

**Summary of NABET-CWA/ABC, Inc.  
Tentative Agreement  
Dated March 8, 2017**

**Disclaimer:** This document is a non-technical summary of proposed changes to the NABET-CWA/ABC Inc. Master Agreement as expressed in the March 8, 2017 tentative agreement between the Union and the Company. It is prepared for informational purposes and for reference use only by members of NABET-CWA. This summary is not intended to be an all-inclusive description of the effects of the proposals discussed herein. **The interpretation and effect of any proposal discussed herein is controlled by the actual proposal language and bargaining history.**

**GENERAL ARTICLES**

**Wages**

If the contract is ratified by April 14, 2017, base wages will be increased by 2.5% effective, and retroactively to, April 1, 2017. Wages increased by an additional 2.5% the first full payroll after April 1, 2018, further increased by an additional 2% the first full payroll after April 1, 2019, and by an additional 2 % the first full payroll after April 1, 2020.

The new contract would expire March 31, 2021.

**Section 7.7(a) - Per Diem Allowance**

Increase per diem allowance from \$56 per day to \$57 per day effective the first full pay period on or after April 1, 2017.

**Section 7.7(e) – Parking Reimbursement**

Parking expenses will be reimbursed at the crew hotel, event venue or site of remote pickup while on assignments requiring an overnight stay. Incremental parking expenses for a local ENG crew required to work away from the home office overnight will also be reimbursed, after the employee has parked at a facility as part of their commute. Receipts are required for all reimbursements. The Company may specify preferred parking facilities.

**Section 8.3 – Short Turnaround**

The short turnaround corridor has been changed from twelve (12) hours to ten (10) hours. For the first time ever, Daily Hire employees in the “A”, “B”, “F”, “K”, “O” and “P” units will now be eligible for short turnaround compensation.

**Section 10.1 – Night Shift Differential**

The corridor for night shift differential remains 12:00 Midnight to 6:00AM. However, the rate for straight-time hours worked in the corridor is reduced from 15% to 10%. The rate for overtime worked in the corridor is reduced from 22.5% to 15%. Night Shift Differential shall not apply to employees working under the terms and conditions of the ABC Sports Event Agreement.

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**Section 14.3(a) - Discipline**

The Company may impose disciplinary suspensions **with** or without pay. Notice of such suspension shall be given to the Local President prior to the suspension, if possible.

**Section 19.16 – Single Day Vacations**

Include “A” unit Engineering at Network Operations in Washington D.C., New York and Los Angeles for single day vacation selections.

**Section 20.6**

Update the list of Arbitrators as follows:

- New York - Joel Wiesblatt and Bonnie Siber Weinstock
- Washington DC - Joan Parker
- Chicago - Barry E. Simon
- San Francisco and Los Angeles - Fred Horowitz
- For 20.10 cases and grievances involving more than one office - Joel Wiesblatt

**Section 22.2(c) [NEW] – Travel Accident Insurance**

The Company will now provide accidental death, dismemberment and permanent total disability coverage to Daily Hire employees. The “annual salary” for purposes of this coverage shall be \$70,000.

**Section 26.2 [NEW] - Daily Hire Sick Leave**

Establish a sick leave provision for daily hire and part-time employees in New York, Chicago and Washington DC. Employees shall accrue one (1) day of paid sick leave for every 360 hours worked, up to a maximum of 4 days in a calendar year. Employees may carry over a maximum of three (3) days of unused sick leave accrued in one calendar year into the following calendar year, but would not be permitted to use more than four (4) days total in any calendar year. The hours used for these calculations would be based on a calendar year starting January 1, 2017, for use in calendar year 2017, provided that the Master Agreement is ratified by April 14, 2017.

Employees working in the Los Angeles and San Francisco offices of the Company will continue to receive paid sick leave pursuant to the California Healthy Workplaces, Healthy Family Act Effects Agreement, executed between the parties in July 2015.

Any days worked under the ABC Sports Event Agreement would not apply to this provision.

**Section 30.2**

Modify this section to add the following language: *“The Company will notify the Local President or his designee whenever a payment will be delayed due to the payroll being locked early because of a holiday, or any other reason.”*

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**“A” ENGINEERING AGREEMENT**

**Section A3.1 - Wages**

Increase the “in-hire” rates as follows:

- Group 2 – Increase from the current \$1000/week to \$1160/week
- Group 5 – Increase from the current \$1000/week to \$1173/week
- Group 7 – Increase from the current \$1175/week to \$1370/week

**Section A5.1**

Delete Group 5 supervisor from this provision.

**Section A7.7**

Any employee assigned to transmitter maintenance shall be paid at the Group 7 rate of pay.

