

NABET-CWA Proposals 2/22/2011

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

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

All proposals are made without prejudice and without admitting that the contents represent an attempt on the Union's part to obtain rights not presently enjoyed.

WAGES

Increase all wage scales, at each step of the applicable escalator, in all contracts as follows:

April 1, 2011	5%
April 1, 2012	5%
April 1, 2013	5%
April 1, 2014	5%

[Unless there is a specific proposal elsewhere in this package to re-classify a job title or increase the wages of a Unit by a rate different from those above, the above percentages apply in general to employees covered the Master Agreement, including employees covered under the A, B, D, F, K, O, P, and R Agreements and, where appropriate, specific Stipulations of Agreement and Sideletters.

ARTICLE I
RECOGNITION AND WARRANTY

Section 1.1

Amend the provision by lettering current language as subparagraph (a) and by adding a new subparagraph (b) to read:

“(b) ABC will neither help nor hinder efforts by the Union to organize and represent employees of the Company who are not already represented by a union or other labor organization as of the date of this Agreement; provided, however, that the Company is not precluded from responding to employees’ inquiries related to the issue of union representation.

“When the Union represents that a majority of such employees have signed authorization cards designating the Union as their exclusive bargaining agent in an appropriate unit, the Company will recognize the Union as the bargaining agent of such employees without an NLRB-supervised election, provided the following conditions are satisfied:

“(i) The Company and the Union have mutually agreed that the bargaining unit in which the Union seeks recognition is an appropriate bargaining unit; and

“(ii) The Company and Union have mutually agreed upon the number and identity of the employees eligible for representation in such a unit; and

Section 1.1(b) (cont'd)

“(iii) The Union submits to a mutually selected third party signed authorization cards from a majority of the employees in the agreed-upon bargaining unit, all of which expressly state that by signing the card the employee designates the Union as his or her exclusive bargaining representative and, further, understands that if a majority of the employees in the unit also sign such cards, the Company will recognize the Union without an NLRB-supervised election; and

“(iv) The Union’s majority status in the agreed-upon bargaining unit is confirmed by the mutually selected third party.

“If the Company and the Union fail to agree upon either of the conditions set forth in subparagraphs (i) and (ii) above, the matter may be referred to an Impartial Umpire named in Section 20.10 of this Agreement for determination. Such Impartial Umpire shall schedule a hearing and render an award in accordance with the terms of Section 20.10 of this Agreement, and no briefs shall be submitted by the parties.”

ARTICLE II
NO DISCRIMINATION

Modify the current provision as follows :

Section 2.2 (b)

(b) The Union agrees to furnish a list of all the respective Local Stewards and Officers to each office of the Company, and to notify the office promptly in writing of any change in the list. In addition, the Union will furnish each office of the Company with a special “Steward/Officer List” for that office, which list will not contain more than one (1) employee for each fifty (50) employees (including Daily Hires), or fraction thereof, of the employees in that office but in no event less than the number of employees specified below:

New York - 12

Washington - 2

Chicago - 3

Los Angeles - 7

San Francisco - 3

The Union will notify the appropriate office of the Company promptly in writing of any changes in the special “Steward/Officer List.”

The arbitration award by Arnold Zack in New York case AN 94-75 is null and void.

ARTICLE VII
PROGRAM ORIGINATION

Section 7.7(a)

Increase the “out of town overnight” per diem payments as follows:

\$60.00 effective April 1, 2011

\$63.00 effective January 1, 2012

\$66.00 effective January 1, 2013

\$69.00 effective January 1, 2014

Increase the laundry allowance to \$10.00 per day.

Section 7.7(b)

Increase the “after eleven (11) elapsed hours” payment as follows:

\$20.00 effective April 1, 2011

\$21.00 effective January 1, 2012

\$22.00 effective January 1, 2013

\$23.00 effective January 1, 2014

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Section 7.7(b) (cont'd)

Increase the “after fifteen (15) elapsed hours” payment as follows:

\$25.00 effective April 1, 2011

\$26.00 effective January 1, 2012

\$27.00 effective January 1, 2013

\$28.00 effective January 1, 2014

Increase the “travel fifty (50) miles” payment as follows:

\$35.00 effective April 1, 2011

\$36.00 effective January 1, 2012

\$37.00 effective January 1, 2013

\$38.00 effective January 1, 2014

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Section 7.7 (c)

Modify the current provision as follows:

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

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

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Section 8.2 - Regular Work Week

Amend the fourth sentence of the current provision to read:

“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: New Year’s Day, Presidents’ 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)~~ fourteen (14) day period beginning at 12:01 A.M. Saturday.”

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Section 8.3 – Turnaround

Amend the third sentence of the current provision as follows:

Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at ~~Seven Dollars and Fifty Cents (\$7.50) per hour~~ one-half (1/2) of the employee's hourly straight-time rate for the portion of such assignment which encroaches on such turnaround period. ~~except that the compensation shall be Fifteen Dollars (\$15.00) per hour, in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof.~~

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Section 8.5 (a)

Modify the current provision as follows:

Hours worked outside of a regular work week or a regular work day shall be regarded as overtime and compensated at time and one-half (1-1/2) times the regular rate of pay, in ~~one-tenth (1/10) of an hour (6 minute)~~ one-quarter (1/4) 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.

~~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 foregoing sentence shall not be construed to eliminate or shorten overtime pay due an employee because of minimum calls on a sixth (6th) or seventh (7th) days or rescheduled under other provisions of the Master Agreement. Nor shall this provision otherwise restrict the Company's ability to cancel, eliminate or shorten overtime under other provisions of the Master Agreement.~~

ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Section 8.6 – Changes in Work Schedule

(a) “ Changes in Employees’ Day or Days Off - The posting of the ~~nine~~ ~~(9)~~ fourteen (14) day schedule referred to in Section 8.2 shall freeze the employees’ days off for the following ~~nine (9)~~ fourteen (14) day period.”

(b) Increase the late notification penalty to \$30.00.

