD-1 shall apply in all respects.

In the event that the Entertainment Industry Flex Plan ceases to exist, the Company and the Union will meet promptly to discuss and agree upon an appropriate substitute thereto.

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

(4) Only for ESPN Platforms, in order to accommodate the client's crewing relationships for finding and paying utilities for the large number of events involved, ESPN may continue to engage a crewing company to engage utilities (*e.g.*, Kwoc) and such utilities shall not be covered by the Master Agreement. The foregoing sentence shall not apply to events and wrap shows on the ABC Television Network. In all cases, the technical crew shall be composed of no less than eighty-five percent (85%) "A" Engineering Unit employees, and no more than a total of fifteen percent (15%) ESPN employees, subcontractor employees, third party production companies, vendors, students and employees of colleges and universities.

vii. With regard to all covered platforms to which ABC assigns employees covered by this Agreement:

- (1) The first meal period shall be no less than thirty (30) minutes and shall ~~not~~ count toward the computation of overtime for any all purposes. On set up days, reasonable additional meal time, beyond thirty (30) minutes as necessary, shall be provided for employees to obtain a meal, except when an on-site meal is provided.
- (2) The meal penalty for "missing" a first meal shall be a single payment of one (1) hour of overtime at the employee's rate of pay on the event or wrap show on which such meal occurred.

viii. There shall be a minimum of ten (10) hours between the end of an employees' original schedule or any extension thereof on any work day and the start of the next. 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. This paragraph shall not apply to travel-only days.

ix. With respect to an employee on an assignment that requires the employee to stay away from home overnight and, with the approval of management, who uses the employee's own vehicle to travel from the hotel to the covered event or wrap show, the Company shall reimburse such employee for travel between such accommodations and the remote site. Reimbursement shall be at the applicable IRS mileage rate, and take into consideration the most direct route possible between the hotel and the remote site.

Mileage shall not be reimbursed if the employee is a passenger in a carpool, or is provided a shuttle or other Company transportation. Nothing herein shall be construed to require adding work time to the schedule, or alter the provisions of Section 16.6(b).

~~(b) Daily Hire Cap: Employees engaged pursuant to this Agreement will not count toward the 50% daily hire utilization allowance provided in the 2017-2021 Master Agreement or any successor thereto.~~

(c) Negotiations Concerning Changes: Except as the parties may otherwise agree, any changes in wages and working conditions will be made as agreed upon (including the effective date of such changes) in the 2017-2021 Master Agreement or any successor thereto applying during the term of this Agreement.

(d) If the Company requires that an employee participate in internet-based training (e.g., new graphics packages, operating systems, safety, timekeeping) or perform administrative tasks (e.g., complete travel and expense reports), other than at the site of the remote, the Company shall pay employees ~~Twenty Dollars (\$20)~~ **Forty Dollars (\$40)** per hour for such training or administrative work, but in no event shall an employee be paid less than one (1) hour. No payment in lieu of benefits, payment in lieu of vacation or payment in lieu of pension pursuant to the terms of the Sports Agreement or Master Agreement shall be due for hours spent on such work. In addition, such time shall not count for purposes of the daily hire life insurance threshold set forth in Section A14.2(h).

Employees shall only receive compensation pursuant to this paragraph (d) for time spent on management-approved training programs. As per past practice, employees shall not receive such compensation for booking their own travel arrangements and accommodations.

With regards to the completion of expense reports or other administrative work, such work shall be completed during working time at the remote site or during the employee's "travel only", "travel-work" or "work-travel" day. Employees are not authorized to submit time for completion of expense reports or administrative work performed away from a remote assignment or outside of a "travel only," "travel-work" or "work-travel" day unless they receive management authorization.

The parties acknowledge that any training or administrative tasks performed while at the airport or on the common carrier on a “travel only” day shall not be paid any additional amount, and the payment set forth in Section A14.3(b) **16.4(a)** shall be deemed inclusive of such tasks.