**Section A8.1 & A8.2(a) – Meal Periods**

The meal remains as a one-hour paid meal, which does not count toward the calculation of overtime.

However, for employees assigned to *General Hospital*, the one-hour meal shall be unpaid. The unpaid meal provision shall not affect the “blown meal”, “slid meal” or OTE provisions for *General Hospital*. In the event that production of *General Hospital* is discontinued, the Company’s unpaid meal rights shall end upon the announcement of the production being discontinued.

**Section A8.2(c) – Opportunity to Eat (OTE)**

The Opportunity to Eat (OTE) provision has been expanded to include the following operations: Technology and Operations (except maintenance operations with a shop), *General Hospital* and any entertainment programs for which initial production commences after April 1, 2017.

The payment for an OTE shall remain at forty-four (\$44) dollars per day. WABC ENG will maintain the current \$45/day OTE until April 1, 2019, when it will be reduced to \$44/day to conform with all other operations.

**Section A14.2(d) – Daily Hire Shift Cancellation**

The shift cancellation window has been modified from 12:00 noon – 5:00pm of the day preceding to 11:00AM to 4:00PM of the day preceding.

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**Section A14.2(f) - Daily Hire Annual Vacation Pay**

The threshold for Daily Hires to qualify for annual vacation pay has been improved from the current eighty (80) days in a calendar year to seventy (70) days in a calendar year.

The payment remains at 4% of all straight-time hours worked in that calendar year.

**Section A14.2(h) - Daily Hire Life Insurance**

The threshold for Daily Hires to qualify for Company paid life insurance has been improved from the current eighty (80) days in a calendar year to seventy-five (75) days in a calendar year.

The principal amount of life insurance has been increased from \$50,000 to \$65,000.

**Section A14.2(i) [NEW] - Daily Hire Short Turnaround**

Daily Hire employees will now qualify for short turnaround. There shall be a minimum of ten (10) hours between the end of a shift and the start of the next shift. Assignments during the turnaround period shall be compensated at \$7.50/hour, for the portion of the assignment which encroaches on the turnaround period.

This provision shall not apply to “travel only” days.

**Section A14.3(b) - Daily Hire “Travel Only” Days**

The Daily Hire travel stipend for “travel only” days has been increased from \$260/day to \$270/day.

“Travel only” days will count for the purpose of the determination regarding an offer of Signature Benefits as provided in Sideletter HF.

**Section A14.3(f) [NEW] - Daily Hire Short Turnaround**

Only for “New Entertainment Productions” beginning after April 1, 2017, the short turnaround corridor for Daily Hire employees shall be nine (9) hours.

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**ABC-NABET SPORTS EVENT AGREEMENT**

**Section 3(a)(iii) – Night Shift Differential**

Night shift differential shall not apply to employees covered by this Agreement.

**Section 3(a)(vii) [NEW] – Meal Periods**

The first meal period shall be no less than 30 minutes and shall not count toward the computation of overtime. On set-up days, when a meal is not provided, reasonable additional time shall be provided for employees to obtain a meal.

The penalty for missing a first meal shall be a single payment of one (1) hour of overtime.

**Section 3(a)(vi)(4) – Flex Plan Contribution**

The Company contribution to the Entertainment Industry Flex Plan shall increase from \$35/day to \$40/day effective April 1, 2019.

**Section 3(a)(viii) – Short Turnaround**

Daily Hire employees will now qualify for short turnaround. Assignments during the 10 hour turnaround period shall be compensated at \$7.50/hour, for the portion of the assignment which encroaches on the turnaround period.

This provision shall not apply to “travel only” days.

**Section 3(a)(ix) [NEW] – Mileage Reimbursement**

When an employee uses their own vehicle on an overnight assignment (with the approval of management) and commutes between the remote site and the hotel, mileage shall be reimbursed at the applicable IRS rate.

**Section 3(d) [NEW] – Telephone Conference and Internet Assignments**

Employees required to attend, or call into, pre-production or post-production meetings shall be paid their regular straight-time hourly rate for actual time spent in such meetings. The minimum compensation under this provision is thirty (30) minutes. Payment in lieu of pension and payment in lieu of vacation computations shall apply. Payment in lieu of benefits and computation towards daily hire life insurance will not apply.

Employees required to participate in internet-based training (e.g., new graphics packages, operating systems, safety, timekeeping) or perform administrative tasks (travel and expense reports) other than at the site of the remote shall be paid twenty dollars (\$20) per hour for such training or administrative work. No benefit payments or accumulations will be due for such assignments.

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**Section 3(f) [NEW] – Daily Hire Sick Leave**

Section 26.2 (Daily Hire Sick Leave) provisions shall not apply to any days worked under the ABC Sports Event Agreement.

