

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 2.2**

Revise the current provision as follows:

- (a) [No change.]
- (b) The Union agrees to furnish a list of all the representative Local Stewards and Officers to each office of the Company, and to notify the office promptly in writing of any change in the list. [Delete the remainder of this subsection.]
- (c) Delete.

Conform the Agreement by deleting Sideletter DU.

**ABC, INC.**

**PROPOSALS**

**General Articles**

Section 6.1 (Transfer Of Work)

Delete.

February 22, 2011

**ABC, INC.**

**PROPOSAL**

**General Articles**

Section 6.2 (Compliance With Legal Obligations On Work Transfer)

Add a new section to read as follows:

**“The parties clearly and unequivocally agree that the only restrictions on the transfer, subcontracting or relocation of work or work functions, in whole or in part, by the Company are those that exist, if at all, in accordance with the then applicable law under the National Labor Relations Act at the time such transfer, subcontracting and/or relocation occurs. Any provisions of the Master Agreement, arbitration awards, grievance settlements or practices that might be construed to restrict the Company’s rights to transfer, subcontract or relocate work or work functions are null and void to the extent necessary to eliminate any such restriction(s).”**

February 22, 2011

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 8.1**

Amend the present provision to read as follows:

“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, **excluding** ~~including~~ meal periods where applicable. 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 (1<sup>st</sup>) day.”

Conform all sections of the Agreement, including all Individual Unit Agreements, to exclude meal periods where applicable from computation of hours worked.

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 8.2**

Amend the present provision to read as follows:

A regular work week is defined as consisting of any five (5) regular work days, as defined above, for a total of forty (40) hours, and as beginning at 12:01 A.M. Saturday and continuing until 12:00 Midnight the following Friday. Each employee shall have two (2) consecutive days off each week. For this purpose, Friday and Saturday, if consecutive, shall be consecutive days off. No later than 7:00 P.M. of the preceding Tuesday (Wednesday in the event any of the following holidays should be celebrated on Monday or Tuesday: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Christmas Day and two (2) "floating" holidays designated by the Company under its policy applicable to unrepresented personnel), the Company shall post at the home office the work schedule of employees for the ~~nine (9)~~ **seven (7)** day period beginning at 12:01 A.M. Saturday. ~~If the schedule is not posted in accordance with the forgoing, it will automatically be the same as the last one posted.~~

[Remainder of Section unchanged]

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 8.3**

Amend the present provision to read as follows:

“There shall be a minimum of ~~twelve (12)~~ **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)~~ **thirty-four (34)** hours off consecutively and two (2) days off, ~~sixty (60)~~ **fifty-eight (58)** hours.”

[Remainder of Section unchanged]

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 8.4**

Modify to read as follows:

- (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 sixteen (16) hours at one and one-half (1 ½) times the employee's regular rate of pay.

[Subsection 8.4(b) remains unchanged]

Conform all sections of the Agreement, including all Individual Unit Agreements, to exclude meal periods where applicable from computation of hours worked.

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 8.5**

Amend the present provision and delete current Subsections 8.5(b) and (c) to read as follows:

- (a) “Hours worked outside of a regular work week or a regular work day, **excluding meal periods**, shall be regarded as overtime and compensated at time an one-half (1-1/2) times the regular rate of pay ~~in one-tenth (1/10) of an hour segments~~, 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 one (1) hour 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 forgoing sentence shall not be construed to eliminate or shorten overtime pay due an employee because of minimum calls on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) 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) ~~If, on any particular studio assignment, an employee's shift is extended, at, or within fifteen (15) minutes of, the conclusion of the shift in fifteen (15) minute increments more than twice, the third and any subsequent extension for that assignment shall be for a period of no less than thirty (30) minutes.~~
- In extending a tour, the Company will 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 (6<sup>th</sup>) or seventh (7<sup>th</sup>) day, the Company may schedule such employee(s) in accordance with such mutually satisfactory arrangement between the Company and employee of any such day, provided such call is not less than four (4) hours.~~ **The Company may schedule employees to a four (4), five (5), six (6) or eight (8) hours of work on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day.**
- (d) **In calculating whether an employee has worked any hours outside of a regular workweek (including sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) 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, including but not limited to days while on vacation, pay-back days, union leave of absence, released for grievance or other Union-Company**

**meetings, or sick or short-term disability leave or any authorized or unauthorized absence, shall be excluded and not be counted.”**

Conform all sections of the Agreement, including all Individual Unit Agreements, to exclude meal periods where applicable from the computation of hours worked.

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 8.6(a) (Changes in Employees' Day or Days Off)**

Amend the current provision as follows:

“Changes in Employees' Day or Days Off – The posting of the ~~nine (9)~~ **seven (7)** day schedule referred to in Section 8.2 shall freeze the employees' days off for the following ~~nine (9)~~ **seven (7)** day period **provided, however, an employee may voluntarily change days off (including a change to non-consecutive days off) with the approval of management.**”

ABC, INC.

PROPOSALS

General Articles

Section 8.6(b) (Work on Scheduled Day Off)

Amend the current provision as follows:

An employee may be required to work on a scheduled day off. ~~Seventy-two (72)~~ **Sixteen (16)** hours' notice prior to 12:01 A.M. of the scheduled day off must be given, except if less notice is given a Twenty-One Dollar (\$21.00) penalty shall be paid. Except as provided in the following paragraph, in the event that such notice is given within such ~~seventy-two (72)~~ **sixteen (16)** hour period, at least eight (8) hours must elapse between the end of the employee's previous tour and the start of a tour on any originally scheduled day off. If less than eight (8) hours elapse and the employee agrees to work, then the elapsed time will be paid for as time worked and all hours will be paid for as one (1) continuous tour. In the event that the Company notifies an employee to report for work on a scheduled day off and then cancels such tour less than ~~seventy-two (72) hours but more than twenty-four (24)~~ **sixteen (16)** hours prior to the scheduled starting time of work on such day off, the employee shall be paid a penalty of Thirty-Six Dollars (\$36.00), ~~however, such employee shall be paid for such tour if (i) after such cancellation, he or she is again notified to report for work on such scheduled day off and the employee's tour is again canceled, or (ii) the Company cancels such tour upon less than such twenty-four (24) hours' notice.~~