Increase the penalty for the cancellation of a tour on a scheduled day off to \$48.00.

(c) Increase the payments in the subsections (ii) and (iii) to \$21.00.

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ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Section 8.7

Modify the current provision as follows:

“Before going on vacation, an employee will be informed in writing as to what date he or she will first be required to report back to work.”

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ARTICLE VIII
WORK SCHEDULE, OVERTIME AND PENALTIES

Section 8.9(a)

Increase the \$13.00 payment to \$20.00

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ARTICLE IX
MEAL PERIODS

Section 9.2

Increase the \$11.00 payment to \$15.00.

ARTICLE X
NIGHT SHIFT DIFFERENTIAL

Section 10.1

Amend the current provision to read:

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 all straight-time worked between such hours, and a differential of twenty-two and one-half percent (22.5%) of his or her straight-time rate of pay for all overtime worked between such hours. However, any employee assigned to work eight (8) or more hours for any tour which starts between the hours of 12:00 Midnight and 3:00 AM shall receive the respective differential for their entire tour.

(See Statement of Interpretation and Sideletter GT.)

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ARTICLE XI
SENIORITY, LAYOFFS AND REHIRS

Rehiring rights for previous VSP participants.

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ARTICLE XI
SENIORITY, LAYOFFS AND REHIRS

Section 11.7 (c)

Delete the current provision.

ARTICLE XII
TRANSFERS, TRAINING AND TEMPORARY UPGRADING

Section 12.2 – Training

Modify the current provision as follows:

For the purpose of training, an employee may be assigned, for a period not to exceed twenty (20) days, to perform work in a more highly paid classification at the employee's normal rate of pay. In no case shall this provision be used to avoid filling an existing vacancy. A vacation relief assignment shall not be given an employee in training without paying the employee in the more highly paid classification. An employee who is assigned to a job in which he or she has no recent prior experience will be given an adequate opportunity to adjust to his or her new duties and will receive individual training, if necessary.

ARTICLE XII
TRANSFERS, TRAINING AND TEMPORARY UPGRADING

Section 12.3 (d) [New]

Add a new provision 12.3 (d) to read as follows:

In the event that an employee is permanently downgraded and/or permanently transferred to an assignment resulting in a lower classification at any time, such employee and the Local union involved will be notified by the Company in writing of such downgrade no less than thirty (30) days prior to the effective date of the downgrade. In addition, such employee will maintain his or her current level of pay from the higher classification from which they were downgraded (i.e. “red-circled”) until such time as the pay rate for the lower classification equals or exceeds the original rate of pay of the employee’s original higher pay classification.

ARTICLE XIII
LEAVE OF ABSENCE

Section 13.7

Amend the current provision to read:

A regular employee will be granted a leave of absence of three (3) days with pay in the event of a death in the immediate family (parents, parents-in-law, husband, wife, children, same sex domestic partner, brothers, sisters and grandparents). In the case of a serious illness in the immediate family (as defined above), leaves in such cases will be granted at the discretion of the Department Head of three (3) days with pay. With the approval of the Department Head, an extension of up to seven (7) consecutive days without pay may be granted in the case of either of the foregoing leaves due to death or serious illness in the immediate family. A regular employee will be granted up to two (2) days of paid leave of absence per year for other justifiable personal reasons (e.g., a court appearance, housing move, tax audit) which cannot be attended to outside of working hours. In addition to the allowable three (3) days for either a death or for a serious illness in the family, leaves of absence with pay may be granted on the approval of the Department Head.

If a leave because of death in the immediate family coincides with any part of an employee's vacation, the employee's vacation time shall not be reduced as a result of

Section 13.7 (cont'd)

such leave. In any case above where the discretion of the Department Head is allowed or such approval is required, the Department Head will make such determination in a manner that is neither arbitrary nor capricious.

(See Stipulation (12) and Sideletter BR.)

ARTICLE XIV
DISCHARGES

Section 14.1

Modify the current provision to read as follows:

“(a) The Company may discharge an employee for just cause. Written ~~N~~ notice of the discharge will be given to the Local President of the Union, or another officer of the Union if the Local President is unavailable. Such notice shall clearly and concisely state the just cause basis for the discharge. Until such written notice is received by the Local President or another officer as stated above, the Company shall have no right to discontinue the pay of the discharged employee. In addition to the preceding sentence, if the discharge is not agreed to by the Local Union, the Company shall only have the right to remove such employee from the payroll (i.e. active pay status) upon the issuance of an award of an Impartial Umpire or Arbitrator sustaining the discharge, or two (2) weeks after the date of the notice to the Union provided above, whichever is earlier; or”

Section 14.1 (b)

Delete the second sentence of subparagraph (1)

ARTICLE XIV
DISCHARGES

Section 14.2

Modify the first sentence of the current provision as follows:

“If the Union believes that the discharge was not warranted, it may, within ~~one (1)~~ three
(3) weeks of the date thereof, refer the matter to the Impartial Umpire for the office
involved.”

ARTICLE XIV
DISCHARGES

Section 14.3 (a)

Modify the current provision as follows:

“(a) The Company may for just cause impose a disciplinary suspension without pay. Written ~~N~~ notice of such suspension shall be given to the Local President of the Union, or another officer of the Union if the Local President is unavailable, as soon as practicable ~~after~~ before the imposition of the suspension. Such notice shall clearly and concisely state the just cause basis for the suspension. Until such written notice is received by the Local President or another officer as stated above, the Company shall have no right to discontinue the pay of the suspended employee. Any such suspension shall be of a definite duration.”

Section 14.3 (b)

Modify the first sentence of the current provision as follows:

“(b) If the Union believes that the suspension was not warranted, it may, within ~~one (1)~~ three (3) weeks of receipt of the notice specified in Subparagraph (a) above, refer the matter to the Impartial Umpire for the office involved.”