The practice of paying 8 hours at the applicable straight-time rate to an employee who is out of town on assignment but unable to report for work due to illness shall not change.

**Section A14.3(b) - Daily Hire “Travel Only” Days**

The Daily Hire travel stipend for “travel only” days has been increased from \$260/day to \$270/day.

“Travel only” days will count for the purpose of the determination regarding an offer of Signature Benefits as provided in Sideletter HF.

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**“B” TRAFFIC & COMMUNICATIONS AGREEMENT (New York)**

**Section B4.1 – Transportation for Employees**

Modify this section to apply to male and female employees.

**Section 8.3 – Short Turnaround**

For the first time ever, Daily Hire employees in the “B” Unit will now be eligible for short turnaround compensation. Assignments during the 10 hour turnaround period shall be compensated at \$7.50/hour, for the portion of the assignment which encroaches on the turnaround period.

**Sideletter #11 [NEW] – Commuter Reimbursement for Daily Hires**

Daily Hires in the “B” Unit will now be eligible to participate in the Company’s Commuter Assistance Benefit Program, on a pre-tax basis.

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**“F” NEWSWRITERS – PRODUCERS AGREEMENT (San Francisco)**

**Section F2.5(e) [NEW] – Anchors and Correspondents Writing Material**

Anchors and Correspondents outside the bargaining unit may write, rewrite, condense and/or process news material for their own broadcast as well as occasionally material for other correspondents and anchors in unforeseen circumstances (e.g. breaking news or operational exigencies). The Company’s exercise of this provision is meant to supplement, not supplant, the normal scheduled usage of NABET-CWA represented Newswriters.

Amend the date of the no layoff clause for Staff Newswriters to March 31, 2017.

**Section F3.1 – Classifications and Wage Scales**

Amend Section F3.1 as follows:

- 1. Annual Wage Increases:** F Unit employees, including daily hires, shall receive the same annual minimum wage scale increases applicable to other Units, as agreed upon in the successor to the 2011-2017 Master Agreement.
- 2. Increase Escalator Rates:** The increases set forth in paragraph 1 shall apply to the minimum wage scales set forth in Section F3.1.
- 3. Staff Employee Escalator:** Notwithstanding any provision of the Master Agreement to the contrary, any existing staff employee below the "4 and over" rate as of April 1, 2017, and any staff employee hired on or after April 1, 2017, shall progress up the escalator until such employee reaches the "3-4 rate," but shall not be entitled to be paid at or above the "4 and over" rate, except as a matter of merit or overscale pay as determined in the sole discretion of the Company. Such merit or overscale rate shall be set forth in a Sideletter FF overscale arrangement.
- 4. Current Daily Hire Annual Rate Increases:** Increase the daily rates paid as of April 1, 2017 to the daily hires specified on the attached list in accordance with the annual percentage increases set forth in paragraph 1.
- 5. New Daily Hire Escalator Placement:** The Company shall notify the Union of its decision as to the escalator placement of new daily hires, that is, daily hires not on the attached list, including those placed at the "0-1 rate." Thereafter, any annual raise(s) coming due pursuant to paragraph 1 shall be applied to such employee's initial escalator placement or any subsequent discretionary rate increase, regardless of whether that annual raise will result in a rate that is higher

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or lower than any specific escalator step set forth in Section F3.1, provided that no employee shall be paid below the 0-1 rate.

- 6. Rehired Employees:** All staff employees who voluntarily separate, and are subsequently reemployed as staff, shall be placed on the wage escalator as a newly hired employee under Section F3.7. Any daily hire employees who are not engaged for a period of six (6) months shall be placed on the escalator as a “new” daily hire subject to initial placement pursuant to paragraph 5.

[Make conforming changes as necessary to the “F” Unit Agreement.]

<b><u>F Unit</u></b> <b>Current Daily Hire Employees</b>
DEVINE, GEORGE
DRUDE, ALEX
HALL, STEVE
JUE, TIMOTHY
KNAPP, BRENDAN
LEE, KERRY
LOPEZ, RONALD
LUCE, ALICIA
MENDOZA, JUSTIN
MORING, SCOTT
OLIVARES, GLORIA
RIZZA, THOMAS
RUMPLE, JENNIFER
SINGER, ALAN
SMITH, ANDREW
WALSH, ED
WYNYARD, ANNELLA
YURIAR, NORMA

**Section F3.8 – Producer Fees**

Increase the Producer Fee for programs of 30 minutes or more, but less than 1 hour, from \$13 to \$18.

Increase the Producer Fee for programs of 1 hour or longer, from \$23 to \$28.



