

2021 NABET-CWA/ABC MASTER AGREEMENT NEGOTIATIONS

Summary of ABC's Comprehensive Package Proposal

Dated March 25, 2022

Disclaimer: This document is a non-technical summary of proposed changes to the NABET-CWA/ABC Inc. Master Agreement as expressed in the Company's Comprehensive Package Proposal, dated March 25, 2022. 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.**

On March 25, 2022, the final day of bargaining during the last round of negotiations, the Company put across the table a document titled "The Company's Comprehensive Package Proposal". This document contains all the tentative agreements reached between the parties to date and all remaining open Company proposals, while simultaneously serving as a **rejection** of all remaining open Union proposals.

We want to make it very clear that this summary you are reading now is not about an offer that is being presented for ratification by the membership. This is a brief outline of the changes to the current Master Agreement that ABC is proposing. Some provisions are marked as "**Tentative Agreement**". These are items that have been agreed to between the negotiating committees but will not be put up for ratification until an overall agreement has been reached. Other proposals, marked as "**No agreement yet**", are those that ABC has put forward which NABET-CWA has not agreed to. Where there is an open Union proposal on a subject, that proposal is also explained so you can see the differences for yourselves.

To fully understand the Company's Comprehensive Package Proposal, we urge members to read the actual proposal language which can be found at: www.nabetcwa.org The parties have agreed to resume bargaining on May 2, 2022, in Washington, DC. The Union's Committee will continue to send out bulletins about the progress of bargaining and our efforts to reach a ratifiable contract offer to present to the members for a vote.

NABET-CWA Major Issues: While the Company's Comprehensive Package Proposal contains both ABC's proposals and tentative agreements reached between the parties; for the current open Union proposals please read the **Package of Primary Union Proposals** also located at: www.nabetcwa.org to see what the NABET-CWA/ ABC Network Negotiating Committee (ABC NNC) continues to propose to improve this offer.

Extension Agreement: The parties have agreed to extend the current Master Agreement through June 30, 2022. As part of that extension, the Company has agreed that all wage and economic improvements, including per diem, and any penalty increases, will be retroactive to April 1, 2022, so long as the contract is ratified by July 31, 2022. Since this package was proposed prior to the extension agreement being reached, many of the dates found in the Company's Comprehensive Package Proposal, and in this summary, have now been superseded by that extension agreement.

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GENERAL ARTICLES

Wages - No agreement yet

ABC is proposing a wage increase of 2.5% for each of the three years of the Agreement following ratification. The successor Master Agreement would expire on March 31, 2025. Please note that with the additional three-month extension of the current Master Agreement, the ratification deadline in this section would be moved to July 31, 2022.

Open Union Wage Proposal - Rejected by Company on 3/25/2022

The Union is proposing a wage increase of 5% for each of the three years of the successor Agreement and a 3% retroactive increase for the period of the first six-month extension from April to September 2021.

Section 7.7(a) - Per Diem Allowance - Tentative Agreement

Increases the current \$57 per diem to \$60 per day, effective upon ratification.

Section 7.7(d) - Meal Expense Allowance - Tentative Agreement

When an employee is given a hotel room while on an in-town assignment, such as for cases of inclement weather or extended news coverage, in addition to the per diem that employee receives, they will also receive reimbursement for any additional parking expenses incurred for such an overnight stay.

Section 8.2 – Weekly Schedule Posting (Company Proposal) - No agreement yet

The Company proposes to change the posting day of the weekly schedule from Tuesday at 7pm to Wednesday at 7pm, for staff employees.

Section 8.3 – Turnaround - Tentative Agreement

Increases the payment from \$7.50 to \$9.00 per hour for each hour of incursion on any turnaround period. These turnaround periods for staff consist of 36 hours for a day off and 60 hours for two days off, and for all staff and daily hire employees, including those working under the Sports Event Agreement, 10 hours off between the end of one shift and the start of another.

