NABET-CWA/ABC Inc.
2017 Tentative Agreement

March 8, 2017
WAGES

All base wages in each separate Unit agreement of the Master Agreement shall be increased by one two and one half percent (1.5 2.5%) effective on the first day of the first full payroll period following notice of the ratification of each such Agreement, and shall be increased by an additional one and one half two and one half percent (1.5-2.0% 2.5%) effective the first full payroll period one (1) year after such notice and, further increased by an additional one and one half two percent (1.5-2.0%), effective the first full payroll period occurring one (1) year thereafter and an additional one and one half two percent (1.5-2.0%) one year thereafter.

January 30, 2017
Modified March 7, 2017
Modified March 8, 2017
Tentative Agreement March 8, 2017
Section 3.5

Amend the current provision as follows:

(a) All employees shall be temporary employees for a period of four (4) months from the date of their employment with the Company and shall thereafter be regular employees.

(b) In lieu of the foregoing, in the event that the Company elects to offer a daily hire employee a position as a regular employee, such daily hire employee once engaged as a temporary employee shall remain a temporary employee for a period of one (1) month and shall thereafter become a regular employee. The foregoing shall apply only if such employee has worked as a daily hire for no less than one-hundred (100) days over the two (2) year period.

Immediately preceding hire as a temporary employee into the same operating area (e.g., ABC News New York-based daily hire cameraman hired as ABC News New York-based temporary cameraman, or a daily hire Los Angeles-based soap camera operator hired as a temporary Los Angeles-based soap camera operator). Travel-only days are excluded in the above one-hundred (100) day calculation. Up to fifty travel only day(s) shall be counted in the calculation of the above-referenced one-hundred (100) days.

(c) Temporary employees may be discharged or laid off in the sole discretion of the Company. Prior to the discharge of any Temporary employee, the Company shall notify the Local President or his designee. Failure to provide notice will not invalidate the Company’s decision to discharge.
Amend the current provision as follows:

Section 7.7 - Meal Expense Allowance

(a) An employee assigned to a scheduled field pickup or other authorized Company business that requires travel and/or work away from the home office overnight shall receive a per diem allowance of Fifty-Five Dollars ($55.00) (increased to Fifty-Six Dollars ($56.00) effective April 13, 2013) Fifty-Seven Dollars ($57.00) per day for meals and incidental expenses for each calendar day that the employee is away from the home office.

[Remainder of provision remains unchanged.]
Section 7.7(e)

Amend the current provision as follows:

(e) The Company will reimburse for parking expenses, at the crew hotel or event venue, or site of remote pickup while on assignments requiring an overnight stay. The Company shall also reimburse for incremental parking expenses incurred due to assignment of a local ENG crew requiring work away from the home office overnight, after the employee has already parked at a facility as part of their commute. Receipts must be submitted for reimbursement of such automobile parking expenses. The Company may specify preferred parking facilities in the area of the venue, remote or hotel, and parking rates for those facilities shall constitute the maximum reimbursable expenses.
ABC, INC.

PROPOSALS

General Articles

Section 8.2 - Regular Work Week

Amend the following provision as follows:

A regular work week is defined as consisting of any five (5) regular work days, as defined above, for a total of forty (40) hours, and as beginning at 12:01 A.M. Saturday and continuing until 12:00 Midnight the following Friday. Each employee shall have two (2) consecutive days off in each week. For this purpose, Friday and Saturday, if consecutive, shall be consecutive days off. No later than 7:00 P.M. of the preceding Tuesday (Wednesday in the event any of the following holidays should be celebrated on Monday or Tuesday: New Year's Day, Martin Luther King, Jr. Day, 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) day period beginning at 12:01 A.M. Saturday. If the schedule is not posted in accordance with the foregoing, it will automatically be the same as the last one posted.

In lieu of the foregoing, for regular Newswriters, and Assignment Editors and Desk Assistants covered under the F, and K and O Agreements, and Newswriters and Assignment Editors covered under the O Agreement, no later than 7:00 P.M. of the preceding Tuesday (Wednesday in the event any of the following holidays should be celebrated on Monday or Tuesday: New Year's Day, Martin Luther King, Jr. Day, 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 sixteen (16) day period beginning at 12:01 A.M. Saturday. The above sixteen day period shall have no effect on any other provisions of the Master Agreement related to scheduling penalties or fees.

Schedules posted by the Company will not show an employee as working a ninth (9th) or tenth (10th) consecutive day, against the employee's wishes unless the employee's schedule shows a specific assignment for either the ninth (9th) or tenth (10th) day of work or, if no specific assignment is shown, there is a genuine expectancy of a specific assignment occurring on either such day on the basis of programming information or operational requirements known at the time the schedule is posted, and upon inquiry the employee will be entitled to an explanation of the basis for such expectancy. The possibility that a news or sports event may continue beyond its expected termination will be considered as a "genuine expectancy" for this purpose.

(See Sideletter FT.)

October 11, 2016
Modified October 14, 2016
Tentative Agreement October 15, 2016
ABC, INC.

PROPOSALS

General Articles

Section 8.3 - Turnaround

Amend the following provision as follows:

There shall be a minimum of twelve (12) ten (10) hours between the end of an employee's original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-six (36) hours off consecutively and two (2) days off, sixty (60) hours. 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 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. In the event that two (2) hours or less elapse between the end of any tour or extension thereof and the beginning of the next, the above turnaround provisions shall not apply and the tour shall be considered as one (1) continuous tour. None of the above turnaround provisions shall apply to regularly established watch changes where the parties have agreed upon a rotating watch system, or to tours separated by vacation or by leave of absence in excess of two (2) days.

March 6, 2017
Tentative Agreement March 8, 2017
Section 10.1

Amend the provision on night shift differential as follows:

An employee who works at any time between the hours of 12:00 Midnight and 6:00 AM or 4:00 AM shall be paid a night shift differential of fifteen ten percent (15% 10%) of his or her straight-time rate of pay for all straight-time worked between such hours and meal-periods, and a differential of twenty-two and one-half fifteen percent (22.5 15%) of his or her straight-time rate of pay for all overtime worked between such hours.

Notwithstanding the foregoing, night shift differential shall not apply to Local Station, Network News and Sports operations.

(See Statement of Interpretation and Sideletter GT.)

[Conform Statement of Interpretation]
Section 14.3(a)

Amend the current provision as follows:

(a) The Company may for just cause impose a disciplinary suspension with or without pay in its sole discretion. 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, before, if possible, or as soon as practicable after the imposition of the suspension. Failure to provide notice will not invalidate the Company’s decision to suspend.
Amend the following provision as follows:

At the Company's television stations in New York, San Francisco, Chicago and Los Angeles, and at-the-a for the A Unit Engineering Unit at Network Operations in the Washington D.C., New York and Los Angeles offices, an employee eligible for vacation may schedule one (1) week of his or her vacation entitlement in single days, in accordance with the following:

(a) The employee must elect this option on his or her first pick;

(b) Single days in any particular vacation selection Group will not be permitted if vacation selections for such Group are already at maximum level;

(c) Requests for scheduling single vacation days must be made in writing to the appropriate Company scheduling office and the Local-Committee for the Station Vacation Committee in which the employee is assigned no less than ten (10) days prior to the posting of the schedule on which the requested day off will be shown, and will be considered on a first-come, first-served basis;

(d) Requests for single vacation days will be scheduled subject to manpower requirements as determined by the management of the station business unit involved;

(e) No fewer than three (3) of the five (5) single vacation days must be used prior to August 30 of the given year, or such days may be scheduled by the Company. The scheduling of any remaining single vacation days must be completed no later than the day after Labor Day of the given year or those remaining days may be scheduled by the Company;

(f) Single vacation days cannot be transferred to any subsequent year, and;

(g) Under no circumstances will single vacation days be paid for rather than taken as time off.

Nothing shall preclude the Local Committee for the Station and the Company from agreeing to modify any portion of this provision by mutual agreement.

October 11, 2016
Tentative Agreement October 13, 2016
Section 20.6

Amend the following provision as follows:

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) 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. The following persons shall serve as Impartial Umpires during the term of this Agreement: (i) for grievances arising in the New York office - Joan Parker Robert L. Douglas Joel Wiesblatt and Bonnie Siber Weinstock; (ii) for grievances arising in the Chicago office - Robert McAllister Barry E. Simon; (iii) for grievances arising in the Washington office - Joan Parker; (iv) for grievances arising in the Los Angeles office - Howard Block Joel Grossman and Fred Horowitz; (v) for grievances arising in the San Francisco office - Fred Horowitz Norman Brand; (vi) for grievances arising in Section 20.10 cases as provided below and grievances involving more than one (1) office - Joan Parker Robert L. Douglas Joel Wiesblatt.

At any time the parties may, by mutual agreement and upon thirty (30) days' written notice to the arbitrator, remove any of the arbitrators listed in this Section or in Section 20.10. In the event of the resignation, removal or incapacity of an Impartial Umpire, a successor shall be named by the parties within thirty (30) days to serve for the remainder of the term. This thirty (30) day period may be extended by the mutual agreement of the Company and the Union.

In Los Angeles and New York, where two (2) Umpires are designated, the Umpire shall be selected in rotation, provided that if the appropriate Umpire has no available dates for hearing the case within a reasonable 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.

At any time commencing one (1) year after the effective date of this Agreement, each party may once strike the name of one (1) Umpire from the New York, San Francisco and/or Los Angeles lists and such Umpire(s) shall thereafter immediately, upon the sending of the notice striking his or her appointment, cease to serve except that, as to any case where the hearing has already opened, the arbitrator will continue to serve until the issuance of his or her award. Any such Umpire who is struck in New York shall also automatically and simultaneously be deemed

September 30, 2016
Modified January 9, 2016
Modified February 2, 2017
Tentative Agreement February 3, 2017
struck from the list for grievances arising under Section 20.10 and/or grievances involving more than one (1) office of the Company.
Section 20.12

Amend the following provision as follows:

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 shall have no authority to issue any award or relief, monetary or otherwise, retroactive to a date more than eighteen (18) months prior to the date when the hearing was opened and the presentation of evidence before the Impartial Umpire commenced first agreed upon scheduled date of hearing for a particular arbitration, regardless of subsequent adjournments.

[Remainder of the provision unchanged]
Section 22.2

Amend Section 22.2 by amending subsection “(b)” and adding a new subsection:

(a) [remain unchanged]

(b) In addition, the Company will provide accidental death, dismemberment and permanent total disability coverage under its Travel Accident Insurance Policy to employees while traveling on Company business in the principal sum of:

   (i) five (5) times the employee's base annual salary, with a maximum benefit of One Million Dollars ($1,000,000.00); or

   (ii) One Hundred Thousand Dollars ($100,000.00), whichever is the greater; or

   where the employee flies by helicopter at the Company's request, in the principal sum of Three Hundred Fifty Thousand Dollars ($350,000.00).

   (See Sideletters AX, EF HB and HF.)

(c) With respect to daily hire employees, the “annual salary” for purposes of subsection 22.2(b)(i) shall be seventy-thousand dollars ($70,000).
Add a new Sideletter sub-section as follows:

The parties agree that the following shall apply to daily hires and part-time employees:

1. Any sick days due under the parties' Effects Agreements dated March 12, 2015 and July 2, 2015 concerning the District of Columbia and California Sick Leave Laws shall remain in effect. Employees covered under the aforementioned Effects Agreements shall not be covered by this Sideletter sub-section. This sub-section shall supersede the parties' Effects Agreement dated March 12, 2015 concerning the District of Columbia Sick Leave Law, and this sub-section shall apply in lieu thereof.

2. Employees covered by this Section 26.2 shall accrue no less than one day of paid sick leave for every three hundred sixty (360) hours worked, up to a maximum of four (4) days in a calendar year. A travel only day shall count as eight hours for purposes of this subsection only. Employees covered by this Sideletter will accrue a maximum of three (3) paid leave days each calendar year according to the following schedule:
   a. 1-day after 400 hours of work
   b. 2-days after 800 hours of work
   c. 3-days after 1200 hours of work

3. Travel only days, as well as any work/travel, work or sandwich days, or days off out of town on sports remotes or wrap shows, shall not count in the foregoing calculation set forth in paragraph 2. This sub-section shall not apply to any days covered by the NABET-CWA – ABC Sports Event Agreement, and the provisions of Sideletter FO shall apply to such days.

4. Hours used for the above calculation shall be based on a calendar year beginning January 2018 for use, when accrued, in calendar year 2018, provided the successor to the 2011-2017 Master Agreement is ratified by March 31, 2017.
5. Employees covered by this Sideletter sub-section may carry over a maximum of three (3) days of unused sick leave accrued in one calendar year into the following calendar year, but are not permitted to use more than three (3) four (4) days in any calendar year.

6. For employees covered by the Sideletter this sub-section, a day-of sick leave shall be paid at the straight-time regular rate of pay for the day that the employee would have worked as originally scheduled.

7. Sick leave may be used in minimum increments of two hours upon oral or written request.

8. In no case shall an employee be paid for more than an eight hour call on a sick day.

9. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise notification is required as soon as practicable.