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ARTICLE XVII
USE OF EMPLOYEE'S CAR

Section 17.1

Amend the first sentence of the current provision to read:

“Compensation equal to the business mileage reimbursement rate set by the Internal Revenue Service (~~48.5~~ 51 cents per mile as of January 1, ~~2007~~ 2011) with a minimum payment of ~~Five Dollars (\$5.00)~~(increased to Ten Dollars (\$10.00) effective January 11, ~~2008~~) shall be allowed an employee for using his or her automobile with the consent of the Company in executing the business of the Company, except in no event shall the employee receive credit for the time consumed in traveling between his or her home and office.”

ARTICLE XVIII
HOLIDAYS

Section 18.1

Modify the current provision as follows:

“The following shall be deemed to be holidays under this provision, irrespective of the day of the week on which the holiday may fall: NEW YEAR’S DAY (January 1), MARTIN LUTHER KING, JR.S BIRTHDAY (third Monday in January), PRESIDENTS’ DAY (third Monday in February), MEMORIAL DAY (last Monday in May), JULY FOURTH, LABOR DAY (the first Monday in September), THANKSGIVING DAY (fourth Thursday in November), the day after THANKSGIVING, and CHRISTMAS DAY (December 25).”

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ARTICLE XIX
VACATIONS

Section 19.1(a)

Discussion item concerning current Disney policy..

ARTICLE XX
GRIEVANCES AND ARBITRATION

Section 20.1

Amend the fifth paragraph of the current provision to read:

“No grievance may be filed more than ~~thirty (30)~~ forty-five (45) days after knowledge of the incident or condition which gave rise to the grievance was known, or should have been known, to the Union.”

ARTICLE XX
GRIEVANCES AND ARBITRATION

Section 20.6

Amend the first sentence of the current provision to read:

“If the grievance is not settled within ten (10) days of its discussion at the grievance meeting, or if the grievance has not been discussed at a meeting held pursuant to the terms of Section 20.3 within ~~sixty (60)~~ forty (40) days of its filing, either party may request arbitration by delivering a signed, written notice to that effect directed to the other party and to the appropriate Impartial Umpire or to the American Arbitration Association, as governed by Section 20.8 below. “

Section 20.6

Discuss roster of Impartial Umpires/Arbitrators at each office of the Company.

ARTICLE XX
GRIEVANCES AND ARBITRATION

Section 20.7 (a)

Modify the second sentence of the first paragraph as follows:

“A grievance which is not referred to arbitration within ~~forty (40)~~ sixty (60) days after its initial discussion at a grievance meeting or within ~~twenty (20)~~ thirty (30) days after receipt by the Union of the Company’s written answer, whichever is later, or such longer period of time as may be mutually agreed to in writing by the Company and the Union (including a Local) shall be deemed abandoned.

ARTICLE XX
GRIEVANCES AND ARBITRATION

Section 20.7(b)

Amend the current provision to read:

“Any grievance filed on or after February 5, 1999 as to Units ‘B’, ‘K’, ‘M’, ‘O’, ‘P’, ‘R’ and ‘T’, and July 21, 1999 as to Units ‘A’, ‘D’, ‘F’, ‘W’, and ‘X’, which is not resolved within three (3) years of the date ~~it was filed~~ after which it was discussed at a grievance meeting and a written answer from the Company has been received shall also be deemed abandoned.”

ARTICLE XX
GRIEVANCES AND ARBITRATION

Section 20.8

Modify the first sentence of the current provision as follows:

“If the appropriate Impartial Umpire has no available dates for hearing the case within a reasonable time after the matter is referred to said Umpire for arbitration, or if there is no Impartial Umpire for a particular office of the Company, the case may be referred to the American Arbitration Association (AAA) office governing in that city in accordance with the AAA’s rules, and shall be determined by an arbitrator selected pursuant to such rules.”

ARTICLE XX
GRIEVANCES AND ARBITRATION

Section 20.10

Amend the current provision to read:

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

“If [TBD] is unable or unwilling to meet the foregoing time schedule, the grievance may be filed before the then current Umpire(s) designated in the appropriate list in Section 20.6 in the case of a grievance arising in New York, Chicago, Washington, Los Angeles or San Francisco, who shall be the Impartial Umpire for that

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Section 20.10 (cont'd)

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

ARTICLE XX
GRIEVANCES AND ARBITRATION

Section 20.11

Replace the first three sentences of the current provision with the following:

“At the election of either party, a transcript of any arbitration may be ordered, which shall be the official transcript of the hearing, a copy of which shall be given to the arbitrator and the non-ordering party. The fees for such transcript shall be borne entirely by the ordering party. By mutual agreement, briefs and reply briefs may be submitted to the arbitrator. Subsequently, and also by mutual agreement, such briefs and reply briefs shall be part of the record.”

ARTICLE XX
GRIEVANCES AND ARBITRATION

Section 20.12

Amend the first paragraph of the current provision to read:

“In no event shall the Impartial Umpire or arbitrator modify or amend the provisions of this Agreement, nor, except as permitted in the second to the last sentence of Section 20.9, shall the same question or issue be the subject of arbitration more than once, except upon a showing of new evidence, change of condition or circumstances.

The Impartial Umpire or arbitrator shall have the right, in instances where violations of the contract are found to have occurred, to impose punitive damages where actual damage cannot be computed or where the imposition of a deterrent to future violations may be warranted. The Impartial Umpire shall have no authority to issue any award or relief, monetary or otherwise, retroactive to a date more than ~~eighteen (18)~~ twenty-four (24) months prior to the date when the ~~hearing was opened and the presentation of evidence before the Impartial Umpire commenced~~ grievance was referred to arbitration.”

DELETE the second paragraph of the current provision and the nullification of the award in AH 91-50.

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ARTICLE XXI
SAFETY COMMITTEE

Discussion item to address concerns about Safety Committee meetings and the operation of the Committee due to the restructuring of ABC News.

ARTICLE XXII
INSURANCE

Section 22.4

Provide for employees covered by the Agreement who retire with an unreduced pension benefit to be eligible to receive the ABC Retiree Medical Plan (the “Med 80 Plan”) benefits on the same basis as the employees and retirees covered by Paragraph 2 of Sideletter EX until such time as they and their eligible spouses qualify for Medicare benefits.