**ABC, INC.**

**PROPOSALS**

**General Articles**

Section 8.6(c) (Daily Schedule Changes)

Delete the present language and substitute as follows:

- (i). **Notice of daily schedule changes affecting starting time shall be given ten (10) hours in advance of the changed starting time, but not later than 7:00 PM of the work day prior to the day in question, except that in the event an employee is notified after 7:00 PM of a starting time schedule change or is given less than ten (10) hours' advance notice a penalty of Fourteen Dollars (\$14.00) shall be paid. Starting time referred to above means either the original posted time or the new in-time, whichever is earlier.**
- (ii). In lieu of the preceding paragraph, on scheduled held pick-ups or authorized Company business requiring travel and/or work away from the home office overnight, notice of daily schedule changes affecting starting time shall be given ten (10) hours in advance of the changed starting time, but not later than ~~7:00~~ **9:00** PM of the work day prior to the day in question, except that in the event an employee is notified after ~~7:00~~ **9:00** PM of a starting time schedule change or is given less than ten (10) hours' advance notice a penalty of Fourteen Dollars (\$14.00) shall be paid. Starting time referred to above means either the original posted time or the new time-in, whichever is earlier.
- (iii). In lieu of the first paragraph of this section, on: (1) news field assignments not covered by the second (2<sup>nd</sup>) paragraph of this Section using electronic cameras capable of being hand-held and associated equipment; and (2) news programs involving extended or special news coverage effective for all days of the coverage following the day the coverage begins (for all employees assigned, e.g., editing, studio, graphics, maintenance, etc.)

notice of daily schedule changes affecting starting time shall be given ten (10) hours in advance of the changed starting time, but not later than ~~7:00~~ **9:00** PM of the work day prior to the day in question, provided that (i) in the event an employee is notified after ~~7:00~~ **9:00** PM of a starting time schedule change or is given less than ten (10) hours' advance notice, a penalty of Fourteen Dollars (\$14.00) shall be paid; or (ii) in the event an employee is notified after 11:00 PM of the work day prior to the day in question, the change in starting time can only be made by adding work time to the previously scheduled hours at overtime rates as specified in Section 8.5. ~~The addition of such work time pursuant to (ii) shall be in lieu of the penalty set forth in (i) of this subparagraph.~~

[Remainder of Section unchanged.]

ABC, INC.

PROPOSALS

General Articles

Section 14.1 (b)

Amend the present provision to read as follows:

“Alternatively to the rights stated in subparagraph (a) above, the Company may elect in its sole discretion to utilize the provisions of this subparagraph (b) in a discharge for “unsatisfactory performance”. For purposes of Section 14.1(b), “unsatisfactory performance” shall be deemed to include the inability or unwillingness to perform the particular work required by the Company. “Unsatisfactory performance” shall also include excessive absenteeism and lateness. The following terms and conditions shall apply:

- (1) Prior to the effectuation of any discharge under this subparagraph (b), an employee shall be so notified in writing and a copy of said notice sent to the Local Union President or his or her designee. The failure of management to have previously notified a dischargee that his or her performance has not been consistently satisfactory may not form the basis for any contention by the Union, or for any finding by an Arbitrator, that the Company’s determination hereunder is arbitrary or capricious. The employee, thereafter, will be afforded an eight (8) week minimum period of time to establish and maintain a satisfactory level of performance. Such notice to the employee that is provided shall be in writing and state that it constitutes notice under Section 14.1(b), but such notice shall not preclude the Company from imposing discipline on such employee under Section 14.1(a). If, for a period of ~~twelve (12)~~ **twenty four (24)** consecutive months following such notice the employee’s overall performance is satisfactory, an employee shall no longer be subject to that particular notice of discharge.
- (2) [No change]
- (3) [No change]
- (4) If the Union determines not to arbitrate a Section 14.1(b) termination, and the termination shall therefore be deemed accepted, the employee shall be entitled to receive a severance payment in the amount equal to ~~three (3)~~ **one and one-half (1.5)** weeks per year for each full year of ~~service~~ **Total Company Seniority** with a cap of ~~twelve (12)~~ **six (6)** months of pay at the minimum wage scale set forth in the Master Agreement, provided that the employee executes a general release satisfactory to the Company, and the Union agrees in writing not to pursue the discharge of this employee in this or any other

legal proceeding. If this general release and Union agreement ~~is~~ **are** not executed, no severance will be due.

(5) [No change]

ABC, INC.

PROPOSALS

General Articles

Section 18.6

Amend the present provision as follows:

The extra day off referred to in Sections 18.4, 18.5 and 18.8 shall be designated by the Company and add twenty-four (24) hours to the ~~sixty (60)~~ **forty-eight (48)** specified in Section 8.3. The Company will make a reasonable attempt to satisfy the wishes of the individual employee in scheduling such extra day off, and such day may be added to the employee's vacation by mutual agreement. No such holiday credit shall be repaid before the holiday except by mutual agreement between the employee and the Company, and in the event the Company does not give such extra day off within twelve (12) months following the holiday, the employee shall receive one (1) day's straight time pay.

[Remainder of provision unchanged.]

**ABC, INC.**

**PROPOSAL**

**General Articles**

**Section 19.10**

Clarify this Section by adding at the end the following:

**“The Company may schedule any or all vacation blocks during show hiatus periods for employees assigned to show production or post-production activities.”**

February 22, 2011

**ABC, INC.**

**PROPOSAL**

**General Articles**

**Section 19.11**

Delete present provision and replace as follows:

**“During the negotiations for the successor agreement to the 2007-2011 Master Agreement, the parties discussed their mutual desire to give all employees the opportunity for a vacation during summer periods, which for purposes of this section shall include June through September. In order to achieve that objective, the parties agree that no employee may select more than two weeks of vacation during such period on the first pick unless authorized in writing by the Company and the Union Vacation Committee.”**

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 20.12 (Limitations On Impartial Umpire's Authority)**

Add the following as a new last paragraph:

**“The Impartial Umpire shall have no authority to consider any claim of insanity, lack of capacity or mental disability / impairment or related defenses in connection with any discipline or discharge case.”**

February 22, 2011

ABC, INC.