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**Section F3.11(a) – Daily Hires**

Amend the date of the no layoff clause for Staff Newswriters to March 31, 2017.

Conform the holidays to substitute Labor Day in place of President's Day.

**Sideletter #7 [NEW] – Writing by Persons in Non-Covered Station Operations**

Persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union's exclusive assignment jurisdiction, may also, at the Station's discretion, perform any writing and, at KGO-TV, any producer work in conjunction with any segments, inserts, stories or pieces that appear on Station news programs, provided that (1) no more than four (4) such different segments per week of no longer than four (4) minutes, may appear on a-news broadcasts; and (2) such material was developed in connection with their non-covered work. With respect to condition number 1, replays including edited versions of material originally broadcast on news programs shall count as one segment. The foregoing includes any material that requires additional writing and, at KGO-TV, additional producing work necessary with its use on a news program.

The Company's exercise of this provision is meant to supplement the normal scheduled usage of NABET-CWA represented Newswriters.

In addition to the foregoing rights, nothing herein shall be construed to diminish any existing rights or practices at any particular Station, including long-standing practices at KABC-TV.

**Section 8.2 – Weekly Schedule Posting**

The 9-day advance window for weekly schedule posting shall be expanded to sixteen (16) days for employees in the "F" Unit.

**Section 8.3 – Short Turnaround**

For the first time ever, Daily Hire employees in the "F" Unit will now be eligible for short turnaround compensation. Assignments during the 10 hour turnaround period shall be compensated at \$7.50/hour, for the portion of the assignment which encroaches on the turnaround period.

**Sideletter #11 [NEW] – Commuter Reimbursement for Daily Hires**

Daily Hires in the "F" Unit will now be eligible to participate in the Company's Commuter Assistance Benefit Program, on a pre-tax basis.

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**“K” NEWSWRITERS AGREEMENT (Chicago)**

**Section K2.4(e) [NEW] – Anchors and Correspondents Writing Material**

Anchors and Correspondents outside the bargaining unit may write, rewrite, condense and/or process news material for their own broadcast as well as occasionally material for other correspondents and anchors in unforeseen circumstances (e.g. breaking news or operational exigencies). The Company’s exercise of this provision is meant to supplement, not supplant, the normal scheduled usage of NABET-CWA represented Newswriters.

Amend the date of the no layoff clause for Staff Newswriters to March 31, 2017.

**Section K3.1 – Classifications and Wage Scales**

Amend Section K3.1 as follows:

- 1. Annual Wage Increases:** K Unit employees, including daily hires, shall receive the same annual minimum wage scale increases applicable to other Units, as agreed upon in the successor to the 2011-2017 Master Agreement.
- 2. Increase Escalator Rates:** The increases set forth in paragraph 1 shall apply to the minimum wage scales set forth in Section K3.1.
- 3. Staff Employee Escalator:** Notwithstanding any provision of the Master Agreement to the contrary, any existing staff employee below the "4 and over" rate as of April 1, 2017, and any staff employee hired on or after April 1, 2017, shall progress up the escalator until such employee reaches the "3-4 rate," but shall not be entitled to be paid at or above the "4 and over" rate, except as a matter of merit or overscale pay as determined in the sole discretion of the Company. Such merit or overscale rate shall be set forth in a Sideletter FF overscale arrangement.
- 4. Daily Hire Escalator:** The parties’ Settlement Agreement dated May 9 and 10, AC 99-05 and AC-00-05 (“Settlement Agreement”) shall continue except:
  - a. The rule in paragraph 3 shall apply to existing daily hires below the "4 and over" rate and new daily hires. Existing daily hires shall be defined to mean those employees on the attached list and new daily hires shall mean those daily hires not included on such list.
  - b. Paragraph II. A of the Settlement Agreement shall no longer apply to new daily hires. Instead, the Company shall notify the Union of its decision as to the initial escalator placement of new daily hires, that is, daily hires not on the attached list, including those placed at the "0-1 rate."

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**5. Rehired Employees:** All staff employees who voluntarily separate, and are subsequently reemployed as staff, shall be placed on the wage escalator as a newly hired employee under Section K3.3. Any daily hire employees who are not engaged for a period of six (6) months shall be placed on the escalator as a “new” daily hire subject to initial placement pursuant to paragraph 4(b).

[Make conforming changes as necessary to the “K” Unit Agreement.]