Conform the terms of Sideletter EX to reflect this change.

ARTICLE XXII
INSURANCE

Section 22.5

Amend the current provision to read:

“The Company will make available to ~~regular~~ employees covered by the Master Agreement the right to participate in the Company's Long Term Disability Income Plan (or, at the Company's option, a plan which provides the same benefits and has the same rates of employee contribution as the Company's Long Term Disability Income Plan).

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ARTICLE XXIII
RETIREMENT PLAN

Section 23.1(b)

Amend the current provision by increasing the Company contribution from 5.5% to 7%.

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ARTICLE XXIV
ON-CAMERA APPEARANCES

Section 24.1

Amend the current provision by updating the rates.

ARTICLE XXV

LOCAL QUARTERLY MANDATORY LOCAL AND NATIONAL MEETINGS

Section 25.1

The Company and the Union shall meet quarterly at each location for the purpose of information, review and resolution of problems relating to existing and anticipated significant technological developments, major new methods of operation and matters relating to individual employee situations. In addition, such meetings will also include as part of the agenda, any and all uncompleted business related to other mandatory meetings, except for grievance and safety committee meetings, required to be held on a local basis as a result of any provision of this Master Agreement. The Company representatives at such local meeting shall consist of the chief operating head and the Labor Relations Department head at the location involved, and the Union representatives shall consist of the highest ranking Local Union officer with the Company and one other designee of the Local Union.

Section 25.1 Continued:

At each such meeting the Company officials will inform the Local Union of anticipated changes in equipment and methods of operation of which they are aware. The Union representatives will be provided with access to available background information relating thereto, and will treat such information on a confidential basis. If the Union, after receipt of information concerning the anticipated developments at the quarterly meeting, wishes to review with the Company its proposed changes, the parties shall reconvene at the earliest possible time after such meeting to take up the matter. In addition, the quarterly meeting shall take up those issues relating to individual employee problems which either party believes could be useful. It is the intent of this procedure that the discussion of such problems will be conducted on a non-adversary basis, and in a good faith attempt to resolve hardship situations. Such issues may or may not be matters which have been the subject of specific grievances. If the parties are unable to reach a satisfactory resolution of these individual problems, they shall be reconsidered at the next quarterly meeting, provided that those issues which have been the subject of specific grievances may continue to be processed through the grievance and arbitration procedure.

The quarterly meetings shall take place in February, May, August and November unless the parties mutually agree to an alternate schedule. No later than December 1st of any year, the Union and the Company will agree to the schedule for all required meetings to be held on a national basis as the result of any provision of the Master Agreement.

ARTICLE XXX
TERM OF AGREEMENT

Section 30.1

Update the current provision.

Section 30.3

Amend the current provision to read:

“This Agreement shall remain in effect until Midnight (New York Time), March 31, ~~2007~~ 2015. Upon written notice by either party served at least sixty (60) days prior to April 1, ~~2007~~ 2015, both parties agree to commence negotiations no later than March 18, ~~2007~~ 2015 for extension or modification of this Agreement for a period to commence April 1, ~~2007~~ 2015.”

A. ENGINEERING AGREEMENT

ARTICLE A-II
TECHNICAL EQUIPMENT AND JURISDICTION

Section A2.1 – Technical Equipment

Amend the first sentence of the current provision to read:

“Only employees under this Agreement shall operate, maintain and, to the extent heretofore, repair and install technical equipment, and technical equipment for the purposes of this Agreement includes those facilities of the Engineering Department of the Company used in transmitting, converting and/or conducting audio, video and/or radio frequencies for use in broadcast, closed circuit broadcast, rebroadcast, audition, rehearsal, recording, and/or ‘on-the-air’ playback.”

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A. ENGINEERING AGREEMENT

ARTICLE A-II
TECHNICAL EQUIPMENT AND JURISDICTION

Section A2.2

Discussion Item

A. ENGINEERING AGREEMENT

ARTICLE A-II
TECHNICAL EQUIPMENT AND JURISDICTION

Section A2.4 – New Devices

Amend paragraph (a) of the current provision to read:

“(a) In the event that the Company introduces or permits to be used any process, machinery, equipment or device which substitutes for, supplements or replaces any present process, machinery, equipment or device being operated as of the date of this Agreement by employees within the Bargaining Unit, such process, machinery, equipment or device shall be operated, maintained and, to the extent heretofore, repaired and installed only by employees in the Bargaining Unit herein set forth.”

A. ENGINEERING AGREEMENT

ARTICLE A-II
TECHNICAL EQUIPMENT AND JURISDICTION

Section A2.6(a)

Amend the first sentence of the current provision as follows:

Work on technical equipment which is performed by a manufacturer or the manufacturer's representative in fulfilling the manufacturer's warranty may be performed by persons outside the Bargaining Unit for the period of such warranty up to a maximum of ~~five (5)~~ two (2) years after such equipment is put into operation. ~~or for such longer warranty period as the Company may obtain at the time of technical equipment purchase or lease, or for any renewal or extensions thereof, with the manufacturer or its successor.~~

Amend the second paragraph of the current provision to read:

“A maintenance engineer assigned to perform maintenance duties pursuant to the provisions of Paragraph 3. of Sideletter DK shall be upgraded to Group ~~7~~ 8 for the period of such assignment.”

Section A2.6 (c) Delete the current provision.

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A. ENGINEERING AGREEMENT

ARTICLE A-II
TECHNICAL EQUIPMENT AND JURISDICTION

Section A2.7

Modify the current provision as follows:

“ - New Technical Equipment - Prior Discussions

Prior to the operational use of new technical equipment ~~by Technical Operations~~, the Company will notify NABET-CWA of its decision to use the equipment in order that any operational problems involved may be discussed.

The Company will make available a copy of specifications and instructional material in its possession. Whenever possible, such notice will be given in writing at least three (3) weeks prior to the placing of such equipment into operation.”