PROPOSALS

General Articles

Section 23.1 (Retirement Plan)

Amend this Section as follows:

The Company and the Union hereby mutually agree that the jointly negotiated and administered retirement plan existing under the ~~2003-2007~~ **2007-2011** 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%) 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 Trust Fund as of March 31, 2011.** 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.
- (c) [No change.]
- (d) The parties hereby agree that they shall amend the Plan in accordance with and subject to the conditions set forth in Sideletter GQ ~~paragraph III (Mandatory Adjustment to Pension Formula)~~. Any disputes concerning application of the formula set forth therein shall be resolved in accordance with the dispute resolution procedure set forth in Sideletter GQ ~~paragraph VII~~.
- (e) [No change.]
- (f) **As of April 1, 2011, the Plan shall be closed to new participants. Staff employees hired on or after such date shall not participate in the Plan and shall have \_\_\_\_\_ percent (\_\_\_\_ %) of their base weekly pay contributed to a defined contribution plan rather than the Plan, at a contribution rate to be negotiated.**

(See Sideletter EF)

February 22, 2011

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Section 24.1 (On Camera Appearances)**

Amend this section as follows:

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, **for the purpose of behind the scenes shows or segments**, and appearances in bumpers, news stories in which such employees are subjects and/or interviewees, or in openings and closes, shall be paid for at the applicable rate specified below. In no event shall pay be required for accidental pickups.

**ABC, INC.**

**PROPOSALS**

**General Articles**

Section 26.1 (Sick Leave)

Amend the present provision as follows:

- (a) Delete.
- (b) [No change.]
- (c) Delete and replace with the following:

**Effective upon notice of ratification of the successor to the 2007-2011 Master Agreement, the maximum continuous and non-continuous duration of approved disability or illness leave, including leave due to a work-related disability or illness arising out of and in the course of an employee's work for the Company, shall be in accordance with Company policy and be subject to Sideletter EF in all respects. Notwithstanding the foregoing, an employee whose disability or illness leave, including leave due to a work-related disability or illness arising out of and in the course of an employee's work for the Company, commenced prior to notice of ratification of the successor to the 2007-2011 Master Agreement and continues uninterrupted thereafter shall be entitled to the maximum continuous and non-continuous duration of approved disability or illness leave as provided for in Section 26.1(c) of the 2007-2011 Master Agreement.**

**(See Sideletter EF)**

- (d) Delete.

**ABC, INC.**

**PROPOSALS**

**General Articles**

**Article XXX - Term of Agreement**

Section 30.1

Delete the present provision and substitute the following:

**“Basic minimum wage scales in effect on March 31, 2011 in all Agreements herein, and overtime based thereon, shall continue except as otherwise herein provided. Other money items, penalties, allowances, upgrades and changes in classifications and other provisions in all Agreements shall be effective the first day of the first full payroll period following notice of ratification except as otherwise herein provided.”**

Section 30.2

[No change.]

Section 30.3

This Agreement shall remain in effect until Midnight (New York Time), March 31, \_\_\_\_\_. Upon written notice by either party served at least sixty (60) days prior to April 1, \_\_\_\_, both parties agree to commence negotiations no later than March 18, \_\_\_\_, for extension or modification of this Agreement for a period to commence April 1, \_\_\_\_\_.

**ABC, INC.**

**PROPOSALS**

**A. Engineering Agreement**

Section A8.1 (Meal Periods)

Amend as follows:

- (a) The length of the employee's first (1<sup>st</sup>) meal period may shall be ~~one (1)~~  
**hour no less than thirty minutes.**
- (b) [No change.]

ABC, INC.

PROPOSALS

A. Engineering Agreement

Section A8.2 (Meal Periods)

Amend as follows:

- (a) The first (1<sup>st</sup>) meal period may not be scheduled earlier than the start of the employee's second (2<sup>nd</sup>) hour of work and must be completed by the end of the ~~sixth (6<sup>th</sup>)~~ **seventh (7)** hour unless the employees affected ~~agree~~ **are directed by a management supervisor** to remain at work, in which event they shall receive a premium in addition to their compensation equal to half (1/2) their regular rate for each hour or fraction thereof after the ~~sixth (6<sup>th</sup>)~~ **seventh (7)** hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours.

- (b) With respect to engineers assigned to perform job functions associated with production and post-production activities, the following shall apply in lieu of Section A8.2(a):

The first (1<sup>st</sup>) meal period may not be scheduled earlier than the start of the employees' second (2<sup>nd</sup>) hour of work and must be completed by the end of the ~~sixth (6<sup>th</sup>) hour~~ **seventh (7<sup>th</sup>) hour**. If the production necessitates additional time which intrudes into the ~~sixth (6<sup>th</sup>) hour~~ **seventh (7<sup>th</sup>) hour** of work, the engineering crew may be required to continue to work into, but not after, the end of the ~~sixth (6<sup>th</sup>) hour~~ **seventh (7<sup>th</sup>) hour** if, in the judgment of engineering management, the conditions are justified. In such a case, the Company will pay a penalty of Thirty-Five Dollars (\$35.00) to each member of the engineering crew so affected. The Company shall inform the employee as soon as reasonably possible. The meal period must be completed by the end of the ~~seventh (7<sup>th</sup>) hour~~ **eighth (8<sup>th</sup>) hour** unless the employee(s) affected agree to remain at work, in which event they shall receive a premium in addition to their compensation equal to half (1/2) their regular rate for each hour or fraction thereof after the ~~seventh (7<sup>th</sup>) hour~~ **eighth (8<sup>th</sup>) hour** until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours.