10. Sick leave may be taken for the diagnosis, care or treatment of a physical or mental illness, injury, health condition, or preventative care for the employee or the employee's "family member". "Family member" means any of the following:

   a. Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis;

   b. Biological, adoptive or foster parent, step-parent, or legal guardian of the employee, the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

   c. A spouse or registered domestic partner;

   d. Grandparent;

   e. Grandchild;

   f. Sibling;

   g. Any other family member as required by local or state law.

11. Employees are entitled to use sick leave for the purpose of seeking or obtaining medical, social, or legal services pertaining to the domestic violence, sexual abuse, or stalking of the employee or the employee's "family member".

12. Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an employee is rehired by the Company within one

September 28, 2016
Corrected October 10, 2016
Modified October 14, 18, and 27, 2016
Modified January 28, and 31, 2017
Tentative Agreement February 1, 2017
year of the employee's separation from employment, the employee's accrued and unused sick leave shall be reinstated, and the employee may begin using the accrued sick leave upon rehire if the employee was previously eligible to use the sick leave.

13. The Company shall include in the employee's hiring paperwork the contact information for the designated Company representative to confirm eligibility and the amount of accrued sick leave available.

14. There shall be no discrimination or retaliation against any employee for exercising his or her right to use paid sick leave.

15. The Company may require an employee to provide reasonable documentation from their health care provider confirming that they are unable to work for medical reasons and the expected duration of their illness and/or injury.

(See Sideletter FV)

16. The Company hereby waives its rights, if any, under Sideletter DT of the Master Agreement with respect to any sick days accrued pursuant to this Sideletter. Accordingly, the Company agrees not to pay a reduced daily hire payment in lieu of benefits pursuant to Sideletter DT as a result of any sick days provided pursuant to this Sideletter sub-section.

17. In light of the foregoing agreement and waiver, the parties expressly waive and/or exclude the paid leave requirements of any applicable Federal, State or local paid sick leave law to the extent permitted by any such applicable laws for all employees covered by this Sideletter sub-section.

18. To the extent a waiver or exclusion is not permitted pursuant to paragraph 17, the employee shall receive the greater of sick leave required by law or the sick leave provided by this Sideletter, but not both. Any sick days required by law shall be credited against any days due under this Sideletter sub-section.

September 28, 2016
Corrected October 10, 2016
Modified October 14, 18, and 27, 2016
Modified January 28, and 31, 2017
Tentative Agreement February 1, 2017
ARTICLE XXX
TERM OF THE AGREEMENT

Amend the current provision as follows:

Section 30.2

Employees shall be paid every other week at twice the applicable weekly rates of pay set forth in the applicable agreements.

When employees are paid, they will receive a statement(s) showing the amount paid for base wages, any applicable deductions, and separate amounts paid for the appropriate period for each other item of compensation.

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.

The Section relates only to the procedures involved in payment of compensation and no provision herein shall be deemed to establish or affect any substantive rights or obligations under this Agreement.
NABET-CWA/ABC Inc.
2017 Tentative Agreement

“A” – Engineering Agreement

March 8, 2017
Section A3.1

Amend Section A3.1 to increase the in-hire rates for Group 2, 5, and 7 employees.

Group 2 - Radio and Television

The in-hire rate during the first year of employment may, at the Company’s option, be $1,000.00 $1,160.

Group 5 - Radio and Television

The in-hire rate during the first year of employment may, at the Company’s option, be $1,000.00 $1,173.

Group 7 - Radio and Television

The in-hire rate during the first year of employment may, at the Company’s option, be $1,175.00 $1,370.

[Remainder of the provision remains unchanged]

The rates in Sideletter GK paragraph 10 shall be conformed in accordance with this proposal.
ABC, INC.

PROPOSALS

Engineering Agreement

Section A5.1

Amend the provision as follows:

When a Group 5, Group 7 supervisor, 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 supervisor, Group 8 or Group 9 employee. However, nothing herein shall be construed to limit management or supervisory personnel from issuing such assignments.

September 28, 2016
Tentative Agreement September 29, 2016
Section A7.7

Amend Section A7.7 as follows:

Any transmitter employee who is reassigned to other operations will be given an adequate opportunity to adjust to his or her new duties and will receive individual training if necessary. In reassigning a transmitter employee, the Company will give consideration to the preferences of such employee with respect to the available openings for which he or she is qualified. In this connection, such employee will be given at least a temporary assignment for a period of at least three (3) months to a position of his or her choice.

Consideration on an individual basis will be given to any increased travel expense necessitated by the reassignment of a transmitter employee to another operation as a result of changes in transmitter staffing.

Any employee assigned to transmitter maintenance shall be paid at the Group 7 rate of pay. In the event a transmitter employee who is classified as a Group 7 or higher is reassigned to other operations as a result of changes in transmitter staffing, and in the event such employee is downgraded, such employee shall nevertheless maintain the Group 7 (or higher) rate for a period of one (1) year after the employee is so downgraded.

(See Sideletter CC)
Section A8.1 Meal Periods

Amend the provision as follows to provide for a thirty (30)-minute meal period:

(a) The length of the employee's first (1st) meal period shall be one (1) hour, no less than thirty (30) minutes. Thirty (30) minutes of the meal period shall be paid and thirty (30) minutes unpaid, except that employees assigned to Station ENG crews may be provided a one-half (1/2) hour unpaid meal as provided in A8.7(a)(ii).

In lieu of the foregoing, (1) on Daytime (e.g., on General Hospital, The View) and syndicated (e.g., LIVE) and entertainment programs for which initial production commences after April 1, 2017, the employee's first (1st) meal period shall be a one (1) hour unpaid meal, and (2) employees assigned to Station ENG crews may be provided a one-half (1/2) hour unpaid meal as provided in A8.7(a)(ii).

(b) [No change.]

[Conform all relevant sections of the Master Agreement to the foregoing.]
Section A8.2(a) (Meal Periods)

Amend the provision to as follows:

(a) The first (1st) meal period may not be scheduled earlier than the start of the employee's second (2nd) hour of work and must be completed by the end of the sixth (6th) hour unless the employees affected agree to remain at work, in which event they shall receive a premium in addition to their compensation equal to half (½) their regular rate for each hour or fraction thereof after the sixth (6th) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours. Any meal period assigned at the end of the tour shall be paid at straight time, instead of overtime.

The consent requirement in the foregoing paragraph shall not apply to General Hospital or any entertainment programs for which initial production commences after April 1, 2017. In addition, on General Hospital or any entertainment program for which initial production commences after April 1, 2017, because the meal period is unpaid, there shall be no obligation to assign a meal period at the end of the tour, as referenced in the last sentence of the preceding paragraph.

(See Conform Sid letter HV.)
Section A8.2(c) (Meal Periods)

Amend the provision to provide for an opportunity to eat as follows:

(c) Notwithstanding the foregoing, employees assigned to the following operations need not receive a scheduled meal period, but shall be given an opportunity to eat during the workday: (i) Entertainment Marketing; (ii) all editing operations including Network News and Station News Editing (including magazine shows, ENG, etc.), Network Sports Editing, and editing for all other programming (e.g., LIVE Show); (iii) Network and Station news programming and any stand-by or back-up operations for such programming (for the entire crew assigned, e.g., studio, graphics, maintenance, etc.); (iv) coverage of all live or live to tape events (e.g., parades, marathons); (v) on sports remote transmission checks (involving not more than the Technical Director, Senior Audio, one Video Operator and one Playback Operator); (vi) ENG crews on sports remotes; and (vii) on show day only, on sports remotes involving multiple games or events at the same venue on the same day (e.g., LLWS, auto race with preliminary event), or an event and a pre-game/wrap show, where the crews for each overlap... and Daytime Programming production (e.g., General Hospital, LIVE, The View) (viii) Technology and Operations (except maintenance operations with a shop), and (ix) General Hospital and any entertainment programs for which initial production commences after April 1, 2017. Such an employee shall receive a flat payment, in addition to his or her regular compensation, of Thirty-Five Dollars ($30.00) forty-four dollars ($44) per day for each such day. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Article A-VIII. The Company shall inform an employee as soon as reasonably possible, either prior to or during the course of the shift, but in any event prior to the start of the meal period, whether or not the Thirty-Five Dollars ($30.00) forty-four dollar ($44) payment and opportunity to eat will be given. If the Company fails to provide an opportunity to eat as set forth in this subsection, instead of the Thirty-Five Dollars ($30.00) forty-four dollar ($44) payment, the Company shall pay the employee the premium set forth in A8.2(a), or the penalty provided in A8.2(b), as applicable.

Conform opportunity to eat payment to $30 $35 $44 in all provisions of the Master Agreement, including those relating to Network and Station ENG crews.

(See Sideletter GR-1)

September 20, 2016
Modified September 29, 2016
Corrected and Modified October 18, 2016
Modified February 1, 2017
Tentative Agreement March 7, 2017
Marc L. Sandman  
Senior Vice President  
Labor Relations

March 7, 2017

Charles Braico  
Sector President  
NABET-CWA  
501 Third Street, N.W., 6th Floor  
Washington, DC 20001

Re: General Hospital And Future Entertainment Program Unpaid Meal

Dear Charlie,

During the course of the negotiations for a successor to the 2011-2017 Master Agreement, the parties agreed to the application of a one (1) hour unpaid meal period to employees assigned to General Hospital. The Company agrees it will not schedule last hour meals on General Hospital in circumstances it would not have done otherwise, but for this change to an unpaid meal. The unpaid meal on General Hospital shall not affect the parties’ “blown meal” provisions, Section A8.2(a), nor “slid meal” provisions in Section A8.2(b), nor OTE provisions in Section 8.2(c).

Where any individual General Hospital employee is assigned to work through a scheduled first meal when no OTE or a slid meal is paid, but rather the meal is “blown”, the employee shall be paid the regular “blown meal” half time penalty, including a single additional half time penalty at the conclusion of the tour. However, there is no obligation to pay an additional hour at the end of the tour for working through the meal in addition to such half-time payment.

In the event that production of General Hospital is discontinued, the unpaid meal rights shall end upon announcement of the production being discontinued, but all other provisions of the Master Agreement regarding meal obligations with regard to General Hospital meals remain in effect.

Except as necessary to enforce its terms, by way of claim or defense, this Agreement shall be made on a non-precedent, non-citable basis, and may not be offered or received, and may not be considered in connection with any future or pending disputes, grievances, arbitrations or negotiations.
The parties further agree that with regard to entertainment programs for which initial production commences after April 1, 2017 the parties will meet and bargain in good faith terms and conditions including but not limited to an unpaid meal.

Please sign below to indicate that this letter reflects the mutually agreed upon bargaining history.

Sincerely,

Marc L. Sandman

UNDERSTOOD AND AGREED
On Behalf of NABET-CWA

By: Charles Braico

Date: 3-8-17
Section A14.1(d)

Amend the provision as follows:

The Company will provide each Local Union and the Sector, on a monthly basis, with a report containing information regarding persons hired on a daily basis, including each such person's name, address, home telephone, mobile number and email address (if maintained in the Company's records), Social Security number, itemized gross earnings, dates of employment, total number of hours worked per each day of employment, classification and the applicable scheduling office.
Amend the current provision as follows:

Section A14.1(e)

(e) The Company shall advise each person hired on a daily basis of his or her obligations pursuant to Section 3.1(b) at such time as he or she is first engaged, and will furnish such person with a copy of Article A-XIV. The Company shall also provide each person hired on a daily basis the address and telephone number of NABET-CWA.
ABC, INC.

PROPOSALS

Engineering

Section A14.2(b) - Daily Employment

Amend the current provision as follows to provide for an unpaid meal period:

(a) [No change.]

(b) Any work performed by persons engaged on a daily basis in excess of eight (8) hours in any day (except for those hired at the ten (10) hour rate), or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday), and any work performed on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day, excluding meal periods, shall be regarded as overtime and compensated at one and one-half (1 1/2) times the regular rate of pay hereunder. In addition, except for those daily hires hired in the field at the ten (10) hour rate, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day, excluding meal periods, shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime worked on any such holiday. Effective calendar year 2014, Labor Day shall be substituted for Presidents' Day.

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

Except on Sports remote, the unpaid one-hour meal period shall not be considered time worked for any purpose including overtime and premium pay on the above-referenced holidays.

(See Sideletters GY and HV.)

[No change to the remainder of sub-section.]

September 20, 2016
Modified October 18, 2016
Modified March 8, 2017
Tentative Agreement March 8, 2017
ABC, INC.

PROPOSALS

Engineering Agreement

Section A14.2(d)

Modify the provision as follows:

(d) In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 11:00 AM and 5:00 4:00 PM of the day preceding his or her assignment, said person shall be paid a sum equal to four (4) hours' pay if the engagement was for an eight (8) hour call or longer, three (3) hours' pay if the engagement was for a six (6) hour call, or two (2) hours' pay if the engagement was for a four (4) hour call. If the engagement is canceled after 5:00 4:00 PM of the day preceding the assignment, said person shall be paid a sum equal to four (4), six (6), eight (8) or ten (10) hour engagement, whichever is applicable.
Amend the current provision as follows:

Section A14.2

(f) Each person who works on a daily basis more than eighty-(80) seventy (70) days in any calendar year shall receive annual vacation pay in an amount equal to four percent (4%) 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.