A. ENGINEERING AGREEMENT

ARTICLE A-III
CLASSIFICATIONS AND WAGE SCALES

Section A3.1

1. Update all the wage scales in accordance with the Union's general wage proposal, and increase the "in-hire" rates for Group 2/Group 5 to \$1,200 per week and for Group 7 to \$1,400 per week.
2. Label the "Video Tape Librarians" wage scale as "Group 1L" and insert it just before the Group 2 wage scale in Section A3.1.
3. Amend the job classifications in the each of the Groups as follows:

Group 2

Radio Engineers (2)

~~Camera Operator~~

A2 – Audio Assist Engineer ~~Audio Operator (2)~~

Studio/Field Engineer

~~Graphics, Electronic Character Generator and/or Still Storage Operator~~

Technical Stock Clerk/Utility

Group 5

Audio Operator

Hand Held Camera Operator

Video Operator

~~Editor~~

VTR Operator

ENG Audio Operator

~~ENG Field Technician~~

~~ENG Field Technician/Editor~~

Sr. Network ENG Technical Support Engineer

Media Preparations Operator

~~Robotic Camera/Video Shading Engineer~~

Camera Operator

Graphics, Electronic Character Generator and/Still Store Operator

~~LDE~~

Graphic Artist (NY)

Network Studio Camera Operator – New York and Los Angeles*

Radio Engineer (5)

NABET-CWA Proposal 2/22/2011

Section A3.1 (cont'd)

Group 7

ENG-EFP Camera Operator
~~ENG-EFP Camera Operator/Editor~~
Maintenance
~~SNG Operator~~
LDE
Specialty Camera Operator (excluding Steadi-Cam)
Graphic Artist (NY)
~~Post Production Editor~~
Editor
~~Control Center Engineer~~
Network ENG Tech Support Supervisor
~~Transmission Engineer~~
Technical Support Supervisor (Radio)
Radio Engineer (7)
Robotic Camera Operator
Omnibus Studio Technician

Add a NEW Group 7A including the following job categories:

ENG-EFP Camera Operator/Editor
Maintenance Crew/Shift Supervisor
Transmitter Engineer

[Group 7A to be compensated at \$100.00 per week above the Group 7 rate.]

Group 8

~~Television Technical Director (8)~~
Maintenance Shop Supervisor
Post Production Editor
Senior Audio Engineer
Transmission Engineer
Control Center Engineer
Transmitter Engineer
SNG Operator
ENG-EFP Camera Operator/Editor/Transmission
Steady-Cam Operator

NABET-CWA Proposal 2/22/2011

Section A3.1 (cont'd)

Modify the Group 9 classification to include all Technical Directors:

Television Technical Director (9)

[Group 9 to be compensated at a rate 10% above the Group 8 rate.]

NABET-CWA Proposal 2/22/2011

A. ENGINEERING AGREEMENT

ARTICLE A-V
ISSUANCE OF WORK ASSIGNMENTS

Section A5.1

Amend the first sentence of the current provision to read:

“When a ~~Group 5~~, Group 7, Group 7A, ~~or~~ Group 8 or Group 9 employee is on duty, the issuance of work assignments by the Company shall normally be made through such ~~Group 5~~, Group 7, Group 7A, ~~or~~ Group 8 or Group 9 employee.”

NABET-CWA Proposal 2/22/2011

A. ENGINEERING AGREEMENT

ARTICLE A-VIII
MEAL PERIODS

Section A8.2(b)

Increase the current penalty to \$50.00

NABET-CWA Proposal 2/22/2011

A. ENGINEERING AGREEMENT

ARTICLE A-VIII
MEAL PERIODS

Section A8.2(c)

Delete the current provision.

A. ENGINEERING AGREEMENT

ARTICLE A-VIII
MEAL PERIODS

Section A8.5

~~“If the Company requires an employee to work during the meal period or periods provided for in Section A8.3, the employee shall receive, in addition to the time and one-half (1 1/2) pay required by Section A8.3, a penalty payment for each such meal period during which the employee works as follows:~~

~~“First (1st) such meal period not received on a tour.....\$7.00~~

~~“The penalty payment shall be increased by one (1) additional dollar for each additional meal period not received on a tour.~~

a premium in addition to his or her compensation equal to one-half (1/2) his or her regular rate for each hour or fraction thereof from the start of the scheduled meal period(s) until such meal period(s) is completed.”

A. ENGINEERING AGREEMENT

ARTICLE A-VIII
MEAL PERIODS

Section A8.6

Modify the current provision as follows:

The provisions of this Article with respect to the first (1st) meal period shall not apply to employees assigned to transmitters. Where such an employee has a regular workday of eight (8) hours with no meal period and is expected to eat on the job, such employee will receive a per diem food allowance of Fifty Dollars (~~(\$50.00) Six Dollars and Fifty Cents (\$6.50)~~) for each such day worked at such transmitter.

NABET-CWA Proposal 2/22/2011

A. ENGINEERING AGREEMENT

ARTICLE A-VIII
MEAL PERIODS

Section A8.7

Discuss current provision, including guidelines.

A. ENGINEERING AGREEMENT

ARTICLE A-IX
REST PERIODS

Section A9.1

Amend the current provision to read:

~~“It is the intention of the The Company to continue the practice of granting a shall grant a reasonable rest period (e.g., fifteen (15) minutes) at least every four (4) hours during a tour during television program rehearsals or a reasonable relief period for each job function and employee during an extended television broadcast such as a football game whenever possible to do so.”~~

NABET-CWA Proposal 2/22/2011

A. ENGINEERING AGREEMENT

ARTICLE A-XI
USE OF EMPLOYEE'S CAR

Section A11.1

Increase current rate to \$12.00

Section A11.2

Increase current rate to \$22.00

A. ENGINEERING AGREEMENT

ARTICLE A-XII
AIR CREDITS

Section A12.1

Amend the current provision by adding a NEW third paragraph to read:

“In the event any type of credits are given on any program, the Company shall exhibit the NABET-CWA seal on such program, and the minimum display size shall be either at least fifteen percent (15%) of the ‘safe title area’ of the program material, or no smaller than the logo or seal of any other union, guild, or employer association (e.g. AMPTP), whichever is larger.”