<b><u>K Unit</u></b>
<b>Current Daily Hire Employees</b>
Adam Alexander
Alana Alkema
Joseph Anthony
Jose Baltierra
Thomas Greve
Laura Reynolds
Jason Smith
Yuki Spellman

**Sideletter #7 [NEW] – Writing by Persons in Non-Covered Station Operations**

Persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union’s exclusive assignment jurisdiction, may also, at the Station’s discretion, perform any writing and, at KGO-TV, any producer work in conjunction with any segments, inserts, stories or pieces that appear on Station news programs, provided that (1) no more than four (4) such different segments per week of no longer than four (4) minutes, may appear on a-news broadcasts; and (2) such material was developed in connection with their non-covered work. With respect to condition number 1, replays including edited versions of material originally broadcast on news programs shall count as one segment. The foregoing includes any material that requires additional writing and, at KGO-TV, additional producing work necessary with its use on a news program.

The Company’s exercise of this provision is meant to supplement the normal scheduled usage of NABET-CWA represented Newswriters.

In addition to the foregoing rights, nothing herein shall be construed to diminish any existing rights or practices at any particular Station, including long-standing practices at KABC-TV.

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**Section 8.2 – Weekly Schedule Posting**

The 9-day advance window for weekly schedule posting shall be expanded to sixteen (16) days for employees in the “K” Unit.

**Section 8.3 – Short Turnaround**

For the first time ever, Daily Hire employees in the “K” Unit will now be eligible for short turnaround compensation. Assignments during the 10 hour turnaround period shall be compensated at \$7.50/hour, for the portion of the assignment which encroaches on the turnaround period.

**Sideletter #11 [NEW] – Commuter Reimbursement for Daily Hires**

Daily Hires in the “K” Unit will now be eligible to participate in the Company’s Commuter Assistance Benefit Program, on a pre-tax basis.

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**“O” NEWSWRITERS AGREEMENT (Los Angeles)**

**Section O2.3(e) [NEW] – Anchors and Correspondents Writing Material**

Anchors and Correspondents outside the bargaining unit may write, rewrite, condense and/or process news material for their own broadcast as well as occasionally material for other correspondents and anchors in unforeseen circumstances (e.g. breaking news or operational exigencies). The Company’s exercise of this provision is meant to supplement, not supplant, the normal scheduled usage of NABET-CWA represented Newswriters.

Amend the date of the no layoff clause for Staff Newswriters to March 31, 2017.

**Section O3.1 – Classifications and Wage Scales**

Amend Section O3.1 as follows:

- 1. Annual Wage Increases:** O Unit employees, including daily hires, shall receive the same annual minimum wage scale increases applicable to other Units, as agreed upon in the successor to the 2011-2017 Master Agreement.
- 2. Increase Escalator Rates:** The increases set forth in paragraph 1 shall apply to the minimum wage scales set forth in Section O3.1.
- 3. Staff Employee Escalator:** Notwithstanding any provision of the Master Agreement to the contrary, a staff employee hired on or after April 1, 2017 shall progress up the escalator until such employee reaches the "3-4 rate," but shall not be entitled to be paid at or above the "4 and over" rate, except as a matter of merit

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or overscale pay as determined in the sole discretion of the Company. Such merit or overscale rate shall be set forth in a Sideletter FF overscale arrangement.

- 4. Current Daily Hire Annual Rate Increases:** Increase the daily rates paid as of April 1, 2017 to the daily hires specified on the attached list in accordance with the annual percentage increases set forth in paragraph 1.
  
- 5. New Daily Hire Escalator Placement:** The Company shall notify the Union of its decision as to the escalator placement of new daily hires, that is, daily hires not on the attached list, including those placed at the "0-1 rate." Thereafter, any annual raise(s) coming due pursuant to paragraph 1 shall be applied to such employee's initial escalator placement or any subsequent discretionary rate increase, regardless of whether that annual raise will result in a rate that is higher or lower than any specific escalator step set forth in Section O3.1, provided that no employee shall be paid below the O-1 rate.
  
- 6. Commitment to Hire Staff Employees:** KABC-TV shall hire at least two staff Newswriters within one year of ratification. Any daily hire employees made staff pursuant to this provision shall be subject to initial placement on the escalator pursuant to Section O3.3, without regard to previous daily hire service for the Company.
  
- 7. Rehired Employees:** All staff employees who voluntarily separate, and are subsequently reemployed as staff, shall be placed on the wage escalator as a newly hired employee under Section O3.3. Any daily hire employees who are not engaged for a period of six (6) months shall be placed on the escalator as a "new" daily hire subject to initial placement pursuant to paragraph 5.

[Make conforming changes as necessary to the "O" Unit Agreement.]