- (c) Notwithstanding the foregoing, ~~employees assigned to the following operations need not receive a scheduled meal period, but shall be given an opportunity to eat during the workday: Entertainment Marketing, Network News and Station News Editing (including magazine shows, ENG, etc.), Network Sports Editing, and~~

~~Network and Station news programming and any stand-by or back-up operations for such programming (for the entire crew assigned, e.g., studio, graphics, maintenance, etc.).~~ **at the Company's option, it may offer any employee an opportunity to eat during the work day in lieu of a scheduled meal period.** Such an employee shall receive a flat payment, in addition to his or her regular compensation, to Forty-Two Dollars (\$42.00) per day for each such day. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Article A-VIII. The Company shall inform an employee as soon as reasonably possible, either prior to or during the course of the shift, but in any event prior to the start of the meal period, whether or not the Forty-Two Dollar (\$42.00) payment and opportunity to eat will be given. If the Company fails to provide an opportunity to eat as set forth in this subsection, instead of the Forty-Two Dollar (\$42.00) payment, the Company shall pay the employee the premium set forth in A8.2(a), or the penalty provided in A8.2.(b), as applicable.

[See Sideletter GR.]

- (d) On overnight tours and situations in which only a limited number of employee(s) are assigned, such as, but not limited to, network and local break studios, such employee(s) may be assigned a ~~last hour lunch~~ **meal period at the beginning or end of the tour** in the Company's discretion.

[Remainder of Section unchanged.]

ABC, INC.

PROPOSALS

A. Engineering Agreement

Section A8.3 (Second Meal Periods)

Amend as follows:

In the event an employee remains on duty for a period longer than ten (10) hours a second (2nd) meal period of thirty (30) minutes shall be scheduled ~~not earlier than four (4) elapsed hours after the end of the first (1st) meal period and not later than the employee's twelfth (12th) hour of tour~~ **within three hours of the end of the originally scheduled tour, provided, however, such second meal period shall not apply in any case where an employee has received a meal period at the end of a tour.** The Company shall pay to such employee his or her rate of pay at time and one-half (1-1/2) for such time taken off for the second (2nd) meal period. An additional period of thirty (30) minutes shall be scheduled after each four (4) hours of work beyond the twelfth (12th) hour and shall be paid at the rate of time and one-half (1-1/2).

ABC, INC.

PROPOSALS

A. Engineering Agreement

Section A8.7 (ENG Meal Periods)

Amend as follows:

(a) (i) [Unchanged.]

(ii) Delete.

(b) (i) Notwithstanding the provisions of A8.7(i) above and Section A8.2, at Network and **Owned Television Station** News operations an employee assigned for the majority of his or her entire tour to ENG pickups in the field need not receive any scheduled meal period but shall receive a flat payment of Forty-Two Dollars (\$42.00) per day. This payment shall be in lieu of any premiums or penalties or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Sections A8.7(a), A8.2 and A8.5 for each day of work where the Company elects not to schedule a meal. When the Company makes such election, the employee shall be given an opportunity to eat. The Company shall inform employees as soon as reasonably possible whether or not the Forty-Two Dollar (\$42.00) payment and the opportunity to eat will be given, either prior to or during the shift, but in any event prior to start of the meal period. In those circumstances where the Company decides with respect to particular employee(s) affected in advance, the employee(s) shall instead receive a flat payment of Two Hundred-Ten Dollars (\$210.00) per week in lieu of any other premiums or penalties at the end of a tour, which might otherwise be required pursuant to the provisions of Sections A8.7(a), A8.2 and A8.5. Such employee shall also receive an additional Forty-Two Dollars (\$42.00) per day for a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of such assignment(s) described in the preceding sentence within a work week.

(ii) Delete.

ABC, INC.

PROPOSALS

A. Engineering Agreement

Section A14.2

Amend the current provision as follows:

- (a) [No change.]
- (b) Any work performed by persons engaged on a daily basis in excess of eight (8) hours in any day (except for those hired at the ten (10) hour rate), or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday), and any work performed on New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day, **excluding meal periods**, shall be regarded as overtime and compensated at one and one-half (1 ½) times the regular rate of pay hereunder ~~in quarter (1/4) hour segments~~. In addition, except for those daily hires hired in the field at the ten (10) hour rate, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day, **excluding meal periods**, shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime worked on any such holiday.

For daily hires hired in the field at the ten (10) hour rate, compensation at the rate equal to two (2) times shall not commence on the holidays worked (as enumerated in the preceding sentence) until after the tenth (10<sup>th</sup>) hour of work, **excluding meal periods (except on Sports remotes where the meal period shall remain included)**. The regular hourly rate of pay for persons engaged on a four (4), six (6), eight (8) or ten (10) hour basis, shall be, respectively, one-fourth (1/4), one-sixth (1/6), one-eighth (1/8) or one-tenth (1/10) of such rates. Persons hired on a four (4) hours basis shall be paid at a rate equal to one-fourth (1/4) the four (4) hour rate for time worked in excess of four (4) hours but less than six (6) hours. Persons engaged at the ten (10) hour rate shall be paid for hours in excess of ten (10) in a day, **excluding meal periods (except on Sports remotes where the meal period shall remain included)**, at the rate of one and one-half (1-1/2) times the regular rate ~~in quarter hour segments~~. In no case shall overtime accrue on overtime. Penalties shall not be considered overtime or part of the base pay.

(See Sideletter GY)

~~In addition, up to one (1) hour of~~ Overtime, 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. This provision shall not be construed to restrict the Company's ability to cancel, eliminate or shorten overtime under any other provisions of the Master Agreement. Nor shall it be construed so as to shorten a ten (10) hour engagement for a person engaged on a ten (10) hour basis for one or more days of engagement.

(c) [No change.]

(d) [No change.]

(e) Persons hired on a daily basis shall receive a payment of Sixty-Five Dollars (\$65.00) a day in lieu of benefits provided, however, **that persons engaged for four (4) or fewer hours per day shall instead receive a Thirty Dollar (\$30.00) payment in lieu of benefits** and persons hired on a daily basis at the Field Utility rate set forth in Section A14.5 shall not receive any payment in lieu of benefits.

(See sideletters FD, FD-1.)

(f) [No change.]

(g) [No change.]

(h) [No change.]

**ABC, INC.**

**PROPOSALS**

**General Articles**

Section P 2.9 (Covered “Buildings,” “Premises,” or “Plants”)

Revise the current provision as follows:

As used herein, the terms “buildings,” “premises” and “plants” of the Company shall only include those fixed locations owned by the Company ~~or leased by the Company for a term in excess of two (2) months.~~ The Company agrees to notify the Union of the acquisition ~~or lease~~ of such fixed locations.