NABET-CWA Proposal 2/22/2011

ARTICLE A-XIII

COMPANY-WIDE EMPLOYMENT OPPORTUNITIES

Discussion Item

A. ENGINEERING AGREEMENT

ARTICLE A-XIV
DAILY EMPLOYMENT

Section A14.1

Amend the current provision to read:

(a) “The Company shall have the right to hire persons on a daily basis, provided, however, that the total number of days worked by such persons in any calendar year may not exceed fifty percent (50%) of the number of days paid to regular engineering employees during the previous calendar year ~~1996~~.”

(b) At each office of the Company, the Company shall give consideration for daily employment in the studio to any laid-off engineering employee with recall rights, or any employee who has been separated from the Company as the result of a VSP, from such office who notifies the Company at the time of his or her layoff, and each six (6) months thereafter, that he or she desires to perform work on a daily basis in the separate seniority group from which he or she was laid off and who, in the sole judgment of the Company, possesses the skills and abilities necessary to perform the specific work involved.

A14.1 Continued

A14.(d) 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, 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.

A. ENGINEERING AGREEMENT

ARTICLE A-XIV
DAILY EMPLOYMENT

Section A14.2

Amend the current provision to read:

“(a) The Company may engage persons on a daily basis to work a minimum of ~~four (4), six (6),~~ eight (8) or ten (10) hours on any day at the daily rate(s) set forth in Section A14.5. Daily hires may be assigned at such rate(s) for any ~~four (4), six (6),~~ eight (8) or ten (10) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X, such persons shall receive additional compensation as provided in that Article. At the time of engagement, the Company shall specify the length for each day(s) of the engagement. ~~The Company shall have the right to mix four (4), six (6), eight (8) or ten (10) hour engagements, where applicable.~~ The ten (10) hour rate shall apply on in the field.

A. ENGINEERING AGREEMENT

ARTICLE A-XIV
DAILY EMPLOYMENT

A14.2 (b) Modify the provision from the third sentence on, as follows:

~~“The regular hourly rate of pay for persons engaged on an 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 in 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 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.~~

~~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.~~

NABET-CWA Proposal 2/22/2011

Section A14.2 (cont'd)

(c) Delete the current provision in conformation with the elimination of four and six hour calls.

(d) Conform the agreement to reflect the elimination of four and six hour calls.

(e) Modify the provision to increase PILOB to \$85.00

“(f) Each person who works on a daily basis more than eighty (80) days in any calendar year shall receive annual vacation pay in an amount equal to ~~four percent (4%)~~ six percent (6%) of such employee’s straight-time rate of pay for all straight-time hours worked in that calendar year, payable by separate check by February 15 of the next succeeding calendar year.

Add a new paragraph (g):

“CONTINUATION PAY CREDITS: Where, in cases other than a production hiatus or a partial or total temporary shutdown of a function or operating area, the Company notifies an eligible daily-hire employee, as defined below, that it does not intend to offer further daily-hire employment to him/her for at least a thirty (30) day period, the Company shall pay said employee one day of pay (at the base pay rate the employee most frequently was paid during the latest twelve (12) months) per pay continuation credit (as defined below). The Company will make a good-faith effort to provide notice to employees under such circumstances; however, in the event an eligible employee in such a case is not so notified, but in fact is not offered at least ten (10) days of employment in a thirty (30) day period, he/she likewise will be entitled to such pay for accrued pay continuation credits at the end of such thirty (30) day period. An eligible daily-hire employee, defined as one who has averaged two hundred (200) or more days of employment over a period of three consecutive calendar years (provided said employee did not work less than one hundred fifty (150) days in any of such three (3) calendar years) and who did not work less than two hundred (200) days in the twelve (12) month period immediately preceding one of the triggering events described in the first two sentences of this paragraph, shall receive five (5) pay continuation credits for each calendar year in which he or she worked two hundred (200) or more days, provided that such calendar year(s) is/are contiguous with such three (3) year period and with a triggering event as described above. A daily-hire employee shall accrue no more than fifty (50) pay continuation credits. Such payment shall be conditioned upon the

employee executing a general release of claims drafted by and satisfactory to the Company. All accrued pay continuation credits are extinguished upon such payment, and an individual who receives such payment and later accepts daily-hire employment shall be treated as having not had previous daily hire employment for purposes of this paragraph.”

A. ENGINEERING AGREEMENT

ARTICLE A-XIV
DAILY EMPLOYMENT

Section A14.3

Amend the first paragraph of the current provision as follows:

Section A14.3 (a)

“(a) The following provisions of the Master Agreement shall not apply to persons hired on a daily basis: Sections 3.4, 3.5, 3.6 and 3.7, Articles VIII except Sections 8.1 (the final sentence only), 8.3, 8.9 (the third and fourth sentences only) and 8.11, XI except Sections 11.9, XII through XV, Sections 16.4(a), 16.5, 16.6(a), 16.11 and 16.12, Articles XVIII, XIX, XXII except the Company’s Accidental Death and Dismemberment Policy and except with respect to daily hire employees determined to be eligible for Signature Plan benefits pursuant to Sideletter HF, XXIII, XXIV, and Articles XXVI through XXIX. In lieu of the respective provisions of the Master Agreement, the following shall apply to such persons hired on a daily basis:”

A14.3 (b) Travel Only Days:

Discussion Item

A. ENGINEERING AGREEMENT

ARTICLE A-XIV
DAILY EMPLOYMENT

Section A14.5

1. Update all the wage scales in accordance with the Union's general wage proposal.
2. Conform classifications to the Union's A3.1 proposal
3. DELETE the "Four Hour" and "Six Hour" scales in conformance with the Union's, Section A14.2 proposals.