(See Sideletters FB and HO.)

[Contingent upon the Company’s agreement to the Union’s proposal for Sideletter HO.]
ABC, INC.

PROPOSALS

Engineering Agreement

Section A14.2(h)

Modify the provision as follows:

Except with respect to any daily hire participating in the Signature Plan as provided in Sideletter HF (Daily Hire Signature Benefits), paragraph 5(d), the Company will provide a daily hire employee with Company paid life insurance in the principal amount of Fifty Sixty-Five Thousand Dollars ($56,650.00) on the following basis:

(i) A daily hire employee who works more than eighty (80) seventy-five (75) days in a calendar year shall qualify for such life insurance policy for a single calendar year as set forth herein.

(ii) The policy will be in effect for the calendar year immediately following the qualifying year as defined in subparagraph (i) above.

(iii) Eligibility for this life insurance policy shall lapse and the employee shall have no coverage provided by the Company effective January 1 in any calendar year immediately following a year in which the daily hire employee does not work more than eighty (80) seventy-five (75) days within a calendar year.

(iv) [Deleted.]

(See Sideletters DT, GF and HF.)

September 29, 2016
Tentative Agreement September 30, 2016
Section A14.2 - (Turnaround)

Amend A14.2 to add a new subsection (i) regarding turnaround as follows:

(i) There shall be a minimum of ten (10) hours between the end of an employee's original schedule or any extension thereof and the start of the next. Assignments during any of the above turnaround period shall be compensated for, in addition to the regular rate, at Seven Dollars and Fifty Cents ($7.50) for the portion of such assignment which encroaches on such turnaround period. The above-referenced provision shall not apply with respect to "travel only" days.

[Conform daily hire provisions of B, F, K, O and P Unit Agreements accordingly]
ABC, INC.

PROPOSALS

Engineering Agreement

Section A14.3(a)

Modify the provision as follows:

(a) The following provisions of the Master Agreement shall not apply to persons hired on a
daily basis: Sections 3.4, 3-5, 3.5(a), 3.5(c), 3.6 and 3.7, Articles VIII except Sections
8.1 (the final sentence 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:

[Conform daily hire provisions in the B, F, K, O, R, and P unit individual contracts]
ABC, INC.

PROPOSALS

Engineering Agreement

Section A14.3(b)

Modify the provision as follows:

(b) Section 16.4(a): On “travel-only” days involving travel to or from out of town assignments covered by the Master Agreement, regardless of the travel time, daily hire employees shall be paid a stipend in the amount of Two Hundred Sixty Dollars ($260.00) provided, however, when the regularly scheduled travel time is more than five (5) and one-half (5 1/2) hours such stipend shall be paid in the amount of Two Hundred Seventy-Five Dollars ($275.00) for any flight, train or bus trip. In addition, the Company shall pay such travel stipend on “travel only” days when the employee requests, and management agrees to permit, the employee to drive to the out-of-town remote site. Such Two Hundred Sixty Dollar ($260.00) travel stipend shall also be paid when the Company assigns someone to drive to the out-of-town remote site a distance of no more than one-hundred fifty (150) miles each way, by the most direct routes, when (i) no direct flight is available and (ii) the direct flying time would be less than two (2) hours if a direct flight were available. This stipend shall be in lieu of any wages, payment(s) in lieu of benefits, premiums, penalties or other compensation to which the employee may be entitled under the Master Agreement and the time spent in travel and this travel time shall not be counted as time worked for any purpose, nor included within the ‘total number of days worked’ by persons hired on a daily basis as set forth in Section A14.1(a). Notwithstanding anything to the contrary in section (a) and this section (b), such “travel only” days shall be counted solely for purposes of calculating the eligibility thresholds for a daily hire’s entitlement to the payments: (i) in lieu of vacation in Section A14.2(f), (ii) in lieu of pension in Sideletter FB, and (iii) the daily hire life insurance under A14.2(h), as well as for the purpose of the determination regarding an offer of Signature Benefits as provided in Sideletter HF. Daily hire employees engaged for “travel only” days on out of town assignments pursuant to this subsection shall also be entitled to the meal expense and laundry allowances provided in Section 7.7(a).

March 7, 2017
Modified March 8, 2017
Tentative Agreement March 8, 2017
Add Section A14.3 to provide short-turn-around for daily hires employed on entertainment programming.

On entertainment programs (except daytime serial programs) not already in existence as of April 1, 2017 ("New Entertainment Productions"), for all daily hire employees there shall be a minimum of nine (9) hours between the end of an employee’s original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-three (33) hours off consecutively and two (2) days off, fifty-seven (57) hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at one-half (1/2) the straight time rate per hour for the portion of such assignment which encroaches on such turnaround period.
NABET-CWA/ABC Inc.
2017 Tentative Agreement

Sports Event Agreement

March 8, 2017
Amend the provisions of the NABET-CWA/ABC Sports Event Agreement as follows:

1. Section 3(a)(iii) – Night Shift Differential: Article X of the Master Agreement shall only be applicable to events or wrap programs broadcast on the ABC Television Network. Night Shift differential shall not apply to employees covered by this Agreement.

2. Amend Section 3(a) to add new sub-section (vii) regarding meals that will apply to all covered platforms including the ABC Television Network:

   (vii) With regard to all covered platforms to which ABC assigns employees covered by this Agreement:

   (1) The first meal period shall be no less than thirty (30) minutes and shall not count toward the computation of overtime for any purpose. On set up days, reasonable additional meal time, beyond thirty (30) minutes as necessary, shall be provided for employees to obtain a meal, except when an on-site meal is provided.

   (2) The meal penalty for “missing” a first meal shall be a single payment of one hour of overtime at the employee’s rate of pay on the event or wrap show on which such meal occurred.

Conform Section 3(a)(vi) to delete Sub-Sections 3(a)(vi)(1) and 3(a)(vi)(2) since those provisions will apply to all covered platforms and re-number sub-sections applicable to all ESPN covered platforms.

3. Amend current Section 3(a)(vi)(4) relating to the payment to the Entertainment Industry Flex Plan and payment in lieu of benefits as follows:

(a) With regard to assignments to ESPN Platforms, there shall be a Thirty-Five Dollar ($35) per day (increasing to Forty Dollar ($40.00) per day, the first full payroll period three years after the date of ratification of the successor to the 2011-
2017 Master Agreement), contribution to the Entertainment Industry Flex Plan ("Flex Plan"), plus an additional $20 per day payment in lieu of benefits, payable for those days a payment in lieu of benefits would be due under the Master Agreement.

(b) For those days a payment would be due under the Master Agreement, the Company shall make the following additional payments effective the first full payroll-period after ratification of the successor to the 2011-2017 Master Agreement ("Successor Agreement") and each full payroll-period occurring one year thereafter. Such payments shall be allocated as follows:

i. The first full payroll-period after date of ratification of the Successor Agreement: Fifteen Dollars ($15.00) per-day payment in lieu of benefits, and Five Dollars ($5.00) to the Flex Plan.

ii. The first full payroll-period one year after date of ratification of the Successor Agreement: Ten Dollars ($10.00) per-day payment in lieu of benefits, Five Dollars ($5.00) per-day to the Flex Plan, and Five Dollars ($5.00) per-day to the Communication Workers of America Savings and Retirement Trust ("SRT").

iii. The first full payroll-period two years after date of ratification of the Successor Agreement: Five Dollars ($5.00) per-day payment in lieu of benefits, Ten Dollars ($10.00) per-day to the Flex Plan, Five Dollars ($5.00) per-day to the SRT.

iv. The first full payroll-period three years after the date of ratification of the Successor Agreement: Fifteen Dollars ($15.00) per-day to the Flex Plan, for a total of Fifty Dollars ($50.00) per-day to the Flex Plan with the Five Dollar ($5.00) increase provided in the sub-paragraph 3(a)(iv)(a), and Ten Dollars ($10.00) per-day to the SRT.

(b) The foregoing contributions to the Flex Plan and the SRT shall be subject to the provisions of Sideletters FD-1 and FB.

(c) In the event that the Entertainment Industry Flex Plan ceases to exist, the Company and the Union will meet promptly to discuss and agree upon an appropriate substitute thereto.

November 18, 2016
Modified January 26, 2017
Modified February 1, 2017
Modified February 3, 2017
Corrected March 4, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
4. Add new subsection 3(a)(viii) as follows:

There shall be a minimum of then ten (10) hours between the end of an employee’s original schedule or any extension thereof on any work day and the start of the next. 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 for the portion of such assignment which encroaches on such turnaround period. This paragraph shall not apply to travel-only days.

5. Add a new subsection 3(a)(ix) as follows:

With respect to an employee on an assignment that requires the employee to stay away from home overnight and, with the approval of management, who uses the employee’s own vehicle to travel from the hotel to the covered event or wrap show, the Company shall reimburse such employee for travel between such accommodations and the remote site. Reimbursement shall be at the applicable IRS mileage rate, and take into consideration the most direct route possible between the hotel and the remote site.

Mileage shall not be reimbursed if the employee is a passenger in a carpool, or is provided a shuttle or other Company transportation. Nothing herein shall be construed to require adding work time to the schedule, or alter the provisions of Section 16.6(b).

6. Add a new subsection 3(d) as follows:

If the Company requires that an employee participate in home-based internet-based training (e.g., new graphics packages, operating systems, safety, timekeeping), call in for pre- or post-production meeting(s), or perform administrative tasks (e.g., complete travel and expense reports), other than at the site of the remote, the Company shall pay employees fifteen dollars ($15.00) per hour for such training, meetings, or administrative work, but in no event shall an employee be paid less than one (1) hour. No payment in lieu of benefits, payment in lieu of vacation or payment in lieu of pension pursuant to the terms of the Sports Agreement or Master Agreement shall be due for hours spent on such training work. In addition, such time shall not count for purposes of the daily hire life insurance threshold set forth in Section A14.2(h). The parties acknowledge that any training or administrative tasks performed while at the airport or on the common carrier on a travel only day shall not

November 18, 2016
Modified January 26, 2017
Modified February 1, 2017
Modified February 3, 2017
Corrected March 4, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
be paid any additional amount, and the payment set forth in Section 16.4(a), A14.3(b) shall be deemed inclusive of such tasks.

If the Company requires that an employee to attend or call in for pre- or post-production meeting(s), the employee shall be paid his/her regular straight time hourly rate for the actual time spent in such meeting(s), but in no event shall an employee be paid less than thirty (30) minutes. No payment in lieu of benefits pursuant to the terms of the Sports Agreement or Master Agreement shall be due for time spent in such meeting(s). In addition, such time shall not count for purposes of the daily hire life insurance threshold set forth in Section A14.2(h). However, such time shall be included for purposes of the payment in lieu of pension and payment in lieu of vacation calculations set forth in Sideletters FB and A14.2(f).

7. **Travel-Only Day By Plane**

Add a new subsection 3(e) as follows:

_The following shall apply to “travel-only” days by plane, covered by the NABET-CWA—ABC Sports Event Agreement:_

_On “travel-only” days by plane daily hire employees shall be paid a stipend in the amount of Two Hundred Sixty-Dollars ($260.00), provided, however, when the regularly scheduled flight time is more than five and one-half (5 1/2) hours such stipend shall be paid in the amount of Two Hundred Seventy-Dollars ($270.00). Except to the extent provided above, the provisions of Section A14.3(b) of the NABET-CWA—ABC Master Agreement shall apply on “travel-only” days covered by the parties’ Sports Event Agreement._

7. **Leave Law Waiver**

Add a new subsection 3(f) as follows:

_SECTION 26.2 of the Master Agreement shall not apply to any days covered by the NABET-CWA—ABC Sports Event Agreement, and the provisions of Sideletter FO shall apply to such days._

8. **Initiation Fees**

Add the following language to Section 4(e) of the Sports Event Agreement:

November 18, 2016
Modified January 26, 2017
Modified February 1, 2017
Modified February 3, 2017
Corrected March 4, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
With respect to initiation fees for daily hire employees primarily employed on events covered by the NABET-CWA—ABC Sports Event Agreement, the foregoing union security provisions shall apply only if such fee is charged in increments of at most five dollars ($5.00) per day and then only for the periods when the employee is engaged by the Company.
ABC, INC.

PROPOSALS

Engineering Agreement

Section A14.3(b)

Modify the provision as follows:

(b) Section 16.4(a): On “travel-only” days involving travel to or from out of town assignments covered by the Master Agreement, regardless of the travel time, daily hire employees shall be paid a stipend in the amount of Two Hundred Sixty Dollars ($260.00) provided, however, when the regularly scheduled travel time is more than five (5) and one-half (5 1/2) hours such stipend shall be paid in the amount of Two Hundred Seventy-Five Dollars ($275.00) for any flight, train or bus trip. In addition, the Company shall pay such travel stipend on “travel only” days when the employee requests, and management agrees to permit, the employee to drive to the out-of-town remote site. Such Two Hundred Sixty Dollar ($260.00) travel stipend shall also be paid when the Company assigns someone to drive to the out-of-town remote site a distance of no more than one-hundred fifty (150) miles each way, by the most direct routes, when (i) no direct flight is available and (ii) the direct flying time would be less than two (2) hours if a direct flight were available. This stipend shall be in lieu of any wages, payment(s) in lieu of benefits, premiums, penalties or other compensation to which the employee may be entitled under the Master Agreement and the time spent in travel and this travel time shall not be counted as time worked for any purpose, nor included within the ‘total number of days worked’ by persons hired on a daily basis as set forth in Section A14.1(a). Notwithstanding anything to the contrary in section (a) and this section (b), such “travel only” days shall be counted solely for purposes of calculating the eligibility thresholds for a daily hire’s entitlement to the payments: (i) in lieu of vacation in Section A14.2(f), (ii) in lieu of pension in Sideletter FB, and (iii) the daily hire life insurance under A14.2(h), as well as for the purpose of the determination regarding an offer of Signature Benefits as provided in Sideletter HF. Daily hire employees engaged for “travel only” days on out of town assignments pursuant to this subsection shall also be entitled to the meal expense and laundry allowances provided in Section 7.7(a).

