

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 7.7(d)**

Amend Section (d) as follows

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. **When such hotel room or equivalent accommodation is provided by Network News due to inclement weather, the Company will reimburse the employee for additional parking expenses directly related to 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*The grievance in New York relating to the transportation strike is withdrawn and shall not be refiled.*

November 1, 2021

ABC, INC.

PROPOSALS

General Articles

Section 24.1 – On-Camera Appearances

Amend the provision as follows:

Planned on-camera appearances of employees, except panoramic shots, incidental shots of employees in the audience area, **crowd area, control room, or in a newsroom, the playing area or stands**, 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 11/16/10-4/1/2022</u>
5 minutes or less	<del>\$40.00</del> <b>\$44</b>
over 5 to 15 mins.	<del>79.00</del> <b>\$87</b>
over 15 to 30 mins.	<del>120.00</del> <b>\$132</b>
over 30 to 45 mins.	<del>138.00</del> <b>\$151</b>
over 45 to 60 mins.	<del>153.00</del> <b>\$167</b>
over 60 to 90 mins.	<del>187.00</del> <b>\$205</b>
over 90 to 120 mins.	<del>220.00</del> <b>\$241</b>
Promo – Unlimited use	<del>60.00</del> <b>\$123</b>

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.

**[Conform A14.3(a) to apply General Articles 24.1 to Daily Hires]**

ABC, INC.

PROPOSALS

General Articles

Section 30.3

Amend the section to read as follows:

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

**ABC, INC.**

**PROPOSALS**

**Newswriters Agreement – San Francisco**

**Section F3.8**

Amend the section to read as follows:

On all commercial local television news programs of fifteen (15) minutes or longer where pursuant to this Agreement a Newswriter-Producer is required to be assigned or is in fact assigned, the Company shall designate one (1) such employee as the Producer and pay him or her a fee in accordance with the following schedule:

<u>Length of Program</u>	<u>Producer Fee</u>
Fifteen (15) minutes or more but less than thirty (30) minutes	\$ 8.50
Thirty (30) minutes or more but less than one (1) hour	\$18.00 (effective April 15, 2017)
One (1) hour or longer	\$28.00 (effective April 15, 2017)

**If a show producer working from their residence is communicating with a Newswriter-Producer who is their onsite liaison in the control room, such Newswriter-Producer shall receive a producer fee of \$12.00.**

In no event shall the Company be required to designate more than one (1) employee as the Producer of a program covered under this Paragraph, even though other employees may be performing production duties on such program, and the designation of an employee hereunder as a Producer shall in no event impair the right of the Company to require such employee to perform his or her normal duties during any period covered by such designation. Where more than one employee is assigned to a program which is subject to Producer fees hereunder, the Company will in good faith designate as Producer the employee who makes the greater contribution in producing the program. Nothing in this Paragraph shall be construed to affect those provisions of this Agreement dealing with the duties and assignments of Newswriters-Producers.

**ABC, INC.**

**PROPOSALS**

**Newswriters Agreement – Los Angeles**

Section O3.11(a)

Amend the section to read as follows:

- (a) If a Newswriter is assigned by the Company to serve as the Producer of a commercial local television program, he or she shall be paid a Producer fee in accordance with the following schedule:

<u>Length of Program</u>	<u>Producer Fee</u>
Five (5) minutes	\$4.50
More than five (5) minutes but less than thirty (30) minutes	\$15.00
Thirty (30) minutes or more but less than one (1) hour	\$30.00
One (1) hour or longer	\$45.00

**If a show producer working from their residence is communicating with a Newswriter who is their onsite liaison in the control room, such Newswriter shall receive a producer fee of \$12.00.**

**ABC, INC.**  
**PROPOSALS**

**The following Company proposals are withdrawn:**

K3.11(e)

O3.11(e)

Sideletter FG

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter FB Daily Hire Defined Contribution Plan**

Modify the current Sideletter as follows:

Effective September 27, 2003, 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%) 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 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 provided all of the above conditions are satisfied.

**In addition, there shall be a one-time election made by the employee by August 15, 2022, to change their election from the originally elected plan to another plan that meets the qualifications of the immediately preceding paragraph. Such election shall be effective beginning January 1, 2023.**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter HS “F”, “K”, “O”, and “P” and “R” Units Daily Hire Reports**

Modify the current Sideletter 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, 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 change.



ABC, INC.