NABET-CWA Proposal 2/22/2011

STIPULATION OF AGREEMENT

Stipulation (8) Working Rules – Technical Directors

Amend the current provision by changing all references to Group 8 Technical Directors to Group 9, in conformance with the Union's Section A3.1 proposal to reclassify Technical Directors as Group 9.

NABET-CWA Proposal 2/22/2011

SIDELETTER AI
Written Stipulations

Amend the current provision by UPDATING the dates.

NABET-CWA Proposal 2/22/2011

SIDELETTER AJ
Special Severance Allowance

Amend the “Special Severance Allowance” schedule as follows:

Years of Unit Seniority	Amount of Special Severance Allowance	
3 - 5 Years	\$3,500.00	<u>\$7,000.00</u>
5 - 10 Years	\$7,000.00	<u>\$14,000.00</u>
10 Years and Over	\$9,000.00	<u>\$18,000.00</u>

NABET-CWA Proposal 2/22/2011

SIDELETTER BE
"In the Field"

Amend the first paragraph of the current provision to read:

“The parties recognize that as a result of the negotiations for the 2003-2007 NABET-CWA-ABC Master Agreement, the following paragraph is no longer applicable and has no substantive relevance any longer under the current Master Agreement as the result of changes in Section A8.2 and A8.7 but the parties have agreed to retain it here for historical purposes only, ~~and only for the term of the 2003-2007 Agreement.~~”

NABET-CWA Proposal 2/22/2011

SIDELETTER DD

HEALTH AND SAFETY

Discuss new evaluation of internal processes, guidelines and procedures with regard to health and safety.

NABET-CWA Proposal 2/22/2011

SIDELETTER DJ
News Producer Assignments

Increase the \$40 payment to \$50

Increase the \$60 payment to \$75

NABET-CWA Proposal 2/22/2011

SIDELETTER DK
Computer Systems

DELETE the current provision.

NABET-CWA Proposal 2/22/2011

SIDELETTER DM

New York Library Agreement

Extend no layoff guarantee for all librarians in Los Angeles and New York until March 30, 2015.

NABET-CWA Proposal 2/22/2011

SIDELETTER DN
Digital Cameras and Related Equipment

Amend the paragraph 8 of the current provision to read:

“No ENG news field engineer (i.e., member of one or two person camera crew) on regular staff as of March 31, ~~2007~~ 2011 shall be laid off during the term of the ~~2007-~~ ~~2011~~ 2011-2015 Master Agreement as a direct result of the use of such cameras by other persons in accordance with the terms of this Sideletter.”

NABET-CWA Proposal 2/22/2011

SIDELETTER DU
Stewards/Officers – WABC-TV

DELETE the current provision.

NABET-CWA Proposal 2/22/2011

SIDELETTER DV
Implementation of Sideletter DK

DELETE the current provision.

[NOTE: This proposal is offered on a package basis only along with the Union's proposal to delete Sideletter DK.]

NABET-CWA Proposal 2/22/2011

SIDELETTER EF
Company Benefit Plans and Programs

Update dates and conform the current provision in accordance with the Union's proposals on various Company benefits.

NABET-CWA Proposal 2/22/2011

SIDELETTER EI

Delete the current provision.

NABET-CWA Proposal 2/22/2011

SIDELETTER EN
KGO-TV and KGO-Radio Conditions

DELETE the current provision.

NABET-CWA Proposal 2/22/2011

SIDELETTER ET
Training

Discussion Item.

SIDELETTER EU
Non-Represented AVID Editors

Amend the current provision to read:

“Persons employed by the Company who are assigned to operate such nonlinear computer editing systems solely to ‘edit’ material covered by the Master Agreement, but who at no time are responsible for the editorial content of the material which they are ‘editing’ (hereinafter ‘editorial responsibility’), shall be covered by the Engineering Agreement. It is understood that dubbing (including digitizing, copying, cloning and transfers), screening and/or other non-editing functions are not covered by the above, but nothing herein precludes NABET-CWA represented engineers from being assigned such functions or given some editorial responsibility. Editors who are ‘supervised’ during editing, or who perform editing in compliance with general instructions from others (e.g. EDLs, notes, verbal instructions, etc.) shall be deemed to not have any ‘editorial responsibility’ for the purposes of this Sideletter EU, and shall be covered by the Master Agreement .

“Editorial responsibility is the duty to make a decision(s) and/or a judgment(s) (which decision(s) and/or judgment(s) may include elements of an artistic or creative nature) with respect to the content of material during the process of assembling or producing a program, or any segment thereof, or other material covered by the Master Agreement. The failure to perform, or to properly perform, such duty may result in discipline. ~~The Company’s designation of editorial responsibility shall be conclusive for~~

NABET-CWA Proposal 2/22/2011

Sideletter EU (cont'd)

~~the purpose of determining coverage by the Engineering Agreement.~~ It is agreed that any assignment of NABET-CWA-represented employees to such non-linear editing systems shall not create a precedent or a practice. In addition, any such assignment of NABET-CWA-represented engineers shall not, in and of itself, make the area in which such assignment is performed a technical area, or an area in which NABET-CWA-represented engineers are deemed to be regularly or normally assigned.

“The Company agrees that those non-NABET-CWA-represented employees employed by the Company in Los Angeles as of the effective date of the 1997 Master Agreement solely to edit as set forth in the first sentence of the first paragraph in this Sideletter EU will, following ratification of the 1997 Master Agreement, be covered under the Master Agreement. The Union agrees that, in Los Angeles, it will waive any initiation fees which may otherwise be assessed in order for these individuals to join the Union.”

NABET-CWA Proposal 2/22/2011

SIDELETTER EX
Retiree Medical Benefits

Conform the current provision in accordance with the Union's proposal to change
Section 22.4 of the General Articles.

NABET-CWA Proposal 2/22/2011

SIDELETTER EZ
Staff Voluntary Separation Program

Update the date in first paragraph to the ratification date of the 2007-2011 successor agreement.

Change application to all staff NABET-CWA-represented employees of the Company.