March 7, 2017
Modified March 8, 2017
Tentative Agreement March 8, 2017
NABET-CWA/ABC Inc.
2017 Tentative Agreement

“B” – Traffic & Communications Agreement

March 8, 2017
B. TRAFFIC AND COMMUNICATIONS AGREEMENT

Amend the current provision as follows:

ARTICLE B-IV
TRANSPORTATION FOR FEMALE EMPLOYEES

Section B4.1

A female employee who is required to work at his/her home office later than 8:00 PM will, if requested, be furnished transportation to his/her home if it is within five (5) miles of his/her place of employment or, if his/her home is farther away, to the public transportation facility normally available to such employee. If, in such event, transportation to such location is not furnished by the Company, the employee will be reimbursed for any actual taxi expenses incurred by his/her to reach such location. This provision shall not apply to female employees whose regular shift extends beyond 8:00 PM.
Sideletter # 11 [New] Commuter Reimbursement for Daily Hires

Add the following new Sideletter:

"During the 2017 negotiations, the parties discussed the application of a program offering a pre-tax benefit for certain commuting expenses for daily hire employees in the A, B, F, K, O, P and R units. To the extent administratively feasible, the Company will permit daily hires to participate in the Company’s Commuter Assistance Benefit Program. Participation in this program shall be subject to Sideletter EF."

October 14, 2016
Tentative Agreement October 15, 2016
Sections F2.5, K2.4 and O2.3

Replace these sections with the following:

Add a new subsection (e) as follows:

Notwithstanding any provision to the contrary in the Master Agreement, including any Unit agreements, or any other agreements, grievance settlements, arbitration awards or practices to the contrary, anchors and correspondents outside the bargaining unit may write, rewrite, condense and/or process news material for their own broadcast(s) 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.

No newswriter on regular staff as of March 31, 2017 shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the Company’s utilization of the foregoing paragraph.
ABC, INC.

PROPOSALS

Newwriters-Producers Agreement – San Francisco

Section F3.1 – Base Pay

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 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. **Multi-Media Journalist Upgrade:** The Company may designate, on a daily basis, Newwriters who will receive a $20 daily upgrade. Employees so designated shall not be subject to any of the restrictions on camera operation assignments set forth in the Master Agreement, except the provision relating to the types of cameras that can be used in Sideletter DN, third unnumbered paragraph. The persons designated pursuant to this paragraph shall be in the Company's sole discretion and may change from day to day.

Modified March 2 and 7, 2017
Tentative Agreement March 8, 2017
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.]
<table>
<thead>
<tr>
<th>F Unit</th>
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<tbody>
<tr>
<td>Current Daily Hire Employees</td>
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<td>DEVINE, GEORGE</td>
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<td>DRUDE, ALEX</td>
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<td>HALL, STEVE</td>
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<td>JUE, TIMOTHY</td>
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<td>SMITH, ANDREW</td>
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<td>WALSH, ED</td>
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<tr>
<td>WYNYARD, ANNELLA</td>
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<td>YURIAR, NORMA</td>
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</table>
Section F3.8

Amend the provision as follows:

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

<table>
<thead>
<tr>
<th>Length of Program</th>
<th>Producer Fee</th>
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<tbody>
<tr>
<td>Fifteen (15) minutes or more</td>
<td>$ 8.50</td>
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<tr>
<td>but less than thirty (30) minutes</td>
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<tr>
<td>Thirty (30) minutes or more</td>
<td>$13.00</td>
</tr>
<tr>
<td>but less than one (1) hour</td>
<td>$18.00</td>
</tr>
<tr>
<td>One (1) hour or longer</td>
<td>$23.00</td>
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<td></td>
<td>$28.00</td>
</tr>
</tbody>
</table>

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

March 6, 2017
Tentative Agreement March 8, 2017
ABC, INC.

PROPOSALS

Newwriters-Producers Agreement – San Francisco

Section F3.11(a) Newwriters-Producers Agreement – San Francisco

Amend Section F3.11(a) as follows:

(a) The Company shall have the right to hire persons on a daily basis at a daily rate equal to one-fifth (1/5th) of the applicable weekly wage scale (at any step of the escalator) for weekend or overnight shifts or in order to cover temporary workload requirements or the absence of an employee(s) covered by this Agreement. No regular staff newswriter employed at KGO-TV as of May 12, 2003 March 31, 2017 shall be laid off during the term of the successor to the 1997-2003 2011 – 2017 Master Agreement as a direct result of the Company’s employment of daily hire newswriters for regular weekend or overnight shifts.

Daily hires may be assigned to work at such rate any eight (8) 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. Any work performed by such persons in hours in excess of eight (8) hours in any day or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday, and any work performed on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1 1/2) times the regular rate of pay. In addition, any work performed by persons engaged on a daily basis on New Year's Day, Presidents' Day, Labor Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. Effective calendar year 2014, Labor Day shall be substituted for Presidents' Day.—In no case shall overtime accrue on overtime.

The paid one-hour meal period shall not be considered time worked for any purpose including overtime and premium pay on the above-referenced holidays.

[Remainder of the provision unchanged]

[The above-referenced no layoff commitment shall be contingent upon the Union accepting the Company’s proposals for sections F2.5, K2.4 and O2.3, Sideletter #5 [New] Outside News Services, and Sideletter #7 [New] Writing By Persons In Non-Covered Station Operations (F, K and O Units).]

October 11, 2016
Modified January 30, 2017
Tentative Agreement March 8, 2017
ABC, INC.
PROPOSALS
Sideletters

Sideletter #7 [New] Writing By Persons In Non-Covered Station Operations (F, K and O Units)

Add a new Sideletter as follows:

During the course of negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the expertise developed by persons who write or produce for public affairs, documentary and other material that is outside the Union’s exclusive assignment jurisdiction. The parties’ further discussed how material written or produced by such individuals could enhance the news programs on which employees covered by the F, K and O Agreements work.

To that end, notwithstanding any provision to the contrary in the Master Agreement or any other agreements, grievance settlements, arbitration awards or practices to the contrary, at WLS-TV, KGO-TV and KABC-TV, persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union’s exclusive assignment jurisdiction, may also, at the Station’s discretion, perform any writing and, at KGO-TV, any producer work in conjunction with any segments, inserts, stories or pieces that appear on the Station news programs, provided that (1) no more than eight (8) five (5) 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 the long-standing practices at KABC-TV with respect to public affairs material.

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
January 31, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
No Newswriter on regular staff as of March 31, 2017 shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the provisions of this Sideletter.

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
January 31, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
Sideletter # 11 [New] Commuter Reimbursement for Daily Hires

Add the following new Sideletter:

"During the 2017 negotiations, the parties discussed the application of a program offering a pre-tax benefit for certain commuting expenses for daily hire employees in the A, B, F, K, O, P and R units. To the extent administratively feasible, the Company will permit daily hires to participate in the Company’s Commuter Assistance Benefit Program. Participation in this program shall be subject to Sideletter EF.”
NABET-CWA/ABC Inc.
2017 Tentative Agreement

"K" – Newswriters Agreement

March 8, 2017
ABC, INC.

PROPOSALS

Newswriters- San Francisco, Chicago and Los Angeles

Sections F2.5, K2.4 and O2.3

Replace these sections with the following:

Add a new subsection (e) as follows:

Notwithstanding any provision to the contrary in the Master Agreement, including any Unit agreements, or any other agreements, grievance settlements, arbitration awards or practices to the contrary, anchors and correspondents outside the bargaining unit may write, rewrite, condense and/or process news material for their own broadcast(s) 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.

No newswriter on regular staff as of March 31, 2017 shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the Company's utilization of the foregoing paragraph.

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
Modified January 31, 2017
Tentative Agreement February 3, 2017
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."

5. **Upgrade:** The Company may designate, on a daily basis, Newswriters who will receive a $20 daily upgrade. Employees so designated shall not be subject to any of the restrictions on camera operation assignments set forth in the Master Agreement, except the provision relating to the types of cameras that can be used in Sideletter DN, third unnumbered paragraph. The persons designated pursuant to this paragraph shall be in the Company's sole discretion and may change from day to day.

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).

Modified March 3 and 7, 2017
Tentative Agreement March 8, 2017
[Make conforming changes as necessary to the K Unit Agreement.]

<table>
<thead>
<tr>
<th>K Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Daily Hire Employees</td>
</tr>
<tr>
<td>Adam Alexander</td>
</tr>
<tr>
<td>Alana Alkema</td>
</tr>
<tr>
<td>Joseph Anthony</td>
</tr>
<tr>
<td>Jose Baltierra</td>
</tr>
<tr>
<td>Thomas Greve</td>
</tr>
<tr>
<td>Laura Reynolds</td>
</tr>
<tr>
<td>Jason Smith</td>
</tr>
<tr>
<td>Yuki Spellman</td>
</tr>
</tbody>
</table>

Modified March 3 and 7, 2017
Tentative Agreement March 8, 2017
Sideletter #7 [New] Writing By Persons In Non-Covered Station Operations (F, K and O Units)

Add a new Sideletter as follows:

During the course of negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the expertise developed by persons who write or produce for public affairs, documentary and other material that is outside the Union’s exclusive assignment jurisdiction. The parties’ further discussed how material written or produced by such individuals could enhance the news programs on which employees covered by the F, K and O Agreements work.

To that end, notwithstanding any provision to the contrary in the Master Agreement or any other agreements, grievance settlements, arbitration awards or practices to the contrary, at WLS-TV, KGO-TV and KABC-TV, persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union’s exclusive assignment jurisdiction, may also, at the Station’s discretion, perform any writing and, at KGO-TV, any producer work in conjunction with any segments, inserts, stories or pieces that appear on the Station news programs, provided that (1) no more than eight (8) five (5) 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 Newwriters.

In addition to the foregoing rights, Nothing herein shall be construed to diminish any existing rights or practices at any particular Station, including the long-standing practices at KABC-TV with respect to public affairs material.

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
January 31, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
No Newswriter on regular staff as of March 31, 2017 shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the provisions of this Sideletter.

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
January 31, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
Sideletter #11 [New] Commuter Reimbursement for Daily Hires

Add the following new Sideletter:

"During the 2017 negotiations, the parties discussed the application of a program offering a pre-tax benefit for certain commuting expenses for daily hire employees in the A, B, F, K, O, P and R units. To the extent administratively feasible, the Company will permit daily hires to participate in the Company's Commuter Assistance Benefit Program. Participation in this program shall be subject to Sideletter EF."

October 14, 2016
Tentative Agreement October 15, 2016
NABET-CWA/ABC Inc.
2017 Tentative Agreement

"O" – Newswriters Agreement

March 8, 2017
ABC, INC.
PROPOSALS
Newswriters- San Francisco, Chicago and Los Angeles

Sections F2.5, K2.4 and O2.3

Replace these sections with the following:

Add a new subsection (e) as follows:

Notwithstanding any provision to the contrary in the Master Agreement, including any Unit agreements, or any other agreements, grievance settlements, arbitration awards or practices to the contrary, anchors and correspondents outside the bargaining unit may write, rewrite, condense and/or process news material for their own broadcast(s) 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.

No newewriter on regular staff as of March 31, 2017 shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the Company's utilization of the foregoing paragraph.

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
Modified January 31, 2017
Tentative Agreement February 3, 2017
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 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. **Multi-Media Journalist Upgrade:** The Company may designate, on a daily basis, Newswriters who will receive a $20 daily upgrade. Employees so designated shall not be subject to any of the restrictions on camera operation assignments set forth in the Master Agreement, except the provision relating to the types of cameras that can be used in Sideletter DN, third unnumbered paragraph. The persons designated pursuant to this paragraph shall be in the Company's sole discretion and may change from day to day.

Modified March 2 and 7, 2017
Tentative Agreement March 8, 2017
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.]
<table>
<thead>
<tr>
<th>O Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Daily Hire Employees</td>
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<tr>
<td>Ahearn, Sarah</td>
</tr>
<tr>
<td>Antoccia, Melissa</td>
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<tr>
<td>Bastidas, Camila</td>
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<td>Bihn, Kristie</td>
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<td>Burch, Jacob</td>
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<td>Chesbro, Madeline</td>
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<td>Gonzales, Michelle</td>
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<td>Jepson Knopf, Michelle</td>
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<td>Munoz Hetler, Alejandra</td>
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<td>Peters, Ronald</td>
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<td>Robinson, Matthew</td>
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<td>Samuelson, Kari</td>
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<td>Skelton, Brian</td>
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<td>Steiner, James</td>
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<td>Van Horn, Lecia</td>
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<td>Winfield, Tanya</td>
</tr>
</tbody>
</table>

Modified March 2 and 7, 2017
Tentative Agreement March 8, 2017
ABC, INC.