Section 8.5(e) – Overtime (new provision) - Tentative Agreement

For studio assignments, the Company will give courtesy notice at least 30 minutes in advance of the end of an employee's scheduled shift if that shift will be extended. Applies to staff and Daily Hires.

Section 8.6(b) - Changes in Work Schedule (Company Proposal) - No agreement yet

Moves the deadline for notification to staff who are required to work on a scheduled day off from 72 hours prior to the day off to 48 hours prior.

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Section 10.1 – Night Shift Differential (Company Proposal) - No agreement yet

Shortens the current Midnight to 6:00 AM window for receiving night shift differential to 1:00 AM to 5:00 AM. The Company believes that we are a 24/7 industry, and people should expect to work overnights when they are hired. The Union believes overnight work has significant health impacts on employees, and the extra compensation should be maintained.

Section 11.2(b) - Seniority, Layoffs and Rehires (new provision) - Tentative Agreement

A daily hire converted to staff will be given 50% credit for Total Company Seniority for each year in which they worked at least 1,000 hours for the Company contiguous to the year of hiring. The seniority credit will apply for severance pay, vacation and service awards.

Section 13.3 - Leave of Absence - Tentative Agreement

Adds daily hires to Union Leave of Absence language. A daily hire granted such leave will receive their regular rate and payment in lieu of benefits for any workdays missed, and the day will count as a day worked toward the calculation of all other benefits and thresholds.

Section 16.6(b) – Travel Time (Union Proposal) - Rejected by Company on 3/25/2022

The Union's proposal is for travel time on remote assignments from the hotel to the venue and back to be fully compensable time.

Section 17.1 - Use of Employee's Car - Tentative Agreement

- (a) When driving own vehicle, mileage reimbursement will be paid between remote site and hotel. Does not apply if a rental car is provided by the Company.
- (c) When using a personal car, if the driving distance is 65 miles or more, the remote will be treated as an out-of-town assignment for all purposes.
- (d) Where driving time is expected to be more than 6 hours, the Company shall provide common carrier travel, unless for safety reasons driving is determined to be most appropriate. If an employee voluntarily requests to drive, reimbursement for mileage shall be limited to the price of the common carrier ticket.

Section 18.1 – Holidays - Tentative Agreement

Adds Martin Luther King Jr. Day as a holiday for staff employees.

Article 23 - Retirement Plan - No agreement yet

Effective upon ratification, the employer contribution to the CWA Savings and Retirement Trust for staff hired after December 31, 2012, increases from 4% to 5%. The Union is seeking a 5.5% contribution to match the existing contribution to the ABC-NABET Retirement Trust for pre-2013 staff.

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Section 23.2 - Retirement Plan - Tentative Agreement

Within 3 months of ratification the Company will set up a portal for access to plan descriptions for all retirement plans, insurance, and short-term illness plans/programs. This portal will be accessible to all NABET-CWA represented employees and will be updated whenever changes are made.

Section 24.1 - On-Camera Appearances - Tentative Agreement

Increases the rates for on-camera appearances to the current rates in the SAG-AFTRA agreement, and includes daily hires.

Article 26 – Daily Hire Sick Leave - No agreement yet

Increases the maximum number of paid sick days per year to 5 for daily hires outside of New York and California. The calculation will begin with calendar year 2022 for use in 2022 and will allow carry-over of up to 5 unused days into the following calendar year. Adds a new provision incorporating the New York Sick Leave Resolution into the Master Agreement. When a daily hire in any office of the Company uses a paid sick leave day, they will also receive a payment in lieu of benefits (PILOB) for that day.

Open Union Proposal on Daily Hire Sick Leave - Rejected by Company on 3/25/2022

The Union is seeking up to 7 days paid for ALL locations of the Company, including for days worked under the Sports Event Agreement, with an increase in the accrual rate to one hour for every 30 hours worked, with a PILOB included.