<b><u>O Unit</u></b>
<b>Current Daily Hire Employees</b>
Ahearn, Sarah
Antoccia, Melissa
Bastidas, Camila
Bihn, Kristie
Brill, David
Burch, Jacob
Caballero, Yvette
Cabrera, Juan

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Chesbro, Madeline
Davis, Matthew
Garagiola, Megan
Garcia, Danielle
Gonzales, Michelle
Jepson Knopf, Michelle
Munoz Hetler, Alejandra
Peters, Ronald
Robinson, Matthew
Rodriguez, Mariam
Samuelson, Kari
Seals, Kathryn
Skelton, Brian
Steiner, James
Van Horn, Lecia
Winfield, Tanya

**Section O3.12 – KABC-TV Desk Assistants**

Delete this section of the contract.

**Section O3.14(a) – Daily Hires**

Amend the date of the no layoff clause for Staff Newswriters to March 31, 2017.

Conform the holidays to substitute Labor Day in place of President’s Day.

**Sideletter #7 [NEW] – Writing by Persons in Non-Covered Station Operations**

Persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union’s exclusive assignment jurisdiction, may also, at the Station’s discretion, perform any writing and, at KGO-TV, any producer work in conjunction with any segments, inserts, stories or pieces that appear on Station news programs, provided that (1) no more than four (4) such different segments per week of no longer than four (4) minutes), may appear on a-news broadcasts; and (2) such material was developed in connection with their non-covered work. With respect to condition number 1, replays including edited versions of material originally broadcast on news programs shall count as one segment. The foregoing includes any material that requires additional writing and, at KGO-TV, additional producing work necessary with its use on a news program.

The Company’s exercise of this provision is meant to supplement the normal scheduled usage of NABET-CWA represented Newswriters.

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**Section 8.2 – Weekly Schedule Posting**

The 9-day advance window for weekly schedule posting shall be expanded to sixteen (16) days for employees in the “O” Unit.

**Section 8.3 – Short Turnaround**

For the first time ever, Daily Hire employees in the “O” Unit will now be eligible for short turnaround compensation. Assignments during the 10 hour turnaround period shall be compensated at \$7.50/hour, for the portion of the assignment which encroaches on the turnaround period.

**Sideletter #11 [NEW] – Commuter Reimbursement for Daily Hires**

Daily Hires in the “O” Unit will now be eligible to participate in the Company’s Commuter Assistance Benefit Program, on a pre-tax basis.

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**“P” PLANT MAINTENANCE AGREEMENT (Los Angeles)**

**Sideletter # 6 [New] – “P” Unit Subcontracting**

The Company shall have the right to subcontract work duties in this Unit: Building Maintenance Persons, General Maintenance Persons Painters, Electricians, Carpenters, Plumbers and Gardeners.

No regular employee engaged as General Maintenance, Gardener, Carpenter, Electrician, Plumber or Painter shall be laid off prior to April 1, 2019 as a direct result of rights set forth in this Sideletter.

The Company will provide the names, and contact information, for staff and daily hire employees to its subcontractor for consideration for employment.

A Voluntary Separation Program for staff employees, and a Daily Hire Severance Program are detailed in Sideletter #12 [NEW].

**Section 8.3 – Short Turnaround**

For the first time ever, Daily Hire employees in the “P” Unit will now be eligible for short turnaround compensation. Assignments during the 10 hour turnaround period shall be compensated at \$7.50/hour, for the portion of the assignment which encroaches on the turnaround period.

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**Sideletter #11 [NEW] – Commuter Reimbursement for Daily Hires**

Daily Hires in the “P” Unit will now be eligible to participate in the Company’s Commuter Assistance Benefit Program, on a pre-tax basis.

**Sideletter # 12 [NEW] – Special Ratification Incentives**

This Sideletter describes the Voluntary Separation Program for “P” Unit staff employees, as well as the Daily Hire Severance Program for “P” Unit employees and employees working in the Central Stores (New York) and Prospect Stock Room (Los Angeles).

**Sideletter HS – Daily Hire Reports**

The Company will provide a monthly report containing information regarding persons hired on a daily basis under the “P” Agreement.

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**“R” PUBLICISTS AGREEMENT (New York)**

**Section R11.1 – Black-Tie Attire**

Increase the Company reimbursement for black-tie attire from \$100 to \$150.

**Sideletter #11 [NEW] – Commuter Reimbursement for Daily Hires**

Daily Hires in the “R” Unit will now be eligible to participate in the Company’s Commuter Assistance Benefit Program, on a pre-tax basis.

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**SIDELETTERS**

**Sideletter AJ – Special Severance Allowance**

The amounts of the Special Severance Allowance will increase as follows:

- 3-5 years: \$3500 increase to \$4000
- 5- 10 years: \$7000 increase to \$8000
- 10 years and over: \$9000 increase to \$10,000

**Sideletter AX – Accidental Death and Dismemberment Policy:**

Include all Daily Hire employees for coverage under ABC’s Accidental Death and Dismemberment Policy.