If the Company requires that an employee attend or call in for pre- or post-production meeting(s), the employee shall be paid his/her regular straight time hourly rate for the actual time spent in such meeting(s), but in no event shall an employee be paid less than thirty (30) minutes.

No payment in lieu of benefits pursuant to the terms of the Sports Agreement or Master Agreement shall be due for time spent in such meeting(s). In addition, such time shall not count for purposes of the daily hire life insurance threshold set forth in Section A14.2(h). However, such time shall be included for purposes of the payment in lieu of pension and payment in lieu of vacation calculations set forth in Sideletter FB and Section A14.2(f).

(e) Section 26.2 of the Master Agreement shall not apply to any days covered by this Sports Agreement, ~~and the provisions of Sideletter FO shall apply to such days.~~

ABC-NABET Sports Event Agreement

Amend Section 4 of the Sports Event Agreement as follows:

4. Mutual Work Force Stability Commitments:

(a) No Strike/No Interference: Notwithstanding the expiration of the 2017-2021 Master Agreement, or any successor thereto, NABET-CWA, its constituent locals and their respective executive boards (“Union”), agree that through December 31, 2029 ~~2034~~, neither the Union, nor their officers, agents or members, will authorize, aid, encourage, direct, abet or participate in any strike or picketing or in any other way interfere with the operations of any sports event or wrap show on the ABC Television Network or on any ESPN Platform, or any other ESPN facility or production. The Union further agrees not to fine, expel or otherwise discipline any of its members for performing work for ESPN, or in any other way attempt to interfere with its members performing work or work assignments for ESPN. ~~In addition, ABC may cease engaging or discipline any employee assigned pursuant to this Agreement for refusal to cross a picket line established by any labor organization.~~

(b) No Lock-Out Commitment: ABC agrees that there will be no lockout of employees covered by this Agreement through December 31, 2029 ~~2034~~.

(c) Union Security Commitment: Through and including December 31, 2029 ~~2034~~, Sections 3.1 and 3.2 of the Master Agreement shall apply with respect to NABET-represented employees assigned pursuant to this Agreement.

(d) Limitation of Claims: The Union agrees that with respect to both the ABC and ESPN organizations, that it will not seek to (i) expand its work jurisdiction beyond what is expressly provided for in the 2017-2021 Master Agreement, any successor thereto, or this Agreement; (ii) claim or assert jurisdiction, recognition or other representational rights, through a grievance, unit clarification or other legal proceeding (including arbitration, NLRB or Federal or State Court actions, etc.), over any individuals performing work or work assignments for either ESPN, ABC, or their parents, subsidiary or affiliated organizations, based on the work opportunities afforded and the work force arrangement contemplated by this Agreement. Notwithstanding the foregoing paragraph, the Union may invoke the National Labor Relations Board’s process for seeking a representation election in accordance with Section 9(c) of the NLRA, or any successor provision thereto.

NABET-CWA Proposal 9/27/2021

ABC-NABET Sports Event Agreement

Amend Section 6 of the Sports Event Agreement as follows:

6. Effective Date: This Agreement shall be effective April 1, 2017 2022.

ABC-NABET Sports Event Agreement

Amend Section 7 of the Sports Event Agreement as follows:

7. Termination of Agreement:

(a) This Agreement shall terminate on December 31, 2029 2034.

(b) ABC shall be entitled to terminate this agreement in its sole discretion:

(i) In the event there is a work stoppage (including a sympathy strike) or interference with operations of any kind by the Union in violation of paragraph 4(a), including sports events and wrap programs on the ABC Television Network or any local television Station(s) that are part thereof.