Section 30.1 Term of Agreement - No agreement yet

Pursuant to the Extension Agreement, wages and other economic improvements would be retroactive to April 1, 2022, so long as the contract is ratified by July 31, 2022.

Section 30.2 -Term of Agreement - Tentative Agreement

Statements of Earnings (SOEs), the itemized record of payments and deductions due with each payroll, will be posted electronically unless an employee has opted-in to continue paper receipt. All employees will be given a one-time opportunity to elect such paper SOEs.

Section 30.3 – Term of Agreement - Tentative Agreement

The successor Master Agreement will expire on March 31, 2025, and bargaining will begin for the successor to the Master Agreement by October 1, 2024.

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ENGINEERING AGREEMENT "A"

Section A3.1 – Wages - Tentative Agreement

Deletes all existing "in-hire" rates.

NOTE: Wage Scales have not yet been calculated as wages are still being bargained.

Group 2 - Radio and Television

Adds **Radio Edit (2)**

Adds clarification to Audio Assist Engineer (A-2)

Adds **Studio Utility**

Group 5 – Radio and Television

Adds clarification to Audio Operator (A-1, Comms, Sub-mixer, REMI mixer)

Adds clarification to Video Operator (V-1, V-2, Video)

Adds **Video Record / Playback / Quick-Turnaround-Replay**

Removes **VTR Operator**

Adds **Radio Mixer**

Adds **Video Sub-Cut (V-3 Sub-Cut)**

Group 9

Changes **manned** camera(s) to **staffed** camera(s)

Conforms Sections A14.5, Sideletter GK Paragraph 10, and Stipulations and Sideletters.

Adds "**V-3**" to Utility rates and **Lead Video Record/Playback/Quick Turnaround-Replay under the Sports Event Agreement** to the Group 7 rates in Section A14.5 for daily hires.

Section A8.2 – Meal Periods - Tentative Agreement

Defines the "opportunity to eat" (OTE) as "an amount of time sufficient for an employee to break from their work assignment and eat a meal" and extends its application to engineers in all operations other than Central Switching Centers, Network Technical Maintenance and Systems Maintenance and Assembly Group. Maintains the payment of \$44 per day.

Section A8.5 – Second and Subsequent Meals - Tentative Agreement

Increases the penalty for missed second and subsequent meals to \$8 (from \$7 currently) upon ratification and to \$9 two years after ratification.

Section A8.7 – Meal Periods - Tentative Agreement

Opportunity to eat (OTE) for ENG crews – adds the definition: "an amount of time sufficient for an employee to break from their work assignment and eat a meal" to Sections A8.7(a)(ii), and A8.7(b)(i). Maintains the \$44 per day payment (\$220 per week).

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Section A14.2 - Daily Employment - Tentative Agreement

Daily hire holidays - replaces President's Day with Juneteenth (June 19th).

Section A14.2(d) - Cancelled Engagement - Tentative Agreement

For any engagement cancelled after 1:00 PM of the day prior, a daily hire will receive their regular rate and a payment in lieu of benefits for the cancelled day. This replaces the existing 11:00 AM half-pay and 4:00 PM full-pay benchmarks. The cancelled day will also count towards all eligibility thresholds.

Section A14.3(a) - Exclusions for Daily Hires - Tentative Agreement

Updates the list of Master Agreement provisions that do not apply to daily hires. Daily hires will now be included in the rules for temporary upgrading, union leaves of absence, and on-camera appearance rates. All other Unit Agreements will be amended with these changes.

Section A14.3(b) - Travel-Only Days – No agreement yet

The Company proposes to increase the current \$270 per day stipend for daily hire travel-only days by \$5 to \$275 upon ratification, and by another \$5 to \$280 two years after ratification.