Change separation formula to two-tiers from three as follows:

(i) Employees with less than 10 years of Total Company Seniority will receive twenty (20) weeks' base pay, plus one week of base pay for each completed year of Total Company Seniority.

(ii) Employees with ten (10) or more years of Total Company Seniority will receive fifty-two (52) weeks' base pay, plus one week of base pay for each completed year of Total Company Seniority.

Keep Sideletter AJ applicable payments.

Make conforming changes throughout Sideletter EZ in accordance with the above.

NABET-CWA Proposal 2/22/2011

SIDELETTER EZ-2

Delete current provision as part of a package proposal in conjunction with the Union's proposal to modify Sideletter EZ.

NABET-CWA Proposal 2/22/2011

SIDELETTER FB
Daily Hire Defined Contribution Plan

Increase the current contribution from 4% to 6%.

NABET-CWA Proposal 2/22/2011

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

Conform provision to reflect the \$85.00 PILOB payment called for in the Union's A14.2(e) proposal.

Change the Flex Plan contribution from \$15.00 to \$25.00

NABET-CWA Proposal 2/22/2011

SIDELETTER FM
Local On-Camera Appearance Rates

Update the Local On-Camera Appearance rates.

NABET-CWA Proposal 2/22/2011

SIDELETTER FR
Microwave Receive Site Maintenance

Amend the second paragraph of the current provision to read:

“No employee on the Company’s regular maintenance staff at each local or Network operation as of March 31, ~~2003~~ 2011 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.”

NABET-CWA Proposal 2/22/2011

SIDELETTER FS
Sale, Merger or Consolidation

Update dates.

NABET-CWA Proposal 2/22/2011

SIDELETTER FU
DK or CX Equipment

DELETE the current provision.

SIDELETTER GK
Effect of "A" Unit Rate Compression

Amend the current provision as follows:

Paragraph 7

Conform to reflect the Union's Article VIII proposal for the elimination of one-tenth hour overtime increments.

Paragraph 8

DELETE the current provision.

Paragraph 10

Amend the current provision to read:

"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~~ \$1,200.00 per week for Groups 2 or 5, or an in-hire rate of ~~\$1,100~~ \$1,400.00 for Group 7. ~~This subparagraph 10 shall not apply at KGO-TV.~~"

Paragraph 11

DELETE the current provision.

[NOTE: The proposals to delete paragraphs 8 and 11 and the last sentence of paragraph 10 are offered as a package only in conjunction with the Union's proposals to delete Sideletters EN.]

NABET-CWA Proposal 2/22/2011

SIDELETTER GM
Transmitter Engineer Supervisor

DELETE the current provision.

[NOTE: The proposal to delete Sideletter GM is offered as a package only in conjunction with the Union's proposals to reclassify and add certain job titles (e.g., Transmitter Engineer, Maintenance Crew/Shift Supervisor, Maintenance Shop Supervisor) to Section A3.1.]

NABET-CWA Proposal 2/22/2011

SIDELETTER GN
WABC-TV Two Person ENG Crew Rate

DELETE the current provision.

[NOTE: The proposal to delete Sideletter GN is offered as a package only in conjunction with the Union's proposals to add new classifications contained in Sections A3.1 and A14.5.]

NABET-CWA Proposal 2/22/2011

SIDELETTER GP
Sideletter GD Wage Rates

Increase the rates in accordance with the Union's general wage proposal.

NABET-CWA Proposal 2/22/2011

SIDELETTER GQ
ABC-NABET Retirement Plan

Discussion item.

Further, the Union reserves its right to make proposals concerning the ABC-Retirement Plan as needed throughout these negotiations.

NABET-CWA Proposal 2/22/2011

SIDELETTER GY
Minimum Pay Increments

Delete the current provision.

NABET-CWA Proposal 2/22/2011

SIDELETTER HC
Graphics Operator Work on Sports Remotes

Delete current paragraphs 1, 2, and 7.

Modify the wage scale in current paragraph 4 to Group 5.

NABET-CWA Proposal 2/22/2011

SIDELETTER HE
Secondary Digital Operations Engineering Agreement

Discussion Item

NABET-CWA Proposal 2/22/2011

SIDELETTER HF

Daily Hire Signature Benefits

Update Dates.

NABET-CWA Proposal 2/22/2011

SIDELETTER HH

Delete Current provision. Conform entire Master Agreement to reflect the deletion of this Sideletter.

SIDELETTER 101 (New)

“1. During the term of the 2011-2015 Master Agreement, the Company shall make good faith offers of staff employment to no fewer than one hundred (100) individuals who, as of [ratification date], were employed on a regular basis as NABET-CWA-represented daily hire employees. Such an offer shall be at no less than an appropriate classification and wage scale based upon the job function he or she would perform as a staff employee, provided that an individual who is offered a staff position performing substantially the same work in the same location as that which he or she performed for one-hundred and eighty (180) days or more as a daily-hire in the immediately prior calendar year shall be offered no less than the base pay rate he or she most frequently was paid during the latest twelve (12) months. It is agreed that no fewer than ten (15) of such offers will be made in the New York office, no fewer than fifteen (10) of such offers will be made in the Chicago, Los Angeles, San Francisco, and Washington offices. It is further agreed that no fewer than fifty (50) of such offers will be made during the twelve (12) months commencing on [ratification date] with no fewer than the remainder of the one hundred (100) offers being made during the twelve (12) months commencing on [ratification date + one year]. A department that is making an offer of staff employment will give first consideration, but not preference, to any daily hire employees who have worked in that department performing the function for which such offer is to be made for at least one hundred and eighty (180) days during the prior year. However, the Company shall determine, in its sole discretion, to whom offers of staff employment will be made,

and the decision to make or not to make an offer to certain individual(s) shall not be subject to Article XX. Notwithstanding the previous sentence, claims that those receiving offers pursuant to this paragraph were not employed on a “regular basis” shall be subject to Article XX solely in connection with a Union claim that the Company’s “regular-basis” determination was made in bad faith.