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**Sideletter CC – Temporary Maintenance Assignments**

Any employee assigned to transmitter maintenance shall be paid at the Group 7 rate of pay.

**Sideletter DJ – News Producer Assignments**

Stipulation by the parties that, whether assigned or not, the asking by ENG crews of any interviewees and recording their responses shall not be deemed to make such an employee a “producer of news material” which warrants a Sideletter DJ payment (\$60/day).

Staff and Daily Hire ENG crews at WABC-TV in NYC, hired prior to April 1, 2017, shall continue to receive a fee for asking questions, however the fee shall be \$30/day.

The full producer fee is still applicable if the requirements of a producer function are met as defined in Sideletter DJ.

**Sideletter DN – Digital Cameras and Related Equipment**

The list of example digital camera equipment has been updated with several current camera models.

Modified language says persons using digital cameras, as described in this Sideletter, will not shoot for others on a regular basis and only in in unforeseen circumstances.

Also updates the no layoff guarantee for ENG/EFP engineers until the end of the new contract.

**Sideletter DS - Four-Day Workweek**

Delete this Sideletter from the Master Agreement.

**Sideletter DT – Daily Hire Benefits**

Legal language stating that if the Company in the future is required to make payments mandated by the government for the Daily Hire sick leave etc., the Company would have the right to offset that amount from the payment in lieu of benefits.

**Sideletter DV – Network Distribution Operations in Los Angeles**

This amended provision would permit the Company to consolidate and relocate the program preparation/release to air facility in Los Angeles from the Prospect Lot to another entity affiliated with the Company (e.g., The Disney Channel, Disney XD , Disney Junior or Freeform).

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The provision contains a no-layoff guarantee for regular full-time employees at the Los Angeles Network Operation through March 31, 2020.

In the event any Daily Hire employees are separated as a direct result of the consolidation/relocation, a severance package with terms more favorable than Sideletter HR will be offered.

**Sideletter DV (5) – Implementation of Sideletter DK**

This Sideletter updates the no layoff guarantee until the end of the new contract.

**Sideletter DZ – “Unsuitability” – New York Publicists**

Publicist’s severance increases to 2.5 weeks per year of service, capped at 60 weeks, provided the employee executes a General Release.

**Sideletter EP-4 [NEW] – Production for New Media**

This new Sideletter establishes modified terms and conditions for “A” Unit Daily Hires who may be assigned to non-dramatic productions made for new media.

**Sideletter FB – Daily Hire Defined Contribution Plan**

Amend this Sideletter to include the Entertainment Industry 401k Plan as an alternative option to the CWA Savings and Retirement Trust (CWA SRT).

**Sideletter FD – Flex Plan/401k Plan**

Amend this Sideletter to include the Entertainment Industry 401k Plan, and/or another qualified plan, as alternative options to the CWA SRT.

**Sideletter FD-1 – Flex Plan/401k Plan**

Payment in lieu of benefits for Daily Hires will be allocated as follows:

- Year 1: \$70.00 per day - \$50 cash on paycheck and \$20 to the Flex Plan
- Year 2: \$70.00 per day - \$50 cash on paycheck and \$20 to the Flex Plan
- Year 3: \$75.00 per day - \$50 cash on paycheck and \$25 to the Flex Plan or a qualified retirement plan (employee option)
- Year 4: \$75.00 per day - \$45 cash on paycheck and \$30 to the Flex Plan or a qualified retirement plan (employee option).

**Sideletter FF – Personal Services Agreement**

Future overscale arrangements must be approved in writing by a Senior Vice-President, or her/his designee.

**Sideletter FO – Legal Effects**

Legal effects language relating to the waiver of any law, rule or regulation requiring any form of paid time off, including but not limited to sick leave

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**Sideletter FV – Sick and Disability Leave**

Delete paragraph one and replace with: *“The Company shall be entitled to require an employee to provide evidence of disability for any period of illness or disability to the extent permitted by applicable law.”*

**Sideletter GO – ABC-NABET Retirement Plan**

Retain current the current formula to determine any Retroactive Increase (“Pop Up”) to cover 2107, 2018, 2019 and 2020. Update with conforming date changes all relevant provisions in this Sideletter

**Sideletter HH – Alternative Layoff Procedure**

The Sideletter AJ ‘Special Severance Allowance’ will be included with any Sideletter HH buyout, up to the maximum – but not to exceed – the 104 weeks of pay in paragraph 9.

**Sideletter HO – Payment in Lieu of Vacation**

The threshold for the 6% Payment in Lieu of Vacation benchmark changes from the current 200 days in a calendar year to 190 days in a calendar year.