PROPOSALS

Newswriters Agreement - Los Angeles

Section O3.12 – KABC-TV Desk Assistants

Delete section.
Section O3.14(a) Newswriters Agreement – Los Angeles

Amend Section O3.14(a) as follows:

(a) The Company shall have the right to hire persons on a daily basis at KABC-TV for weekend or overnight shifts, and in all Los Angeles operations in order to cover temporary workload requirements or the absence of an employee(s) covered by this Agreement. No regular staff newswriters employed at KABC-TV as of May 12, 2003 March 31, 2017 shall be laid off during the term of the successor to the 1997-2003 2011 – 2017 Master Agreement as a direct result of the Company’s employment of daily hire newswriters for regular weekend or overnight shifts.

Employees hired on a daily basis shall be paid for each day worked a daily rate equal to one-fifth (1/5) of the applicable weekly wage scale (at any step of the escalator) which shall be the regular rate of pay for daily hire employees as of that date. Daily hires may be assigned to work at such rate any eight (8) 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. Any work performed by such persons in hours in excess of eight (8) hours in any day or in excess of forty (40) hours in a regular work week (which shall be defined as beginning at 12:01 AM Saturday and continuing until 12:00 Midnight the following Friday) and any work performed on New Year’s Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day (last Monday in May), July Fourth, Labor Day, Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day shall be regarded as overtime and compensated at one and one-half (1 ½) times the regular rate of pay. In addition, any work performed by persons engaged on a daily basis on New Year’s Day, Presidents’ Day, Labor Day, Memorial Day, Thanksgiving Day and Christmas Day shall be compensated at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday.

Effective calendar year 2014, Labor Day shall be substituted for Presidents’ Day. In no case shall overtime accrue on overtime.

The paid one-hour meal period shall not be considered time worked for any purpose including overtime and premium pay on the above-referenced holidays.

[Remainder of the provision unchanged]

[The above-referenced no layoff commitment shall be contingent upon the Union accepting the Company’s proposals for sections F2.5, K2.4 and O2.3, Sideletter #5 [New] Outside News Services, and Sideletter #7 [New] Writing By Persons In Non-Covered Station Operations (F, K and O Units).]
Sideletter #7 [New] Writing By Persons In Non-Covered Station Operations (F, K and O Units)

Add a new Sideletter as follows:

During the course of negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the expertise developed by persons who write or produce for public affairs, documentary and other material that is outside the Union’s exclusive assignment jurisdiction. The parties’ further discussed how material written or produced by such individuals could enhance the news programs on which employees covered by the F, K and O Agreements work.

To that end, notwithstanding any provision to the contrary in the Master Agreement or any other agreements, grievance settlements, arbitration awards or practices to the contrary, at WLS-TV, KGO-TV and KABC-TV, persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union’s exclusive assignment jurisdiction, may also, at the Station’s discretion, perform any writing and, at KGO-TV, any producer work in conjunction with any segments, inserts, stories or pieces that appear on the Station news programs, provided that (1) no more than eight (8) five-(5) 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 the long-standing practices at KABC-TV with respect to public affairs material.*

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
January 31, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
No Newswriter on regular staff as of March 31, 2017 shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the provisions of this Sideletter.

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
January 31, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
Sideletter #11 [New] Commuter Reimbursement for Daily Hires

Add the following new Sideletter:

"During the 2017 negotiations, the parties discussed the application of a program offering a pre-tax benefit for certain commuting expenses for daily hire employees in the A, B, F, K, O, P and R units. To the extent administratively feasible, the Company will permit daily hires to participate in the Company's Commuter Assistance Benefit Program. Participation in this program shall be subject to Sideletter EF."

October 14, 2016
Tentative Agreement October 15, 2016
NABET-CWA/ABC Inc.
2017 Tentative Agreement

"P" – Plant Maintenance Agreement

March 8, 2017
Sideletter #6 [New] P Unit – Subcontracting

Add the following new Sideletter:

“During the course of negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the Company’s desire to have the assignments covered by the “P” Unit Agreement, performed by subcontractors as is the case with other facilities of The Walt Disney Company (TWDC) in the Los Angeles area. The Company expressed its desire that all such job functions be integrated and consolidated, for efficiency purposes, using the same methods as the TWDC facilities, for example, Glendale and Burbank.

To that end, notwithstanding any arbitration awards, grievance settlements, practices, or provisions to the contrary in the General Articles, Sideletters, Stipulations or the “P” Agreement of the Master Agreement, the Company shall have the right to subcontract work duties covered by Sections P2.1, P2.2, P2.3, P2.4, P2.5, P2.6, P2.7 and P2.8, including but not limited to any cleaning assignments both inside and outside any facility, any office, furniture or other moving assignments, any carpentry, electrical, HVAC, locksmith, gardening, plumbing or painting work assignments, and the placement, handling and delivery of supplies (including water).

The Company agrees that the right to subcontract work pursuant to this Sideletter shall not include the right to replace the P Unit with “basic crafts” employees of TWDC who perform the assignments referenced above on the Burbank lot, during the term of the successor to the 2011-2017 Master Agreement. The parties acknowledge that the commitment set forth in the preceding sentence does not prevent any tenant or occupant on the Prospect lot (e.g. Marvel, Lucas Films, Warner Bros., Pixar, Maker Studios) from utilizing its own employees for the services referred in this Sideletter, only with respect to such entity’s premises. Nothing in this paragraph shall be construed to prevent any Union from organizing the employees of any employer, including those of any subcontractor supplying services to the Company.

1. **No Layoff Commitment:** No regular employee in the above-referenced General Maintenance Person, Gardener, Carpenter, Electrician, Plumber or Painter Seniority Units shall be laid off prior to **January 1, 2019** September 30, 2018, as a direct

September 20, 2016
Corrected September 22, 2016
Corrected and Modified October 14, 2016
Modified October 15 and November 17, 2016
Modified January 10, 2017
Tentative Agreement February 2, 2017
result of the rights set forth in this Sideletter. In addition, the Company shall retain and not reduce through layoff, as a direct result of the rights set forth in this Sideletter, the number of regular employees on the Carpenters and Electricians seniority lists below two on the Carpenter’s list and three on the Electricians list, through March 31 July 1, 2019, unless Provided, however, if there is an insufficient number of employees to meet this the commitment set forth in the preceding sentence due to retirement, resignation, discharge for cause pursuant to Section 14.1(a) or unsatisfactory performance pursuant to 14.1(b), such commitment shall not apply.

2. **Mixed Crew Work**: All employees covered under the Master Agreement will work on a “mixed crew” basis with subcontractor employees. All Unit employees shall work cooperatively with subcontractor employees without any jurisdictional lines. Subcontractor employees shall be able to perform all work covered by P Unit assignment jurisdiction without being covered by the Master Agreement.

3. **Referral To Subcontractor**: The Company will provide the name, address and other appropriate contact information for staff employees, and daily hire employees on the attached Appendix A, to its subcontractors for consideration for employment. Any determination in this regard will lie exclusively with the subcontractor, and the Company will have no obligations beyond such referral.

**Arbitration Awards**

The parties agree that the Decisions and Awards of Arbitrator Mark Burstein in AH-94-52, relating to among other things, the delivery and pickup of water bottles, and AH-92-38, relating to cleaning services, are hereby deemed null and void.”

September 20, 2016
Corrected September 22, 2016
Corrected and Modified October 14, 2016
Modified October 15 and November 17, 2016
Modified January 10, 2017
Tentative Agreement February 2, 2017
Appendix A

Amelia Salcido
Jonathan Clark
Benjamin Lopez
Mario Rivas
Juan Martell
Armando Becerra
Richard Juarez
German Escobar
Stephen Dippold
Manny Arellano
Daniel Paz
Jesus Alvarado
Shawn Wood
Edgar Pedraza
Michel Pardon
Javier Diaz
Giovanni Tobar
Gabriel Alva
Add the following new Sideletter:

"During the 2017 negotiations, the parties discussed the application of a program offering a pre-tax benefit for certain commuting expenses for daily hire employees in the A, B, F, K, O, P and R units. To the extent administratively feasible, the Company will permit daily hires to participate in the Company's Commuter Assistance Benefit Program. Participation in this program shall be subject to Sideletter EF."
Sideletter # 12 [New] Special Ratification Incentives

Add the following new Sideletter:

"The following special ratification incentives shall apply provided the successor to the 2011-2017 Master Agreement is ratified on or before January 31, 2017 March 31, 2017:

1. Voluntary Separation Program – P Unit: Within ninety (90) days after timely ratification of the successor to the 2011-2017 Master Agreement, the Company shall offer regular employees in all the Building-Maintenance-Persons maintenance seniority Units covered by the “P” Plant Maintenance Agreement, a Voluntary Separation Program ("VSP") on the terms set forth below.

Separation Formula

(i) Employees with at least six (6) months, but less than four (4) years of Total Company Seniority will receive eight (8) weeks’ base pay.

(ii) Employees with four (4) at least six months but less than ten (10) years of Total Company Seniority will receive eight (8) weeks’ base pay, plus one week two weeks of base pay for each completed year of Total Company Seniority.

Employees with ten (10) or more years at least six months of Total Company Seniority will receive twenty-five (25) weeks’ base pay, plus one week two and one-half (2.5) weeks of base pay for each completed year of Total Company Seniority, with a maximum of Sixty (60) weeks of base pay a minimum payment of Ten Thousand Dollars ($10,000), and a maximum payment of One Hundred Forty-Five Thousand Dollars ($145,000). For purposes of applying the above VSP formula, payment shall be calculated based on the employee’s total Company Seniority as of the employee’s actual separation date.

November 17, 2016
Modified December 19, 2016
Modified January 10 and 27, 2017
Corrected February 1, 2017
Modified February 2, 2017
Acceptance into the Program

The Company shall accept into the program all applicants who express an interest in participating, provided such employees shall continue active employment and comply with all the other conditions of the VSP including continued satisfactory performance in accordance with the applicable rules of discipline set forth in the Master Agreement, through the employee’s date of separation. The Company reserves the sole discretion to determine the separation date for any employee offered a VSP pursuant to this paragraph, and such determination shall not be arbitrable. Provided, however, that such separation date may not be later than December 31, 2017, unless mutually agreed to in writing between the employee and the Company.

Agreement and General Release

Employees accepted into participating in the Program will be required to sign an Agreement and General Release prepared by and satisfactory to the Company. Such General Release shall exclude a release of any Workers’ Compensation Claim, known or unknown. Any employee in any Seniority Unit who declines to execute the above-referenced General Release, shall be laid off in accordance with the provisions of Section P5.1, in inverse seniority order in each separate seniority Unit as specified in Section P4.1, in accordance with Section 11.3(a). Such employee shall be paid severance in accordance with Section 15.1.

2. Pension Credit – P Unit: Eliseo Cadavona will be treated as having attained at least twenty (20) years of service for the purposes Section 10.07 of the Pension Plan text of The ABC-NABET Retirement Trust Plan. This paragraph shall be considered a Joint Resolution pursuant to Section 23.1(c) of the Master Agreement, and shall be subject to the Plan Actuary’s verification that the credit provided will not significantly impact the Plan’s funded status.

3. Daily Hire Severance-P Unit: In case of a layoff as a direct result of the rights set forth in Sideletter 6 (New) P Unit Subcontracting (as opposed to a voluntary separation, cessation of engagements for performance or misconduct reasons, etc.), the Company agrees to provide severance pay to the daily hire employees on the Appendix A attached to this Sideletter, in an amount equal to one (1)-week’s two (2) weeks’ pay for each year of full-time daily hire service, in exchange for an Agreement and General Release prepared by and satisfactory to the Company. Such General Release shall exclude a release of any Workers’ Compensation Claim, known or unknown. Provided, however, that in no event shall an employee on Appendix A receive less than two (2) four (4) weeks’ severance pay. Any determination to layoff pursuant to this paragraph shall be in the Company’s sole

November 17, 2016
Modified December 19, 2016
Modified January 10 and 27, 2017
Corrected February 1, 2017
Modified February 2, 2017
discretion and not arbitrable. Computation of a full-time daily hire employee’s service for purposes of this paragraph shall be based on the employee’s start date as a 5-day per week daily hire employee those years in which a daily hire worked at least two hundred and forty (240) twenty (220) days, with a minimum of four weeks' severance pay for employees on such Appendix. A weeks' severance pay shall equal the employee’s daily group scale wage rate for five (5) eight hour calls.