Open Union Proposal on Travel-Only Days - Rejected by Company on 3/25/2022

The Union's proposal is for travel-only days to count fully as work days, with a minimum of eight hours paid at \$37 per hour. This would result in a minimum payment of \$296 for such days, with overtime accrued if the travel lasts beyond eight hours. These hours would also count towards weekly overtime, and the day would count as a work day for all purposes, including all benefit payments and the PILOB. Travel-only days paid as work days are the standard in our industry. Our members are professionals and are on work assignments for the Company on these days, and this travel time should be treated as compensable time, despite what the Company believes. These people have to leave their homes and their families and give up other work opportunities on these days, and they should be compensated fairly for those sacrifices.

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SPORTS EVENT AGREEMENT

The ABC-NABET Sports Event Agreement will appear within the body of the Master Agreement.

Section 2(a) - Tentative Agreement

Adds the ACC Network, ESPN+, ACC Network Extra, and SECN+ to the Additional ESPN Platforms covered under the Agreement.

Section 2(b) - No agreement yet

ABC proposes to increase the current 25,000 Covered Days of work per year, which is a minimum guarantee of work for our members working under the Sports Event Agreement, to 27,000 days per year. Adds a provision to re-negotiate the Covered Days number in the case of a force majeure event.

Open Union Proposal on Covered Days - Rejected by Company on 3/25/2022

The Union is proposing a minimum of 50,000 Covered Days per year with the inclusion of the Company's force majeure language in case of another pandemic. In the years leading up to COVID, the Covered Days count was more than 75,000 days per year, and even in 2021, the Covered Days count reached almost 50,000. This Covered Day count is an important way to expand work opportunities for our members working in sports.

Section 2(c)(iii) - No agreement yet

Effective January 1, 2023, if ESPN uses third party production companies for more than 900 events in any calendar year, then up to another 200 events in that year would be crewed under the terms of the Sports Event Agreement. This provision would not apply if the sports event rights holder engaged a third-party production company directly to do the production. ABC will provide details to the Union on any such outside productions.

Open Union Proposal - Rejected by Company on 3/25/2022

The Union proposal on third party productions seeks to improve the Company's proposed ratio and to guarantee an ongoing even distribution of the ABC-crewed portion of these events rather than clustering them at the end of a calendar year.

Section 2(f) - Tentative Agreement

New provisions for providing additional crew information to NABET-CWA. Specific details on how to provide the information in a way that the Union can ascertain that we are getting a fair share of the work will be resolved in joint meetings, following ratification.

Section 3(a)(vi)(3) - Tentative Agreement

Eliminates the lower pay rates for non-primary platforms. All daily hire engineers will be paid at least the rates set forth in Section A14.5 of the Master Agreement, regardless of the platform on which an event airs.

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Section 3(d) - Tentative Agreement

Increases the rate to \$30 per hour for internet-based training or administrative tasks and adds audiometric testing and internet-based hearing conservation training to the list.

Section 9 - Tentative Agreement

The date for the annual meeting between the parties to discuss the Sports Event Agreement will be set by February 1st of each year.

Section 11(d) - Tentative Agreement

Updates the contact information for notices between the parties.

SAN FRANCISCO NEWSWRITERS & PRODUCERS AGREEMENT "F"

Section F3.8 Producer Fees - No agreement yet

Adds a 5-minute fee and increases the existing fees for longer programs to match those in Chicago and Los Angeles. Producer fees will be paid even if a program is cut or preempted. Adds a booth liaison fee of \$12.

The Union's open proposal in this area seeks to apply these fees to programs that air digitally as well. As with many of the other inequities that we are fighting to eliminate, we believe that everyone who is doing the same work deserves to be receiving the same compensation, regardless of the platform on which that work airs. This proposal has so far been **rejected** by the Company.

CHICAGO NEWSWRITERS AGREEMENT "K"

Section K3.11(a) - No agreement yet

Producer fees will be paid even if a program is cut or preempted. Adds a booth liaison fee of \$12.

As in the F Unit, the Union is proposing to also have these fees apply to programs that air digitally. This proposal has so far been **rejected** by the Company.

LOS ANGELES NEWSWRITERS AGREEMENT "O"

Section O3.11(a) - No agreement yet

Producer fees will be paid even if a program is cut or preempted. Adds a booth liaison fee of \$12.