**ABC, INC.**

**PROPOSALS**

**R. Publicists Agreement New York**

Section R2.1

Amend as follows:

- a. Delete the sentence in paragraph (a) requiring that a Junior Publicist be advanced to Publicist no later than two (2) years from the date of employment as a Junior Publicist.
- b. Delete the sentence in paragraph (a) limiting the number of Junior Publicists in New York to one.

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter AJ (Special Severance Allowance - Technology)

Delete.

February 22, 2011

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter BR (Extended Leave of Absence Program)

Delete.

February 22, 2011

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter DN (Digital Cameras and Related Equipment)**

“During the course of the negotiations leading to the **successor to the** 2007-2011 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 ~~as its primary workforce for such work.~~ However, the parties recognize that due to the technological advances relating to ENG and EFP camera equipment, it may be desirable in certain situations for the Company to 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 **with an imager having manufacturer specifications of less than two-thirds of an inch**, ~~(e.g., DVX 1000 and 2000, Sony PD 150 and 170, Sony HVR-VIU, JVC 110 and 250, TRV 1000, TVR 11 and 19, Samsung SCH-80, Canon XL-1 and 2, PC 109 miniature, 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. [No change.]
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, 2007 shall be laid off during the term of the **successor to the** 2007-2011 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. [No change.]
11. [No change.]”

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter DU

Delete Sideletter to conform to revised Section 2.2.

February 22, 2011

ABC, INC.

PROPOSALS

Sideletters

Sideletter DV (Implementation of Sideletter DK)

During the negotiations leading to the 1997, 2003, ~~and~~ 2007 **and 2011** Master Agreements, the parties discussed in detail the technological changes taking place at the Company's Network and Station operations, as well as future technological advances, which will change the manner and degree to which the Company will continue to employ and utilize employees in the Engineering Agreement Unit. Many of such current and future changes are represented by the language negotiated by the parties in Sideletter DK.

The Union has expressed its concern that in light of the anticipated operational changes, NABET-CWA-represented employees covered by the Engineering Agreement be given opportunities to continue to participate in Company operations, and the Company recognizes the value of providing such employees these opportunities. To that end, the parties have agreed as follows:

1. [No change.]
2. ~~At the Network in the New York office of the Company, persons whose full-time exclusive duty is to create sophisticated electronic graphic art utilizing a device covered by Sideletter DK will be employed under the Engineering Agreement.~~
3. [No change.]
4. Discussion.
5. [No change.]
6. [No change.]
7. [No change.]
8. [No change.]

(See Sideletters FE and GL.)

ABC, INC.

PROPOSALS

Sideletters

Sideletter EG (Microphones And Other Audio Devices)

Amend the current provision 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, **and perform minor maintenance (e.g., changing batteries) on such devices.**”

ABC, INC.

PROPOSALS

Sideletters

Sideletter EH (Vendor Employees)

Amend the current provision as follows:

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary:

1. On any remote assignment, not more than a total of ~~four (4)~~ **seven (7)** persons (and in the event an aircraft is utilized, up to three (3) additional persons for each such aircraft) employed by a vendor(s) may be assigned by the Company to operate technical and lighting equipment provided to the Company by such vendor. Further on such remote assignment any person employed by a vendor may set up, knock down, maintain or repair technical and lighting equipment leased from a vendor. On news assignments the preceding two sentences shall not be applicable to the operation of electronic cameras being hand-held or on tripods and associated equipment where such cameras are not tied into central electronics.

Major events (including but not limited to the Super Bowl, award shows, political conventions, etc.) are multiple-assignment events which involve multiple remote sites at the event, or events which require multiple mobile facilities which multiple facilities are used for separate feeds, such as international and network feeds, (e.g., World Figure Skating Championships, Little League World Series, **NBA Finals**, etc.). In such instances the Company is limited to no more than the number of such persons employed by a vendor computed in accordance with the first paragraph of this section 1, except that for persons employed by a vendor and assigned by the Company to operate technical **and lighting** equipment there shall be a maximum of sixteen (16) such persons employed by a vendor(s). For example, at the Super Bowl there may be multiple remote sites such as a pre-game show, the game itself, the post-game show, and additional remote location(s) such as an aircraft carrier in the San Diego Harbor, all of which will constitute separate remote sites. In this example, there may be a total of not more than sixteen (16) such persons employed by a vendor(s). The Company shall have the discretion to allocate the persons employed by a vendor to operate equipment leased from a vendor at such major events at its sole discretion, provided that the total number of vendor employees does not exceed sixteen (16) employees.

Such multiple assignment event shall be distinguished by listing each assigned crew on a separate manpower spreadsheet and/or by assigning any such crew to a separate mobile unit where there is more than one (1) mobile unit on site.

2. On any non-remote assignment, when the Company rents or leases specialized equipment (e.g., virtual studios, cranes, video walls, **jibs**, turntables, etc.) from a vendor, where, as part of the rental or lease, the vendor requires its employees to operate, maintain and/or repair the equipment, or where the vendor's employees possess specialized skill or expertise in the operation, maintenance or repair of such equipment, not more than a total of ~~four (4)~~ **seven (7)** persons employed by a vendor(s) may be assigned by the Company to operate, maintain and/or repair such equipment.

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter EN (San Francisco Conditions)

Amend the current provision as follows:

“Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or any of the Individual Articles contained in the Master Agreement, the following provisions of the Master Agreement shall be modified as they apply to employees employed at the Company’s owned television ~~and/or radio~~ stations in San Francisco:

I. [No change.]

II. ~~In lieu of Section 10.1 of the Master Agreement, the following shall apply:~~

~~Section 10.1—An employee who works at any time between the hours of 12:00 Midnight and 6:00 AM shall be paid a night shift differential of fifteen percent (15%) of his or her straight time rate of pay for each such straight time hour worked, and a differential of twenty two and one half percent (22 1/2%) of his or her straight time rate of pay for all overtime worked between such hours.~~

~~(See Statement of Interpretation and Sideletter GT.)~~

III. [No change.]

IV. [No change.]

V. [No change.]

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter ES (KABC-TV - New Facility)**

Amend as follows:

“Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in either the General Articles, Sideletters, Stipulations or the “P” Agreement, KABC-TV shall be free to assign any person to perform the duties set forth in the “P” Agreement at any new location and at the existing or any future transmitter site including, but not limited to, subcontracting any or all of these duties.