**Sideletter HS – Daily Hire Reports**

The Company will provide a monthly report containing information regarding persons hired on a daily basis under the “P” Agreement.

**Sideletter # 1 [New] – Central Stores (New York and Los Angeles)**

The Company may assign persons not covered by the Master Agreement to any central stores function in any office or facility of the Company. Daily Hire employees separated as a direct result of this operational change will be offered a severance package with terms more favorable than those contained in Sideletter HR.

**Sideletter #5 [NEW] – Outside News Services**

During the course of these negotiations, the parties discussed the Company’s use of outside news services such as *StringR* and *Fresco*. While the original Company proposal on this subject was withdrawn, the parties agreed to the following language for bargaining history:

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

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**Sideletter # 6 [New] – “P” Unit Subcontracting**

The Company shall have the right to subcontract work duties in this Unit: Building Maintenance Persons, General Maintenance Persons Painters, Electricians, Carpenters, Plumbers and Gardeners.

No regular employee engaged as General Maintenance, Gardener, Carpenter, Electrician, Plumber or Painter shall be laid off prior to April 1, 2019 as a direct result of rights set forth in this Sideletter.

The Company will provide the names, and contact information, for staff and daily hire employees to its subcontractor for consideration for employment.

A Voluntary Separation Program for staff employees, and a Daily Hire Severance Program are detailed in Sideletter #12 [NEW].

**Sideletter #7 [NEW] – Writing by Persons in Non-Covered Station Operations**

Persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union’s exclusive assignment jurisdiction, may also, at the Station’s discretion, perform any writing and, at KGO-TV, any producer work in conjunction with any segments, inserts, stories or pieces that appear on Station news programs, provided that (1) no more than four (4) such different segments per week of no longer than four (4) minutes, may appear on a-news broadcasts; and (2) such material was developed in connection with their non-covered work. With respect to condition number 1, replays including edited versions of material originally broadcast on news programs shall count as one segment. The foregoing includes any material that requires additional writing and, at KGO-TV, additional producing work necessary with its use on a news program.

The Company’s exercise of this provision is meant to supplement the normal scheduled usage of NABET-CWA represented Newswriters.

In addition to the foregoing rights, nothing herein shall be construed to diminish any existing rights or practices at any particular Station, including long-standing practices at KABC-TV.

**Sideletter #9 [NEW] – Transmission Operations at KABC-TV (Los Angeles)**

This Sideletter seeks to clarify that KABC-TV Transmission Operations constitutes a “Station News Programming” operation pursuant to Section A8.2(c), and therefore OTE provisions can be applied.

**Sideletter #11 [NEW] – Commuter Reimbursement for Daily Hires**

Daily Hires in the A, B, F, K, O, P and R Units will now be eligible to participate in the Company’s Commuter Assistance Benefit Program, on a pre-tax basis.

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**Sideletter # 12 [NEW] – Special Ratification Incentives**

This Sideletter describes the Voluntary Separation Program for “P” Unit staff employees, as well as the Daily Hire Severance Program for “P” Unit employees and employees working in the Central Stores (New York) and Prospect Stock Room (Los Angeles).

**Sideletter # 13 [NEW] – ABC-NABET Retirement Plan “Pop-Up” Offer**

Based on the formula contained in the existing Sideletter GQ, the Plan’s Actuary has calculated a “Pop-Up” in the benefit accrual rate from the contractually established .65% to an improved accrual rate of .80%.

Provided that the Company receives notice of ratification by April 14, 2017, the benefit accrual rate for 2013, 2014, 2015 and 2016 will have a retroactive adjustment (“Pop Up”) to 1.5%.

**Sideletter # 14 [NEW] – Additional Ratification Incentives**

The following special ratification incentives shall apply provided that notice of ratification is announced on or before April 14, 2017:

- Disney Theme Park ‘Main Entrance Pass’ issued to regular staff employees (usage of such pass will be pursuant to the Company’s Main Entrance Pass Program).
- Regular Staff employees will be eligible to participate in the Company’s Child Bonding Policy.
- Within ninety (90) days of ratification, the Company will solicit the interest of employees in the A, B, F, K and O Units to participate in the Sideletter EZ Voluntary Separation 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 on its evaluation of its own operational needs.

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**Disclaimer:** This document is a non-technical summary of proposed changes to the NABET-CWA/ABC Inc. Master Agreement as expressed in the March 8, 2017 tentative agreement between the Union and the Company. It is prepared for informational purposes and for reference use only by members of NABET-CWA. This summary is not intended to be an all-inclusive description of the effects of the proposals discussed herein. **The interpretation and effect of any proposal discussed herein is controlled by the actual proposal language and bargaining history.**