4. **Daily Hire Severance-Central Stores/Prospect Stock Room**: In case of a layoff of daily hire employees, as a direct result of the rights set forth in Sideletter #1 [New] (Central Stores), the Company agrees to provide severance pay to the daily hire employees listed on Appendix A B attached hereto in the amounts set forth therein, in exchange for an Agreement and General Release prepared by and satisfactory to the Company. Any determination to layoff pursuant to this paragraph shall be in the Company’s sole discretion and not arbitrable.
Appendix A

Amelia Salcido
Jonathan Clark
Benjamin Lopez
Mario Rivas
Juan Martell
Armando Becerra
Richard Juarez
German Escobar
Stephen Dippold
Manny Arellano
Daniel Paz
Jesus Alvarado
Shawn Wood
Edgar Pedraza
Michel Pardon
Javier Diaz
Giovanni Tobar
Gabriel Alva

November 17, 2016
Modified December 19, 2016
Modified January 10 and 27, 2017
Corrected February 1, 2017
Modified February 2, 2017
Sideletter HS – Units Daily Hire Reports

Amend the current sideletter as follows:

"F", "K", and "O", and "P" Units Daily Hire Reports

The Company will provide each Local Union and the Sector, on a monthly basis, with a report containing information regarding persons hired on a daily basis under the "F", "K", and "O", and "P" Agreements, including each such person's name, address, telephone number, Social Security number, itemized gross earnings, dates of employment, total number of hours worked per each date of employment, classification and the applicable scheduling office. The Company will provide the first of the above-referenced reports for January 2014. The Company shall have an appropriate period of time, not to exceed six (6) months, to effectuate this change.
NABET-CWA/ABC Inc.  
2017 Tentative Agreement

“R” – Publicists Agreement

March 8, 2017
Section R11.1 – Black-tie Attire

Amend the current provision as follows:

When a Publicist is assigned to attend a formal event (requiring black-tie attire) the Company will reimburse such Publicist for the cost of renting such attire, up to a maximum of One Hundred Fifty Dollars ($150.00), in accordance with Company policy.
Sideletter # 11 [New] Commuter Reimbursement for Daily Hires

Add the following new Sideletter:

"During the 2017 negotiations, the parties discussed the application of a program offering a pre-tax benefit for certain commuting expenses for daily hire employees in the A, B, F, K, O, P and R units. To the extent administratively feasible, the Company will permit daily hires to participate in the Company’s Commuter Assistance Benefit Program. Participation in this program shall be subject to Sideletter EF.”
NABET-CWA/ABC Inc.
2017 Tentative Agreement

Sideletters

March 8, 2017
ABC, INC.

PROPOSALS

Sideletters

Sideletter AJ – Special Severance Allowance

Amend the current sideletter as follows:

The Union recognizes that the broadcasting industry is undergoing significant technological changes and improvements and gives the assurance that it will not prevent or impede such progress. The Company recognizes that employment of individuals covered under the Engineering Agreement and the Traffic and Communications Agreement who have attained long years of service, may be affected by the new methods of operation. To this end it is agreed that a special severance allowance will be paid to employees covered by the aforesaid Agreements, having three (3) years or more of Unit Seniority, who are laid off due to reduction in force as follows:

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<th>Years of Unit Seniority</th>
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<td>3 – 5 Years</td>
<td>$3,500.00—</td>
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<td>5 – 10 Years</td>
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</tr>
<tr>
<td>10 Years and Over</td>
<td>$9,000.00—</td>
</tr>
</tbody>
</table>

[Remainder of Sideletter unchanged.]
Modify the current Sideletter as follows:

**Sideletter AX**
Accidental Death and Dismemberment

The following is intended as a clarification of the coverage of ABC’s Accidental Death and Dismemberment Policy:

Travel accident insurance applies to each covered employee (including all Daily Hire employees) from point of departure (e.g., the principal office to which the employee is assigned, or the employee’s home only in instances where an employee goes directly from his or her home to cover an assignment) until the employee returns to point of departure. This covers employees not only when traveling by common carrier, but also when they are on assignment outside of the principal office to which they are assigned.

The application of this Policy under any circumstances will be subject to all terms and conditions of that Insurance Policy.
Sideletter CC

Amend the current sideletter as follows:

This will confirm our understanding that Group 2 or 5 employees may continue to perform maintenance functions on a temporary basis without being upgraded to Group 7. In the event an employee is regularly assigned to maintenance, including vacation relief employees, such employee shall be paid pursuant to the wage schedules set forth under Group 7.

*(See Sideletter Section A7.7)*
ABC, INC.

The following Company proposals are withdrawn:

General Article, Section 7.7(b) – Proposed September 20, 2016 – withdraw.

Sideletter DK [New] (Owned Stations Maintenance Assignments) – Proposed September 20, 2016 - Provided that the Union withdraws its proposals for A2.6 and Sideletter EI proposed September 22, 2016.

Sideletter DJ – Proposed September 20, 2016 - Provided that the Union agrees that, whether assigned or not, the asking by ENG crews at WABC-TV of questions of any interviewees and recording their responses shall not be deemed to make such employee a “producer of news material” which warrants a Sideletter DJ payment. Any such practices to make such payments at WABC-TV are hereby disclaimed as not being of the type of assignments described in Sideletter DJ as production of news material.

Sideletter EX – Proposed September 20, 2016 – withdraw.
March 7, 2017

Arthur Mazzacca
President
NABET-CWA Local 16
229 West 28th Street, Suite 402
New York, NY 10001

Re: Producer Fees

Dear Art:

During the course of the negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the issue of "producer fees" paid to ENG crews at WABC-TV for asking questions, including the Company's position that Sideletter DJ has been misapplied by the Company. The Company has stated to the Union that crews at WLS-TV, KABC-TV, KGO-TV and Network News ask questions and do not receive such fees.

The parties have decided to resolve the above-referenced issue as follows:

1. All WABC-TV staff and daily hire employees hired prior to April 1, 2017, shall continue to receive a producer fee under the circumstances where such fees have been paid in the past, and the Station shall continue to have the right to assign employees to such duties.

2. The fee referenced in item 1 shall be Thirty Dollars ($30) per day.

3. For staff or daily hire employees initially employed for the first time after April 1, 2017, no additional fees shall attach to the Station assigning an employee to ask questions. The Station shall continue to have the right to assign such ENG crews to ask questions.

4. The above-referenced practice at WABC-TV is hereby disclaimed, and shall be replaced by the terms of this letter Agreement.

5. Except as provided herein, the parties reserve their respective positions with regard to producer fees and the application of Sideletter DJ.
6. This Agreement shall not be construed or utilized to establish any practice at any other office of the Company.

7. Except as necessary to enforce its terms (by way of claim or defense) in any future proceeding, this agreement shall be on a no-precedent, non-citable basis, and may not be offered, received or considered in any proceeding.

Very truly yours,

Sean T. Quinn

UNDERSTOOD AND AGREED
On Behalf of NABET-CWA, Local 16

By: [Signature]
Arthur Mazzacca
President

Date: 3/8/17
Sideletter DN Digital Cameras and Related Equipment

Modify the current provision as follows:

During the course of the negotiations leading to the 2011-2017 Master Agreement the parties discussed technological advances relating to ENG and EFP camera equipment. The Company recognizes and values the unique contributions made by its NABET-CWA-represented ENG and EFP crews in the past and is committed to continuing to use them in the future for such work. However, the parties recognize that due to the technological advances relating to ENG and EFP camera equipment, the Company may in certain situations have individuals other than NABET-CWA-represented employees gather material on assignments in the field or within any Company facility, other than a broadcast studio within such facilities, in the following cases.

Therefore, notwithstanding any other provisions of the Master Agreement, arbitration awards, grievance resolutions or practices to the contrary, it is agreed as follows:

Any person(s) described below may operate digital camera equipment (e.g., DVX 1000, and 2000, Sony PD-150 and 170, Sony HVR-V1U, JVC 110 and 250, TRV 1000, TRV-11 and 19, JVC 200, Sony FS5 and FS7, Sony PXW-100, 200 and 300, Sony BRC-H900, Samsung-SCH-80, Canon XL-1 and 2, PC 109, Sony Z5U, Sony EX-3, Sony NEXFS100, Panasonic AG-HPX170, AG-HPX250, Panasonic 255, Panasonic AG-HMC40, Panasonic AJ-PX270, Panasonic AW-UE70, Panasonic AW-HE130, Panasonic HCV770, HCWX970 and HCWX870, and Canon EOS 5D Mark II, Canon c100 and c300, or other camera equipment generally marketed as “Consumer” or “Professional Consumer” equipment), and including video phones (or similar devices), whether HD or SD, in the following situations:

As long as camera operation is not such person’s overall primary job function, such persons (except interns) may operate such camera equipment on assignments when its use is combined (whether or not simultaneous) with other work or functions such person(s) normally performs (i.e., announcing, reporting, producing, newswriting, directing), in relation to the particular material, story or program. Persons covered by the foregoing paragraph will not shoot for others on a regular basis and only in unforeseen circumstances, such as a news emergency.

2-7. [remain unchanged]
8. No ENG or EFP field engineer (i.e., member of one or two person camera crew) on regular staff as of December 31, 2012 March 31, 2017 shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the use of such cameras by other persons in accordance with the terms of this Sideletter.

[Remainder of Sideletter unchanged.]
Sideletter DS
Four-Day Workweek

Delete this Sideletter from the Master Agreement.
Sideletter DT - Daily Hire Benefits

Clarify the existing Sideletter as follows:

“This will confirm our understanding concerning those Sections of the Master Agreement providing for a payment in lieu of benefits for daily hires.

In the event the Company is required by law suit, arbitral determination, government regulation, order, et al., or other compulsory process to make contributions on behalf of daily hire employees or to cover such employees in a plan or program for medical, pension and/or other benefit coverage (including any law, rule or regulation requiring any form of paid time off, including but not limited to sick leave, etc.), or if the parties agree to such a program or contribution for daily hires during the term of this Agreement, the costs to the Company of providing such coverage or making such contributions shall, in either case, be offset on a dollar-for-dollar basis against the payment in lieu of benefits to the daily hires as provided in Contracts “A”, “B”, “F”, “K”, “O”, “F” and “R”.

The amount of the individual offset shall be the same as the cost to the Company for providing the additional benefits or making such contribution. In the event the amount of the offset is not precisely calculable, the amount to be offset to provide such coverage shall be determined jointly by the Company’s Vice President, Labor Relations and the International Sector President of the Union, or their designees. If they should fail to agree, the matter may be submitted to an Impartial Umpire by either party for determination of the appropriate amount to be offset, which is the same as the cost to the Company for providing the additional benefits or making the additional contributions.

Notwithstanding the foregoing, the parties’ agreements dated July 27, 2015 and March 19, 2015 relating to the California and Washington, DC sick leave laws shall remain in effect.

(See Sideletter FO)

September 20, 2016
Tentative Agreement November 18, 2016
Sideletter DV – Implementation of Sideletter DK

Add a new sub-paragraph (4)-(k) to Sideletter DV regarding Hubbing Network Distribution Operations in LA as follows:

[Provisions of paragraph 4 remain unchanged except addition of following paragraph and conforming revision to the final paragraph.]

“Notwithstanding the foregoing, persons not covered by the Master Agreement may performing duties covered by Sideletters HN, paragraphs 1 and 2 and DV(4)(g) in a consolidated program preparation/release to air facility, in which persons not covered by the Master Agreement have in the past and currently perform such or similar duties for any entity affiliated with the Company (e.g., The Disney Channel, Disney XD, Disney Junior or Freeform), regardless of whether such consolidation occurs within the seventy-five mile radius of the Los Angeles office of the Company. The radius limitation on such consolidations set forth in sub-paragraph DV(4)(g) shall continue to apply at other offices of the Company. Nothing herein shall be construed to permit the Company to relocate the New York program preparation/release to air facility, to any such consolidated operation inside a seventy-five (75) mile radius of Los Angeles, except in case of disaster recovery.

Provided the parties reach an early agreement, if there is any there will be no layoff of an active any regular employee on the payroll as of March 31, 2017, prior to April 1, 2019 2020 as a direct result of the provisions of the immediately preceding paragraph. Subsection (4)-(k) above, the Company agrees that the severance amount set forth in Sideletter HH, paragraph 7 (2 weeks of pay for each year of Total Company Seniority) shall be applied, rather than Section 15.1 (1 week of pay for each year of Total Company Seniority).

In case of a layoff In the case of the separation of a daily hire employee as a direct result of the rights set forth in the foregoing above referenced paragraph relating to consolidation with affiliated entities (as opposed to a voluntary separation, cessation of engagements for performance or misconduct reasons, etc.), instead of the amount provided in Sideletter HR, the Company agrees to provide severance pay to the full-time daily hire employees in an amount equal to two (2) week’s pay for each year of full-time daily hire employees.

September 20, 2016
Corrected And Modified October 14, 2016
Modified October 18, 2016
Clarified November 11, 2016
Corrected January 12, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
service, with a maximum of twenty-four (24) weeks, in exchange for an Agreement and General Release prepared by and satisfactory to the Company. Provided, however, that in no event shall a full-time daily hire employee receive less than two (2) weeks' severance pay. Any determination to layoff pursuant to this paragraph shall be in the Company’s sole discretion and not arbitrable. Computation of a full-time daily hire employee’s service for purposes of this paragraph shall be based on the employee’s start date as a 5 day per week daily hire employee. A weeks' severance pay shall equal the employee’s daily group scale wage rate for five (5) eight hour calls.