**The above shall be equally applicable to ABC Network News to the same extent as KABC-TV when Network News relocates to the same facility as KABC-TV.**

~~No regular employee employed in the “P” unit as of March 31, 2007 shall be laid off as a direct result of the Company’s right to assign any person to perform any duties, including the subcontracting of such duties, set forth in the “P” Agreement at any existing or future transmitter site for KABC-TV.”~~

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter EZ (Engineering and Traffic Coordinator Unit Buyouts)

Amend as follows:

“Within ninety (90) days of **ratification of the successor to the 2007-2011 Master Agreement** ~~January 11, 2008~~, the Company will ~~offer~~ **solicit the interest of “A” Engineering and B Traffic Coordinator Unit employees** in the following Voluntary Separation Program. ~~to staff NABET-CWA represented Television Network “A” Unit engineers in New York, Washington, DC and Los Angeles:~~

Separation Formula

- (i) Employees with at least six (6) months, but less than four (4) years of Total Company Seniority will receive eight (8) weeks’ base pay.
  - (ii) Employees with four (4) but less than ten (10) years of Total Company Seniority will receive eight (8) weeks’ base pay, plus one week of base pay for each completed year of Total Company Seniority.
  - (iii) Employees with ten (10) or more years of Total Company Seniority will receive twenty-five (25) weeks’ base pay, plus one week of base pay for each completed year of Total Company Seniority.
  - (iv) ~~In addition employees will receive the applicable payment provided in Sideletter AJ.~~
1. Acceptance into the Program - The Company reserves the sole right to determine the number and select from among the applicants those employees who will be accepted into this Program based upon its evaluation of its own operational needs.
  2. Agreement and General Release - Employees accepted into the Program will be required to sign an Agreement and General Release prepared by and satisfactory to the Company.
  3. Employees accepted into this Voluntary Separation Program shall

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be permitted during the term of the **successor agreement to the 2007-2011 Master Agreement** to apply for future employment opportunities at the Company in either Daily Hire or Vacation Relief positions.

4. ~~The Program as set forth herein will be offered~~ **The Voluntary Separation Program solicitation process will begin** during the three (3) month period subsequent to ratification in ~~each affected bargaining the~~ **“A” Engineering and B Traffic Coordinator** Units. Thereafter, the Company and Union retain the right to negotiate any subsequent or other Voluntary Separation Program in accordance with the terms of Section 11.10 of the Master Agreement.”

(See Sideletter AJ.)

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter EZ-2 (Enhanced Buyout - Technology)

Delete.

February 22, 2011

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter FR (Microwave Receive Site Maintenance)

Amend the current provision as follows:

Notwithstanding any arbitration awards, grievance settlements, practices or any provision to the contrary in the Master Agreement, any person may perform maintenance work at ENG receive sites and maintenance of related equipment (e.g., receive dish, controller, microwave receiver and transmitters, switchers to route video between receive sites, etc.) previously performed by employees covered by the Master Agreement.

~~No employee on the Company's regular maintenance staff at each local or Network operation as of March 31, 2003 shall be laid off from the Company's employ as a direct result of the Company's utilization of this provision at that particular network or local television operation.~~

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter GK (Effect of "A" Unit Rate Compression)

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. [No change.]
2. [No change.]
3. [No change.]
4. [No change.]
5. [No change.]
6. [No change.]
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 (1-1/2) times the regular rate. ~~for time worked in one tenth hour (6 minute) segments.~~

**(See Sideletter GY)**

8. [No change.]
9. [No change.]
10. 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 \$950 (increased to \$1,000 effective January 12, 2008) per week for Groups 2 or 5, or an in-hire rate of \$1,100 (increased to \$1,175 effective January 12, 2008) for Group 7. ~~This subparagraph 10 shall not apply at KGO-TV.~~
11. [No change.]

ABC, INC.

PROPOSALS

Sideletters

**Sideletter GL Grievance Withdrawals**

Add to the list of grievances covered by this Sideletter the following:

AW 09-04 (Assignment of non-linear editing work to producers)

AN 08-12, AN 09-4 and AIO 10-2 (Art Director creating graphics on weekends)

AN 09-16, AN 09-27 and AIO 10-1 (Network HD Break Studios – Pre-casts)

AN 10-14, AN 10-25 (Network - VSP for employees on LTD)

AN 10-17 (Network – OTE assigned to portion of crew)

AN 10-20 (WABC – Non-NABETs shooting with DV camera for web in LIVE studio)

AN 10-28 (Network / NAC – alleged work transfers under Sideletter GD)

AN 10-32 (Network News/Daytime Studio Operating Area downsizings / October 2010 – Sideletter HH)

AW 10-10 (Network downsizings / Washington – Waiver of recall rights - Sideletter HH)

AH 09-04 (Entertainment Marketing Downsizing /2009 – Sideletter HH)

ABC, INC.

PROPOSALS

Sideletters

Sideletter GY

Minimum Day Increments

Delete current Sideletter and replace with the following:

**“Overtime shall be calculated in one (1) minute increments.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter HB (WLS-TV Vacation Relief/Waivered Temporary Employees)**

The Company shall extend this Sideletter through March 31, 2014 provided that the Union agrees 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, 2014 including all terms incorporated by reference in such letter agreements.

ABC, INC.