As in the F and K Units, the Union is proposing to also have these fees apply to programs that air digitally. Similarly, this proposal has so far been **rejected** by the Company.

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NEW YORK PUBLICISTS AGREEMENT "R"

Section R10.1 - Tentative Agreement

Effective beginning in calendar year 2023, the Company vacation policy will apply to R Unit Publicists in New York.

SIDELETTERS

Sideletter CW – Editorial Standards - Tentative Agreement

Agrees to gender neutralize all pronouns throughout the Master Agreement.

Sideletter DN – Digital Cameras and Related Equipment - Tentative Agreement

Updates the list of camera equipment that may be operated by non-engineering personnel under this Sideletter and establishes a committee to periodically discuss the camera list. Incorporates bargaining history regarding Company usage of outside news services such as Stringr and adds a quarterly reporting requirement on that usage.

Sideletter DV – Implementation of Sideletter DK - Tentative Agreement

Persons not covered by the Master Agreement may configure, interrogate, and test studio intercom systems for software updates or security issues only.

Sideletter EH – Vendor Employees - Tentative Agreement

Adds NHL Stanley Cup Playoffs to the list of major events. Adds jibs to the list of specialized equipment used by vendors in studios.

(Letter Agreement dated March 16, 2022, closes the litigation of a jib-related New York grievance on a non-citable basis.)

Sideletter EN - San Francisco Conditions (Company Proposal) - No agreement yet

Reduces the Night Shift Differential period from Midnight to 6:00 AM to 1:00 AM to 5:00 AM (the same reduction as in the proposal on Section 10.1 of the Master Agreement).

Open Union Proposal on San Francisco Conditions – Rejected by Company on 3/25/2022

In addition to our universal disagreement with the reduction in the night shift differential corridor, the Union proposal also seeks pay parity for our San Francisco-based A Unit engineers. Despite San Francisco having one of the highest costs of living in the United States, our engineers there are paid 12 - 14% less than everywhere else in the country. The Company maintains the reason for this wage disparity is that San Franciscans just don't watch as much commercial television as in other markets. Regardless of the

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reasoning, this inequity is unfair and unreasonable, and the Union continues to propose a raise of those wages to bring them in line with everyone else working under the A Engineering Agreement.

Sideletter EP-2 - Retirement Living Television - Tentative Agreement

Deletes the Sideletter for this project which is no longer in production.

Sideletter EP-3 - Fusion Television Joint Venture - Tentative Agreement

Deletes the Sideletter for this partnership which no longer exists.

Sideletter FB - Daily Hire Defined Contribution Plan - No agreement yet

The Company will allow a one-time only election by August 15, 2022, for daily hire employees to change their selected retirement plan between the CWA-SRT and the Entertainment Industry 401(k) Plan. This change would be effective beginning January 1, 2023.

Open Union Proposal – Rejected by Company on 3/25/2022

The Union is seeking to raise the yearly percentage contribution to a daily hire employee's retirement plan to match the same contributions for staff employees and to remove the 20-day threshold before an employee is eligible for that contribution. Daily hires working under the Sports Event Agreement have no such threshold, and any daily hire employee receiving a PILOB is already getting contributions into that account starting from day one of employment. These changes would have a broad benefit for our entire daily hire population.

Payment In Lieu of Benefits (PILOB) - No agreement yet

Amends the payment amounts for daily hire payments in lieu of benefits but maintains the current three disparate structures: the Master Agreement rates, the Sports Event Agreement rates, and the DC Studio Show rates. Makes changes once upon ratification and again two years after ratification.

The Union is seeking to unify these payment structures because we firmly believe that all our members who are doing the same work should be paid at the same rates. This proposal has so far been **ignored** by the Company.

Sideletter GQ – ABC-NABET Retirement Trust - No agreement yet

Continues the Retroactive Increase in Accrual Rate formula through 2024. Updates the Mandatory Annual Freeze Determination dates through 2025. Conforms other date changes.