Except as permitted in subsection (g) and the immediately preceding paragraph above-foregoing paragraph relating to consolidation with affiliated entities, the Company shall not assign pursuant to Sideletter DK persons not covered by the Master Agreement to operate Network break studios and Station Master Control/break studios, except to provide meal or other break relief, and for any unforeseen circumstance, but as to such circumstance only for the period of time reasonably necessary for an otherwise available qualified NABET-CWA-represented engineer to be assigned to such operation.

September 20, 2016
Corrected And Modified October 14, 2016
Modified October 18, 2016
Clarified November 11, 2016
Corrected January 12, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
Sideletter DV (5) – Implementation of Sideletter DK

Amend paragraph 5 of sideletter DV as follows:

5. During negotiations for the 2011-2017 Master Agreement, the parties agreed, for work flow efficiency reasons, to move the job functions “operate Central Switching in Washington” to the “overall primary job function” section of Sideletter DV, paragraph 4. In addition, the parties added an exception to the job function in DV, paragraph 4(e) (“program Network Studio intercom systems.”) No regular “A” Unit Engineering employee on the payroll as of March 31, 2017 shall be laid off as a direct result of the above-referenced changes made in the 2011-2017 Master Agreement.
Sideletter DZ - “Unsuitability” – New York Publicists

Amend the current sideletter as follows:

“With regard to “R” Unit employees, the Company shall be permitted, as an alternative to the Article XIV provisions, to discharge an employee instead for “unsuitability” to perform publicists’ duties. In the event the Company should determine to discharge an employee in the Publicists Unit for “unsuitability”, it shall notify the employee and the Local Union in advance of taking any such action, and the Company and Local Union shall meet within two business days or at any other mutually agreeable time period to discuss the matter. The Company shall notify the Local Union and the employee of the Company’s grounds for its determination of unsuitability. If no resolution shall be reached by the parties regarding such matter, the Company shall be required to put the publicist on probation for 90 days, dating from the time the Local Union was first notified, in order to determine if the “unsuitability” cannot be remedied. In the event the Company shall determine at the end of this 90 day period that such “unsuitability” shall not have been corrected, the Company shall be permitted to discharge the publicist, provided that the Company in so doing does not act in an arbitrary and capricious manner. The Local Union shall have the right to arbitrate whether the Company acted in an arbitrary and capricious manner with regard to any discharge under this Sideletter.

Whenever If an employee is discharged pursuant to this “unsuitability” Sideletter, and the Union provides notice waiving its foregoing right to arbitrate, the employee shall receive severance pay in an amount of double what he or she would have received pursuant to Article XV of the Master Agreement two-and-one-half (2.5) weeks of pay at the employee’s weekly rate capped at sixty (60) weeks in lieu of any other severance pay, provided he or she executes a General Release in a form satisfactory to the Company, and does not revoke such release, and the Union waives in writing its right to arbitrate the separation. The Company shall provide a copy of the executed release to the Union after the revocation period has passed, at which time the Union must provide the above-referenced written waiver within seven (7) business days as a condition to the payment provided above.

September 19, 2016
Modified October 17, 2016
Modified October 24, 2016
Modified November 11, 2016
Tentative Agreement November 17, 2016
Sideletter EP-4 [New] Production for New Media

Add a new Sideletter as follows:

"During the course of the negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed situations in which the Company may be willing to extend coverage of the Master Agreement to non-dramatic productions made for new media. The parties acknowledge that this business is still an emerging, nascent and evolving business and therefore any assignments must be on a non-mandatory basis.

To that end, the Company may assign "A" Unit employees covered by the Master Agreement to non-dramatic productions made for new media, pursuant to the terms and conditions of such Agreement, including any applicable jurisdictional easements (e.g. Sideletter EH) set forth therein, except as modified below.

The following special conditions shall apply with respect to any tour where a daily hire employee is engaged for a production covered by this Sideletter:

1. In lieu of Section 3.1(b), employees hired on a daily basis shall, after forty-five (45) thirty (30) twenty-five (25) days of employment within a calendar year or sixty (60) forty-five (45) thirty-five (35) days in two (2) consecutive calendar years, become members of the Union and remain members in good standing in the Union during the term of each Agreement.

2. The first meal period of no less than thirty minutes (30) shall be unpaid time and the workday, the workweek and entitlement to overtime shall be adjusted accordingly.

3. The maximum overtime premium shall be one and one-half (1 1/2) times the regular rate of pay.

4. The Company shall pay Forty Dollars ($40.00) per day to the Entertainment Industry Flex Plan, subject to the conditions set forth in Sideletter FD-1.

5. The maximum meal penalty for either delaying and/or "blowing" a meal(s) shall be a single payment of Twenty Dollars ($20.00) Twenty-Five Dollars (25.00) per each day of production.

September 20, 2016
Modified January 10, 2017
Tentative Agreement February 3, 2017
6. Article X, Night Shift Differential, shall be inapplicable.

7. Days worked pursuant to this Sideletter will not count towards the 50% daily hire utilization allowance provided in Section A14.1(a) of the 2011-2017 Master Agreement or any successor agreement.

8. There will be no strike, picketing or other interference with any production covered by this Sideletter and Section 5.1 of the Master Agreement shall apply in all respects.

9. Section 5.2 (except the first sentence) shall not apply to any production covered by this Sideletter and the Company may cease engaging any daily hire for refusal to cross a picket line established by any labor organization, with respect to any production covered by this Sideletter.

10. Article 24 shall not apply to any promotional, behind the scenes or other similar on-camera appearances.

11. Sections 3.2 and Article 20 shall survive the expiration of the Master Agreement for employees assigned to any production covered by this Sideletter.

12. Wage rates for productions covered by this Sideletter shall be freely negotiable, but not less than the Utility Rate except for Utilities.

13. In light of the evolving nature of production of non-dramatic programs for new media, the parties agree that if circumstances warrant, the parties will discuss additional changes to the terms of the Master Agreement, as may be appropriate for the particular production. Nothing herein shall be construed to apply to the terms of Sideletter— Sports Event Agreement relating to Sports events and wrap shows originating from the site of the event.

[Subject to the Union’s acceptance of the Company’s proposal regarding General Article 3.3]

September 20, 2016
Modified January 10, 2017
Tentative Agreement February 3, 2017
Sideletter FB – Daily Hire Defined Contribution Plan

Amend Sideletter FB:

Effective September 27, 2003, the Company will pay on behalf of each daily hire employee employed under the “A”, “B”, “F”, “K”, “O”, “P”, or “R” Agreements who has worked more than twenty (20) days in a calendar year, four percent (4%) of the employee’s straight time hours worked in that same calendar year, to the Communication Workers of America Savings and Retirement Trust (“SRT”), The Entertainment Industry 401(k) Plan or other qualified plan, pursuant to an individual employee’s one-time election, provided that all the following requirements are met by the SRT such plan: (1) SRT Plan is qualified under applicable Internal Revenue Code provisions, (2) SRT Plan complies with all other applicable provisions of law, (3) SRT is self-supporting as to any administrative or other costs, and (4) SRT Plan permits all contributions to be fully tax deductible to the Company. The Union must provide the Company adequate time to reasonably examine an equivalent plan and must be given a minimum of six (6) months to administratively transfer payments to the plan. The contributions will be payable by separate check to SRT the Plan by February 15 of the next succeeding calendar year provided all of the above conditions are satisfied.

February 1, 2017
Tentative Agreement February 2, 2017
ABC, INC.

PROPOSALS

Sideletters

**Sideletter FD - Flex Plan/401(k) Plan**

Amend Sideletter FD as follows:

The Company agrees to make contributions on behalf of daily hire employees to the Entertainment Industry Flex Plan for medical and other benefits, and/or to the CWA 401(k)-Plan Savings and Retirement Trust (SRT), The Entertainment Industry 401K Plan ("401K Plan") and/or another qualified plan (on the condition that both the Plans are and remain “Qualified Plans” as defined by the Internal Revenue Code or other applicable laws, rules and regulations). Such contributions will be deducted from each individual “daily hire” or “per diem” employee’s payment in lieu of benefits as is provided for in the “A”, “B”, “F”, “K”, “O”, “P” and “R” contracts.

February 2, 2017

Tentative Agreement March 6, 2017
ABC, INC.

PROPOSALS

Sideletters

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

Withdraw the Company’s proposal dated October 18, 2016 and replace it with the following. Add the following to Sideletter FD-1:

Except with regard to days worked under the parties’ Sports Event Amendment to the Master Agreement, the Payment In Lieu of Benefits (“PILB”) referenced above shall be allocated and increased as follows:

1. The first full pay period after the date of notice of ratification and the first full pay period one year thereafter, the Company will pay daily hire employees a Seventy Dollars ($70.00) a day PILB. Twenty Dollars ($20.00) of the PILB to be allocated as a mandatory contribution to the Entertainment Industry Flex Plan (“Flex Plan”).

2. The first full pay period three-(3) two (2) years after notice of ratification, the PILB shall increase from Seventy Dollars ($70.00) to Seventy-Five Dollars ($75.00), at which time Twenty-Five Dollars ($25.00) (thirty dollars ($30.00) effective the first full pay period four-(4) three (3) years after the date of notice of ratification) of the PILB shall be allocated as a mandatory contribution to the Entertainment Industry Flex Plan (“Flex Plan”), CWA Savings and Retirement Trust (“SRT”), The Entertainment Industry 401K Plan (“Entertainment 401K Plan”) or another qualified plan in accordance with the employee’s election pursuant to this Sideletter FD-1, subject to any minimum contributions required for participation in the Flex Plan.

In the event an employee makes no election regarding the Company’s allocation of the PILB to the Flex Plan, SRT, Entertainment 401K Plan or another qualified plan pursuant to paragraph 2 of this Sideletter FD-1, the contributions shall be allocated as a mandatory contribution by the Company on the employee’s behalf to the Flex Plan.

Any monies paid pursuant to Sideletter FB shall be paid to the same retirement plan in accordance with the employee’s election, except where the employee makes no election for a retirement plan, the contribution required by Sideletter FB shall be allocated to the SRT on the employee’s behalf.

September 20, 2016

October 18, 2016

Modified February 2 and 3, 2017

Corrected March 4, 2017

Tentative Agreement March 6, 2017
During the course of the negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed their mutual desire that employees prudently use the payments made pursuant to this Sideletter for the purpose of providing health benefits and retirement security through Flex Plan accounts and the SRT, Entertainment 401K or other qualified plan. To that end, each August, the parties will issue a joint communication reminding employees of the purpose of the payment in lieu of benefits, and encouraging them to direct the Company to make contributions on their behalf in amounts they specify in-lieu of all or a portion of the payment-in-lieu-of-benefits PILB.

The parties agree that annually employees will be provided an opportunity to make such election and designate additional amounts for allocation to the Flex Plan and/or one of the qualified retirement plans. It is agreed that these elections shall remain in place unless the employee changes such election the following year during the annual designation election period. The parties will meet promptly after notice of ratification of the successor to the 2011-2017 Master Agreement to agree upon procedures to effectuate the understandings of this Sideletter.

If, during the term of the successor to the 2011-2017 Master Agreement, the application or claim under any law, rule or regulation would in the good faith view of either party potentially operate to defeat the purpose of the payment in lieu of benefits in this Sideletter FD-1, either party may give thirty (30) days written notice to the other party to reopen the Master Agreement to negotiate over matters involving Sideletter FD-1. The parties agree to commence negotiations forthwith upon receipt of such notice.
ABC, INC.

PROPOSALS

Sideletters

Sideletter FF – Personal Services Agreement

Amend Sideletter FF by adding the following as a new fifth paragraph:

“Except for overscale arrangements already incorporated in a written Sideletter FF arrangement in effect as of the date of the ratification to the successor to the 2011 – 2017 Master Agreement, no overscale arrangement including, by way of example, upgrades or additional hours, shall be permitted or enforceable unless a Senior Vice-President of the Company or his/her designee so authorizes in writing. Any overscale arrangement not in compliance with the foregoing sentence shall be considered null and void”
ABC, INC.

PROPOSALS

Sideletters

Sideletter FO - Legal Effects

Add the following clarifying language:

To the extent permitted by federal, state and/or local laws or orders, the parties hereby expressly waive wage, hour and other labor laws or orders, such as but not limited to the California state law requiring one day's rest in seven days, and any law, rule or regulation requiring any form of paid time off, including but not limited to sick leave, etc. Moreover, and in any event, any premiums, penalties or other payments required by the terms of the Master Agreement are intended to be in lieu of, rather than in addition to, any premiums, penalties or other payments required pursuant to federal state and/or local labor laws or orders.

In any circumstance where federal, state and/or local law would require a monetary penalty for a missed, limited or delayed meal, e.g., California wage orders relating to meal breaks, and the Master Agreement provides no such penalty or other payment (e.g., Article IX of the Master Agreement in San Francisco where the meal period is unpaid), the parties clearly and unequivocally agree that the collectively bargained penalty shall be Twenty Dollars ($20.00) for all such missed, limited or delayed meals within a day. This shall be in lieu of any other legal penalty or payment to the extent permissible under applicable law.