PROPOSALS

Sideletters

Sideletter HH (Alternative Layoff Procedure)

Clarify and amend current provision as follows:

“As an alternative to the layoff procedure set forth in Sections 11.3 and 11.6 (a) and (b), and severance pay amounts set forth in Section ~~15(a)~~ **15.1**, with respect to “A” Unit Engineering regular employees in Network and Local Television, the Company may, on two weeks notice to the Union, elect to utilize the layoff procedure and severance pay provisions set forth below:

1. In the event that layoffs of employees are to be made in a specific operating area, the Company shall notify the Union of the number of employees it intends to layoff in the specific operating area in a particular Network or Local Television Station business unit in any office of the Company, and promptly thereafter meet with the Union. The scope of the specific operating area shall be determined in the discretion of the Company on the basis of job function, skill set, ~~show~~ or departmental group(s) (e.g., Video Tape Department, Graphics Operators, Graphics Artists, Studio Camera Operators, ENG Crews, Maintenance, Production TD’s, Break Control TD’s, Master Control Operators, Video Tape Librarians, A2s).
2. [Delete.]
3. [Delete.]
4. Prior to any layoff of staff “A” Unit employees in a specific operating area covered by this Sideletter, the President of ~~BO&E~~ **of the Network Division(s) involved** or the President of a Television Station (**or their designee(s)**), as applicable, will undertake an evaluation of the overall engineering personnel needs of the specific operating area. Such evaluation shall include, where applicable, the daily hire and regular employee assignments with respect to the particular work function(s) performed by employees in any such area. Such individuals will determine the extent, if any, to which a reduction in force can be achieved without the need for a layoff of regular employees in the specific operating area involved through a possible reduction in the utilization of daily hire employees in such area, or through reassignments. In making that determination, the Company will consider: (i) the operating needs of the particular business operation involved; (ii) the need, if any, to maintain

the utilization and availability of qualified daily hire employees in such operations (e.g., for assignments, vacations, holidays, sick days, temporary increases in workload); and (iii) the relative skills, abilities and job knowledge of all the regular and daily hire employees in the specific operating area for the specific functions needed to be performed for the remaining work within the affected business operation(s).

5. [no change]
6. [no change]
7. The Company will grant "A" Engineering Unit regular employees in Network or Local Television ~~with a Unit Seniority Date prior to April 1, 2007~~ who are laid off pursuant to paragraph 5 of this Sideletter, severance pay in an amount equal to ~~two (2)~~ **one (1)** week's pay for each year of Total Company Seniority; ~~The Company will grant any such laid off employee with a Unit Seniority Date after April 1, 2007 severance pay in an amount equal to one (1) week's pay for each year of Total Company Seniority~~ provided, however, that in no event shall a regular engineering employee receive less than (2) weeks' severance pay. In addition, no such employee shall receive severance pay pursuant to this Sideletter or Section 15.1**(b)** more than once during any calendar year, and under no circumstances will any severance pay be granted to an employee who is released from any period of employment of less than four (4) weeks.  
(See Stipulation (15))
8. [Delete.]
9. [Delete.]
10. The Company shall not lay off regular engineering employees covered by this Sideletter for the purpose of replacing them with persons not covered by the Master Agreement, **except that the foregoing shall not apply where the Company has the right to sub-contract such work (e.g., Video Tape Library).**
11. [no change]
12. [no change]

ABC, INC.

PROPOSALS

Sideletters

Sideletter HI (Implementation of Engineering Unit Alternative layoff Procedure)

The final determination regarding whether and which, if any, employee(s) will be laid off in the "A" Engineering Unit in Network or Local Television pursuant to the alternative layoff procedure set forth in Sideletter HH will be made by the President of ~~Broadcast Operations and Engineering~~ **of the applicable Network Division (or their designee(s))**, in the case of any such Network Television separate seniority group, or the respective Presidents and General Managers of the Stations **(or their designee(s))** in the case of any layoff at WABC-TV, WLS-TV, KABC-TV and KGO-TV.

(See Sideletter HH.)

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter #1 (New) – KABC-TV Transmitter Engineer**

Add a new Sideletter as follows:

**“Notwithstanding any provisions of the Master Agreement, arbitration awards, grievance settlements or practices, an employee assigned to the KABC-TV transmitter at Mount Wilson who stays overnight as a result of weather conditions in that area, shall not be entitled to any overtime, fees, penalties or other additional compensation for any time after the employee’s scheduled out time.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter #2 [New] (Clarification Of Sideletter HH)

Add the following clarifying Sideletter:

**“The parties hereby clarify that “replacing” within the meaning of Sideletter HH, paragraph 10 shall include only a one person for one person replacement, where the replacing employee(s) perform the job of each person laid off on a forty (40) hour per week basis.”**

[See Sideletter HH.]

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter #3 (New) – Meals Provided On Remotes**

Add a new Sideletter as follows:

**“Notwithstanding any provisions of the Master Agreement, arbitration awards, grievance settlements or practices, on remotes involving Sports, Entertainment and News Programming, no per diem shall be payable to an employee where the Company provides breakfast, lunch and dinner to the employee at the site or elsewhere.”**

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**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter #4 [New] (Optional Voluntary Separation Programs In Connection With Sideletter HH Alternative Layoff Procedure)**

Add the following Sideletter:

1. **“In any case where the Company invokes the Alternative Layoff Procedure set forth in Sideletter HH, the Company may, at its option, solicit the interest of the regular employees in any specific operating area determined by the Company where a layoff is to take place in a Voluntary Separation Program (“VSP”) on the following terms.**

- i. **Separation Formula**

- One and one-half (1.5) weeks of base pay for each completed year of Total Company Seniority.**

- ii. **Acceptance into the Program**

- The Company reserves the sole right to determine the number and select from among the applicants those employees who will be accepted into any VSP pursuant to this Sideletter based upon its evaluation of its own operational needs.**

- iii. **Agreement and General Release**

- Employees accepted into any such VSP will be required to sign an Agreement and General Release prepared by and satisfactory to the Company, including a waiver of recall rights under the Master Agreement.**

- iv. **Daily Hire and Vacation Relief Employment**

- Employees accepted into any such VSP shall be permitted during the term of the successor to the 2007-2011 Master Agreement to apply for future employment opportunities at the Company in either Daily Hire or Vacation Relief positions.**

2. **In cases when the Company chooses to solicit the interest of any particular operating area in a VSP pursuant to this Sideletter, if the number of**

**applicant regular employees in a specific operating area accepted by the Company for a VSP as provided in paragraph 2 is equal to the number of employees the Company notified the Union of its intent to layoff, there shall be no layoff in such operating area and the downsizing shall be accomplished through the VSP. The parties acknowledge that nothing herein shall be construed to preclude the Company, in exercising its right of selection in Paragraph 1(ii) above, from accepting for a VSP more than the number of employees that it originally intended to layoff.**