PROPOSALS

Sideletters

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

Modify the current Sideletter 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 quarterly basis, the Company will provide 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 date the material first appeared, the length of such material, and the department from which the material originated.**

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~~ **[date of ratification to the successor to the 2017-2021 Agreement]** shall be laid off during the term of ~~the~~ **such** successor ~~to the 2011-2017 Master Agreement~~ as a direct result of the provisions of this Sideletter.

November 1, 2021

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter [New #2] (Segment / Specialty Producers Paid On A Salary Basis)**

The following shall apply with respect to staff Segment/Specialty Producers hired on or after April 1, 2017 and covered by the F, K and O provisions of the successor to the 2017-2021 Master Agreement.

1. **Professional Status:** Segment/ Specialty producers are professional employees and supervisors within the meaning of the Fair Labor Standards Act, and should be paid in a manner consistent with their profession and responsibilities. To that end, provided the Station offers a Segment/ Specialty producer a personal services contract (“PSC”) on at least the terms set forth in this Sideletter, such terms shall be in lieu of all other fees, penalties and other compensation provided for in the Master Agreement, including but not limited to premium pay for any hours worked in excess of eight (8) in a day, forty (40) in a week or for work on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day, upgrades, meal penalties and fees (e.g., compensation for holidays worked and Sideletter CE(4), K3.2, 03.2).
2. **Minimum Salary:** The Station shall offer Segment/ Specialty producers an annual salary of not less than \$107,000.00.
3. **Personal Services Agreements:** The minimum term of the above-referenced PSC shall be Fifty-Two Weeks. Cycles, notice and other provisions shall be freely negotiable.
4. **Special Severance Provision:** In lieu of Articles XI, XIV and XV, relating to severance, layoff and discharge, and in lieu of any other remedies, the following shall apply to a Segment/ Specialty producer. Any such Segment/ Specialty producer who is laid off or discharged (other than for insubordination, reporting to work intoxicated or under the influence of illegal drugs, dishonesty or gross misconduct), will be entitled to severance pay on the basis of one week’s pay at the Segment/ Specialty producer’s negotiated weekly pay or the one-fifty second of minimum set forth in paragraph 2 of this Sideletter, whichever is greater, provided such employee executes an Agreement and General Release prepared by and satisfactory to the Company.
5. **Workload:** In light of the creative nature of their job duties, including writing, editing, shooting and/or producing, Segment/ Specialty producers shall be expected to work the hours of salaried employees. If, in the opinion of the employee, she or he is required to work an unreasonable amount of overtime or is given an unreasonable workload, the matter may be taken up under the grievance machinery.

November 1, 2021

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter [New #3] (Outside Services)**

Add the following new Sideletter:

During the negotiations for the successor to the 2011-2017 Master Agreement, the Company proposed a New Sideletter #5 “Outside News Services” (Proposed September 20, 2016 and modified October 14 and 17, 2016). The Company withdrew that proposal on the condition that the Union agreed to put on the record what was discussed on November 18, 2016, concerning the Company’s rights under Sideletter DN, Paragraph 4. That agreed-upon bargaining history is as follows:

“On November 18, 2016, the Company stated that services like Stringr, may gather news or other programming material on iPhones, iPads, Samsung phones, and other personal communication devices. In those instances where such devices are used to gather material, the parties agreed the Company can request specific video to be provided to the Company by outside services like Stringr, and such material may be used on broadcast, without violating any provision of the Master Agreement.”

During the negotiations for the successor to the 2017-2021 Master Agreement, the parties again discussed the use of outside services (e.g. Stringr) and agreed that, on a quarterly basis, the Company will provide to the Sector a report containing the date and subject matter of material utilized for broadcast from such outside service(s).

**ABC, INC.**  
**PROPOSALS**  
**Sideletters**

**NABET-CWA – ABC Sports Event Agreement**

Amend Section 2(a) as follows:

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, ESPN+ and ESPN2 (“ESPN Primary”), ESPNU, ESPN3, ESPNNews, ESPN Classic, The Longhorn Network, ~~and~~ ACCN, SEC-ESPN Network, **ESPN+, ESPN3 and SEC+** (“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 **successor to the** 2017-2021 ABC-NABET Master Agreement (“Master Agreement”) applicable to the “A” Unit, and any applicable successor agreement thereto, except as modified herein.  
**[remainder unchanged]**

November 1, 2021

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 1<sup>st</sup> 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