In the case of a work stoppage or any other interference with operations covered by paragraph 4(a) which the Union, including any of its officers or agents, has not expressly or impliedly directed, solicited or incited, ABC shall not be entitled to terminate this Agreement until forty-eight (48) hours after the Union has been given notice of such work stoppage or interference. Such notice may be given orally or in writing, and written notice shall be deemed effective when sent via Telefax and email to ~~Charlie Braico~~, NABET-CWA Sector President, 501 Third Street NW, 6th floor, Washington, DC 20001, fax: (202) 434-~~14261-109~~, Email: ~~cbraico~~NABET-CWA@cwa-union.org. During such forty-eight (48) hour period, the Union shall be provided with the opportunity to order, both orally and in writing, any employees engaged in such work stoppage or other interference with operations to cease and desist immediately. If the Union does not or refuses to do so or such employees fail to cease and desist from any such work stoppage or interference within such time period, ABC may thereupon terminate this Agreement.

(ii) [No change.]

(iii) [No change.]

(iv) [No change.]

(c) [No change.]

(d) [No change.]

(e) [No change.]

ABC-NABET Sports Event Agreement

Amend Section 9 of the Sports Event Agreement as follows:

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

ABC-NABET Sports Event Agreement

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

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

National Hockey League Streaming Amendment

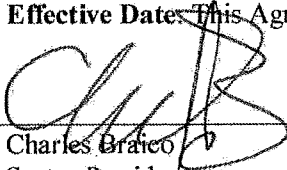
NABET-CWA ("Union") and American Broadcasting Companies, Inc. ("ABC") agree to amend the Sports Event Agreement, which is part of the NABET-CWA/ABC Master Agreement, as follows:

1. **Purpose:** ESPN has been adding additional sports events coverage to its internet streaming platforms. Specifically, if not for the Pandemic, twenty (20) NCAA BIG 12 Conference Men's College Basketball games, as well as numerous Little League Baseball World Series Qualifying games, *Top Rank Boxing*, the *Ariel And The Bad Guy* UFC wrap show, and U.S. Open Tennis qualifying matches would have been streamed exclusively on ESPN+ in 2020.


As sports event programming continues to recover from the effects of the Pandemic, ESPN Productions, Inc. ("ESPN") is now in discussions with ABC to allow ABC to provide future technical services for additional sports event programs on ESPN+ and ESPN3. Specifically, ESPN recently entered into a seven year rights agreement with the National Hockey League to broadcast, cablecast or stream hockey games ("Programs"), the large majority of which ESPN intends to stream on ESPN+ or ESPN3. ESPN3 is a digital streaming service where the viewer can watch sporting events live without cable through fuboTV, Sling TV, Hulu with Live TV, YouTube TV and AT&T TV Now.

ABC wishes to extend the opportunity to apply the Sports Agreement to Programs on the E+ and E3 internet platforms in order to deal with the effects of lost work in the classifications traditionally covered by the parties' Master Agreement ("NHL Agreement").

2. **Work Assignment Commitment:** Provided ESPN engages ABC to provide technical services for future ESPN+ and ESPN3 Programs, ABC agrees to assign "A" Engineering Unit employees to perform live or tape program origination work in the field, from the venue of the event, for the Programs, pursuant to Sports Agreement Sections 2(b), 2(c), 2(e), 2(f), 3, 4, and 7 through 12. It is the parties' intention that the terms and conditions applicable to the Additional ESPN Platforms, as set forth in the Sports Event Agreement, shall apply to employees engaged on the Programs, and not the terms applicable to the ABC Television Network and the ESPN Primary Platforms.
3. **Mutual Work Force Stability Commitments:** The parties hereby agree to amend Section 4 of the Sports Agreement to extend the No Strike, No Interference, No Lock Out and Union Security Commitments through December 31, 2034.
4. **Complete Agreement:** This Agreement shall supersede the Parties' Experimental Agreement dated December 13, 2018, regarding *Top Rank Boxing/Ariel and The Bad Guy* on ESPN+, the coverage requirements of which have already expired by its terms, and paragraph 4(b) of the March 9, 2018 Amendment to the Sports Event Agreement.
5. **Effective Dates:** This Agreement shall be effective August 18, 2021.

By: 
Charles Braico
Sector President
NABET-CWA

Date: 8-24-21

By: 
Sean T. Quinn
Managing Vice President, Labor Relations
ABC, Inc.

Date: 8/24/21