- 3. In the event of a layoff of a regular engineering employee pursuant to paragraph 5 of Sideletter HH, the Company may offer, at its sole discretion, a Network or Local Television regular employee in the specific operating area affected, in addition to severance pay due under paragraph 7, one half (.5) of a week's additional severance pay for each year of Total Company Seniority. This additional severance pay shall be specifically in exchange for an Agreement and General Release prepared by and satisfactory to the Company, including but not limited to a waiver of recall rights under the Master Agreement. Such an employee who is laid off will therefore receive a total of one and one-half (1.5) weeks of severance pay for each year of Total Company Seniority, if the Company elects at its option to offer this additional one-half (.5) week per year of severance pay to such individual and the individual executes the Agreement and General Release as provided above."**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter #5 (New) – Recovery Of Overpayments**

Add a new Sideletter as follows:

**“Notwithstanding any provisions of the Master Agreement, arbitration awards, grievance settlements or practices, in any case where an employee covered by this Agreement fails or refuses to repay overpaid wages, fees or other payments, the Company may, at its option, file a grievance against the employee with the Union pursuant to Article XX or proceed to a court or other tribunal of competent jurisdiction, at the Company’s option. If the Company elects to file a grievance with the Union, a grievance meeting shall not be necessary although the parties shall meet promptly to discuss the matter at either party’s request. Instead, the Company may commence an arbitration proceeding by filing with the Impartial Umpire and the Union a written notice specifying the amount owed and the date of the overpayment. Such case shall be heard by the Umpire within thirty (30) days of such notice. The Impartial Umpire’s award need only set forth the amount owed the Company, if any, and shall not issue a written opinion. Such award shall be enforceable in a court of competent jurisdiction to the same extent as the final judgment of any court.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter #6 (New) – Short Term Union Leaves At New York Office**

Add a new Sideletter as follows:

**“Notwithstanding any provisions of the Master Agreement, arbitration awards, grievance settlements or practices, including Sideletter CS, and in substitution of Sideletter CS, an employee at the New York Office of the Company granted a short term union leave shall be removed from the payroll for all purposes including benefits (e.g., 401K) for each day of such leave.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter #7 (New) – Satellite and Transmission Facility Procurement**

Add a new Sideletter as follows:

**“Notwithstanding any provisions of the Master Agreement, arbitration awards, grievance settlements or practices, the Company may subcontract with any outside entity for the ordering and procurement of all wire, broadcast, satellite or other transmission facilities and personnel to perform such functions (including satellite truck transmission facilities and operating personnel).”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter #8 (New) – Technical Director Seniority Lists**

Add a new Sideletter as follows:

**“Notwithstanding any provisions of the Master Agreement, arbitration awards, grievance settlements or practices, there shall be no Technical Director seniority lists for purposes of reassignment or any other reason, except to the extent the Company determines and identifies a Technical Director operating area pursuant to Sideletter HH.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

**Sideletter #9 (New) – Technical Stock Clerk Functions**

Add a new Sideletter as follows:

**“Notwithstanding any provisions of the Master Agreement, arbitration awards, grievance settlements or practices, the Company may subcontract to any outside entity for the storage, transportation, shipping, off-loading, delivery and inventorying of any equipment, including functions performed by “Central Stores” in New York.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter #10 [New] (Union Representative Access At The New York Office)

**“During the negotiations for a successor to the 2007-2011 Master Agreement, the parties discussed the Company’s security concerns for employees, vendors and visitors at its New York Office and its needs to ensure that it can determine accurately those persons on its premises at any given time. Notwithstanding any provisions of the General or Individual Articles, or any Sideletter, Stipulation, other agreement or practice, the following shall apply with respect to Union access at the New York Office of the Company except for visits by the Sector or Local President, Vice President, Secretary or Treasurer:**

- 1. The Union must provide advance notice to management if any other Union representative intends to visit any operations covered by the Master Agreement;**
- 2. Any visit by such representative must occur during hours where a management supervisor is present at the particular operation;**
- 3. Such representative must confine his or her activities to only those covered operations where there is business concerning matters covered by the Master Agreement or matters related to the safety of employees covered thereby;**
- 4. Such representative shall not interfere with operations in any way.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter #11 [New] (Discretionary Bonus)

Add a new Sideletter as follows:

**“Notwithstanding any arbitration awards, grievance settlements, practices or provisions to the contrary in the General Articles, Sideletters, Stipulations or any Individual Articles, the Company may award bonuses for performance determined by management to be exemplary at such times and in such amounts that the Company shall determine in its sole discretion without negotiations with the Union. The Company’s decision(s) to issue a bonus award or not issue such an award and the amount of such award shall not be subject to arbitration.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter #12 [New] (Break Switching From Automated Control Rooms)

Add a new clarifying Sideletter as follows:

**“During the course of the negotiations for the successor to the 2007-2011 Master Agreement, the parties discussed the operational workflow in connection with hubbing Network and Station break studio operations and switching in and out of breaks in connection with live programs. In order to avoid any misunderstanding over the rights contained in the “primary job function” provisions of Sideletter DV, paragraph 4 and the redundancy due to automation provisions of Sideletter DV, paragraph 5, as well as Sideletter FX, the parties agree that switching in and out of breaks can be assigned to persons not covered by the Master Agreement in automated control rooms covered by Sideletter FX. Nothing in this Sideletter shall be construed to restrict the Company’s rights under any provision of the Master Agreement.”**

**ABC, INC.**

**PROPOSALS**

**Sideletters**

Sideletter #13 [New]

Clarification of “B” Traffic Coordinator Unit Jurisdiction

Add a new clarifying Sideletter as follows:

**“During the negotiations for a successor agreement to the 2007-2011 Master Agreement, the parties discussed the Company obligations with respect to the work jurisdiction of the “B” Traffic Coordinator Unit. As a result, the parties agree that the ordering of permanent lines for broadcast material (e.g., Verizon, VYVX lines), and the ordering of telephone, internet connectivity, and other lines not utilized for broadcast material transmission, are not covered by the work assignment jurisdiction provisions of the “B” Traffic Coordinator Unit.”**