Sideletter GR – Committee on 8.6(c), A8.2(c), and A8.7 - Tentative Agreement

Meetings to be held every six months to discuss issues relating to “opportunities to eat”.

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Sideletter HB – WLS-TV Vacation Relief/Waivered Temporary Employees - Tentative Agreement

Adds Long Term Disability to the list of available Signature Benefits. Adds paid leaves of absence for Jury Duty, Bereavement, Short Term Illness, and Child Bonding under the same terms as regular staff employees.

Sideletter HF – Daily Hire Employee Signature Benefits - Tentative Agreement

Defines the standard for a daily hire to qualify for Signature Benefits in a calendar year as having worked 180 days or more during the period from September 1 to August 31 of the previous year.

Sideletter HO – Payment in Lieu of Vacation - Tentative Agreement

Lowers the threshold for a daily hire to qualify for the increase from 4% to 6% in the payment in lieu of vacation from 190 days to 180 days.

Sideletter HR – Daily Hire Continuation Pay for “A” Engineering Unit - Tentative Agreement

Lowers the thresholds for calculation of daily hire continuation pay from 200 days to 180 days. Additionally, this provision would apply to days worked for the DC Studio Shows.

Sideletter HS – Daily Hire Reports - Tentative Agreement

Adds email addresses to the monthly daily hire reports which the Company sends to the Union. Includes B and R Units in the reporting requirements.

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

Reporting to the Union on a quarterly basis of the work performed by non-bargaining unit members on segments, inserts, stories, or pieces that air on Station news programs at WLS-TV, KGO-TV, and KABC-TV.

Sideletter IE – Child Bonding Policy

Extends the Company Child Bonding Policy applicable to regular staff employees to WLS-TV Vacation Relief and Waivered Temporary Employees. (Linked to Sideletter HB)

Sideletter New #1 – Writing Duties Assigned to A Unit (Company Proposal) - No agreement

The Company seeks to have A Unit photographers perform writing duties of Newswriters and Newswriter-Producers in San Francisco, Chicago, and Los Angeles in conjunction with stories those photographers are assigned to shoot. A photographer assigned such duties would receive no additional compensation, and for any photographers hired after ratification, such writing assignments would be mandatory. The Company commits that no staff employee hired prior to the date of ratification will be laid off during the term of the Agreement due to this proposed cross-over between bargaining units.

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Sideletter New #104 – Daily Hires Engaged in Excess of 180 Days - Tentative Agreement

Daily hires who work 180 days or more during the period from September 1 to August 31 of any year, shall in the following calendar year receive the following: They will be offered Signature Benefits for the year. They will have any calls cancelled within 36 hours of the start of the shift paid at full straight time and credited toward all eligibility thresholds. They will receive up to 20 days of paid leave in the year when serving jury duty (unless working on an assignment under the Sports Event Agreement) and will receive up to 3 days of paid bereavement leave during the year. In all of these cases, they will also receive a PILOB for the missed days of work. Additionally, such daily hires will be given at least 5 days' notice prior to the Company discontinuing their employment for 90 days or more.

Sideletter New #6 – Offers of Employment for Regular Staff Positions - Tentative Agreement

Within 24 months of ratification, the Company will make no fewer than 35 offers of staff employment in the A, F, K, O, and/or R Units. No fewer than 20 of such offers will be in the A Engineering Unit, and all offices of the Company will be included. The Company will post the positions and place a premium on candidates who are already performing the job duties satisfactorily.

Sideletter New #7 – Ratification Incentives

Contingent upon timely ratification, the Company will retroactively increase the accrual rate of the ABC-NABET Retirement Trust from 0.65% to 1.30% for the period from January 2017 through December 31, 2020 for any employees who were active participants in the plan on or after January 1, 2017. This applies only to the frozen staff retirement plan but would affect people who retired during the term of the last contract.