Notwithstanding the foregoing, the parties' agreements dated July 27, 2015 and March 19, 2015 relating to the California and Washington, D.C. sick leave laws shall remain in effect.

(See Sideletter DT)
Sideletter FV - Sick and Disability Leave

Delete paragraph 1 and replace with the following:

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.

[Remainder of Sideletter unchanged]
Update Sideletter GQ as follows:

1. Retain current formula for a Retroactive Increase In Accrual Rate, except as provided in paragraph 2 and 3 of this Summary Proposal.

2. Update provisions relating to such Retroactive Increase to cover 2017, 2018, 2019 and 2020.

3. The Retroactive Increase formula shall remain the same as provided in paragraphs 5 through 10, 12 and 15 of Sideletter GQ, subject to date changes, except the language in Paragraphs (9) (iii) and 10 shall be revised to provide that the Plan’s Investment Advisor shall calculate the non-LDI Asset Percentage, in accordance with the parties’ previously agreed-upon templates and instructions as provided to the Advisor on June 9, 2015, and contained in the Advisor’s draft report for December 31, 2014 which was provided to the parties on June 30, 2015.


5. Update paragraph 11 (Determination of Mandatory Freeze/Accrual Rate Reduction) to reflect April 1 of the termination year of the successor to the 2011-2017 Master Agreement. The Determination formula and method set forth therein shall remain unchanged.

6. Update paragraph 13, relating to the benefit accrual rate for 2021, to reflect “January 1, 2021”.

7. The remaining provisions of Sideletter GQ shall remain unchanged, except for date and conforming changes.
February 21, 2017

Charles Braico
President
NABET-CWA
501 Third Street, N.W., 6th Floor
Washington, DC 20001

Re: Employees Returning From Long-Term Union Leave

Dear Charlie:

During the negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the vacation entitlement of Union officers returning from an approved long-term union leave pursuant to Section 13.3(a), in connection with the Union’s proposal to delete Sideletter GZ.

In lieu of Sideletter GZ, the parties agree that when a Union officer, who has been on an approved long-term Union leave for more than one year, returns from such leave during a calendar year, such employee shall, for purposes of this agreement, be treated as having been “on the payroll” as of December 25, of the preceding year, pursuant to Section 19.1. Provided, however, that (i) such vacation shall be pro-rated in accordance with the actual time worked during the calendar year in which the employee returns, (ii) the foregoing shall not apply to any employee who returns to work after July 1, and (iii) such vacation pay shall not be paid out upon resignation, retirement of other separation, unless required by law.

For example, an employee went on long-term union leave on January 1, 2011, returned to work on July 1, 2017, and is eligible for six weeks of vacation pursuant section 19.1(b), shall be entitled to three weeks of vacation in the calendar year of return, to be scheduled between the employee and management.
Charles Braico  
NABET-CWA  
Re: Employees Returning From Long-Term Union Leave  
February 21, 2017  

The Union agrees to withdraw its proposal to delete Sideletter GZ. 

Nothing herein shall be construed to alter in any way the provisions of Section 19.14(b), which governs vacation in the calendar year succeeding the return year.  

Very truly yours,  

Marc L. Sandman  

UNDERSTOOD AND AGREED  
On Behalf of NABET-CWA  
By:  

Charles Braico  

Date:  2-24-2017  

Sean Quinn
Sideletter HH Alternative Layoff Procedure

Amend the Special Separation Formula in paragraph 2, and the severance formula in paragraph 7, to include the Special Severance Allowance set forth in Sideletter AJ.
Sideletter HQ  
Payment in Lieu of Vacation

The daily hire payment in lieu of vacation set forth in Sections A14.2(f), B3.4(a), F3.11(a), K3.14(a), O3.14(a) and P3.3(a) shall be increased from four percent (4%) to six percent (6%) of the employee’s straight-time rate of pay for all straight-time hours worked in a calendar year for any person who works on a daily basis more than two-hundred-(200) one hundred ninety (190) days in any calendar year. Such increase shall apply beginning calendar year 2012, with the first increase payable by February 15, 2013.
Sideletter HS – Units Daily Hire Reports

Amend the current sideletter as follows:

“F”, “K”, “O”, and “P” Units Daily Hire Reports

The Company will provide each Local Union and the Sector, on a monthly basis, with a report containing information regarding persons hired on a daily basis under the “F”, “K”, “O”, and “P” Agreements, including each such person’s name, address, telephone number, Social Security number, itemized gross earnings, dates of employment, total number of hours worked per each date of employment, classification and the applicable scheduling office. The Company will provide the first of the above-referenced reports for January 2014. The Company shall have an appropriate period of time, not to exceed six (6) months, to effectuate this change.
PROPOSALS

Sideletters

Sideletter #1 [New] (Central Stores)

Add the following new Sideletter:

Notwithstanding any arbitration awards, grievance settlements, practices or provisions to the contrary in the Master Agreement, the Company may assign persons not covered by the Master Agreement to perform any central stores function in any office or facility of the Company including, but not limited to, storing, transporting, shipping, off-loading, preparing purchase orders, asset tracking, and the delivery and inventorying of equipment.

At the discretion of the Company, employees covered by the Master Agreement may be assigned to perform Central Stores functions in any area, including the Central Stores operations at 125 West End Avenue in New York and at the Prospect Lot. However, the Company and the Union agree that any such assignments or the performance of such duties, shall not, under any circumstances, confer jurisdiction or constitute an expansion of jurisdiction pursuant to any provision of the Master Agreement with respect to any such assignments or duties, nor shall the performance of such assignments by employees hereunder entitle any such employees to continue to be assigned. It is agreed that no claim or dispute involving an assignment made under this Sideletter, or any failure to make such an assignment, shall be subject to arbitration.

In case of a layoff as a direct result of the rights set forth in this Sideletter (as opposed to a voluntary separation, cessation of engagements for performance or misconduct reasons, etc.), the Company agrees to provide severance pay to the full-time daily hire employees in an amount equal to two (2)-week's pay for each year of full-time daily hire service, up to a maximum of twenty-four (24) weeks, in exchange for an Agreement and General Release prepared by and satisfactory to the Company. Provided, however, that in no event shall a full-time daily hire employee receive less than two (2)-week's severance pay. Any determination to layoff pursuant to this paragraph shall be in the Company's sole discretion and not arbitrable. Computation of a full-time daily hire employee's service for purposes of this paragraph shall be based on the employee's start date as a 5-day per-week daily hire employee. A weeks

September 20, 2016
Modified October 18 and December 19, 2016
Tentative Agreement January 31, 2017
severance pay shall equal the employee's daily group scale wage rate for five (5) eight-hour days.
The following Company proposals are withdrawn:

General Articles Section 4.4 – Proposed October 18, 2016 – withdrawn.

General Articles Section 4.5 – Proposed October 18, 2016 – withdrawn.

New Sideletter #5 Outside News Services – Proposed September 20, 2016 and modified October 14 and 17, 2016 – withdrawn provided the Union agrees put on the record what was discussed on November 18, 2016 concerning the Company’s rights under Sideletter DN, Paragraph 4. That agreed-upon bargaining history is as follows:

"On November 18, 2016, the Company stated that services like Stringr, may gather news or other programming material on iPhones, iPads, Samsung phones, and other personal communication devices. In those instances where such devices are used to gather material, the parties agreed the Company can request specific video to be provided to the Company by outside services like Stringr, and such material may be used on broadcast, without violating any provision of the Master Agreement.”
Sideletter #6 [New] P Unit – Subcontracting

Add the following new Sideletter:

"During the course of negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the Company’s desire to have the assignments covered by the “P” Unit Agreement, performed by subcontractors as is the case with other facilities of The Walt Disney Company (TWDC) in the Los Angeles area. The Company expressed its desire that all such job functions be integrated and consolidated, for efficiency purposes, using the same methods as the TWDC facilities, for example, Glendale and Burbank.

To that end, notwithstanding any arbitration awards, grievance settlements, practices, or provisions to the contrary in the General Articles, Sideletters, Stipulations or the “P” Agreement of the Master Agreement, the Company shall have the right to subcontract work duties covered by Sections P2.1, P2.2, P2.3, P2.4, P2.5, P2.6, P2.7 and P2.8, including but not limited to any cleaning assignments both inside and outside any facility, any office, furniture or other moving assignments, any carpentry, electrical, HVAC, locksmith, gardening, plumbing or painting work assignments, and the placement, handling and delivery of supplies (including water).

The Company agrees that the right to subcontract work pursuant to this Sideletter shall not include the right to replace the P Unit with “basic crafts” employees of TWDC who perform the assignments referenced above on the Burbank lot, during the term of the successor to the 2011-2017 Master Agreement. The parties acknowledge that the commitment set forth in the preceding sentence does not prevent any tenant or occupant on the Prospect lot (e.g. Marvel, Lucas Films, Warner Bros., Pxb, Maker Studios) from utilizing its own employees for the services referred in this Sideletter, only with respect to such entity’s premises. Nothing in this paragraph shall be construed to prevent any Union from organizing the employees of any employer, including those of any subcontractor supplying services to the Company.

1. **No Layoff Commitment:** No regular employee in the above-referenced General Maintenance Person, Gardener, Carpenter, Electrician, Plumber or Painter Seniority Units shall be laid off prior to **January 4, 2019** September 30, 2018, as a direct

September 20, 2016
Corrected September 22, 2016
Corrected and Modified October 14, 2016
Modified October 15 and November 17, 2016
Modified January 10, 2017
Tentative Agreement February 2, 2017
result of the rights set forth in this Sideletter. In addition, the Company shall retain and not reduce through layoff, as a direct result of the rights set forth in this Sideletter, the number of regular employees on the Carpenters and Electricians seniority lists below two on the Carpenter’s list and three on the Electricians list, through March 31 July 1, 2019. Unless provided, however, if there is an insufficient number of employees to meet this the commitment set forth in the preceding sentence due to retirement, resignation, discharge for cause pursuant to Section 14.1(a) or unsatisfactory performance pursuant to 14.1(b), such commitment shall not apply.

2. **Mixed Crew Work**: All employees covered under the Master Agreement will work on a “mixed crew” basis with subcontractor employees. All Unit employees shall work cooperatively with subcontractor employees without any jurisdictional lines. Subcontractor employees shall be able to perform all work covered by P Unit assignment jurisdiction without being covered by the Master Agreement.

3. **Referral To Subcontractor**: The Company will provide the name, address and other appropriate contact information for staff employees, and daily hire employees on the attached Appendix A, to its subcontractors for consideration for employment. Any determination in this regard will lie exclusively with the subcontractor, and the Company will have no obligations beyond such referral.

Arbitration Awards

The parties agree that the Decisions and Awards of Arbitrator Mark Burstein in AH-94-52, relating to among other things, the delivery and pickup of water bottles, and AH-92-38, relating to cleaning services, are hereby deemed null and void.”

September 20, 2016
Corrected September 22, 2016
Corrected and Modified October 14, 2016
Modified October 15 and November 17, 2016
Modified January 10, 2017
Tentative Agreement February 2, 2017
Appendix A

Amelia Salcido
Jonathan Clark
Benjamin Lopez
Mario Rivas
Juan Martell
Armando Becerra
Richard Juarez
German Escobar
Stephen Dippold
Manny Arellano
Daniel Paz
Jesus Alvarado
Shawn Wood
Edgar Pedraza
Michel Pardon
Javier Diaz
Giovanni Tobar
Gabriel Alva
Sideletter #7 [New] Writing By Persons In Non-Covered Station Operations (F, K and O Units)

Add a new Sideletter as follows:

During the course of negotiations for a successor to the 2011-2017 Master Agreement, the parties discussed the expertise developed by persons who write or produce for public affairs, documentary and other material that is outside the Union's assignment jurisdiction. The parties' further discussed how material written or produced by such individuals could enhance the news programs on which employees covered by the F, K and O Agreements work.

To that end, notwithstanding any provision to the contrary in the Master Agreement or any other agreements, grievance settlements, arbitration awards or practices to the contrary, at WLS-TV, KGO-TV and KABC-TV, persons who produce or write for entertainment, public affairs or documentary programming, and/or promos, or any other programming or material outside the Union's 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 the Station news programs, provided that (1) no more than eight (8) five (5) four (4) 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 the long-standing practices at KABC-TV with respect to public affairs material.*

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
January 31, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
No News writer on regular staff as of March 31, 2017 shall be laid off during the term of the successor to the 2011-2017 Master Agreement as a direct result of the provisions of this Sideletter.

September 23, 2016
Modified October 11, 2016
Modified October 17, 2016
January 31, 2017
Modified March 7 and 8, 2017
Tentative Agreement March 8, 2017
Sideletter #9 [New] Clarification Regarding Application of Section A8.2(c) To Station Transmission Operations at KABC-TV

Add the following clarifying new Sideletter:

“Clarify at KABC-TV that Station Transmission Operations constitutes a “Station News Programming” operation pursuant to Section A8.2(c). Any previous agreements on this subject shall be deemed superseded and nothing herein shall be construed to preclude application of such provision at any other Station Transmission Operation.”

September 20, 2016
Tentative Agreement November 17, 2016
Sideletter # 11 [New] Commuter Reimbursement for Daily Hires

Add the following new Sideletter:

“During the 2017 negotiations, the parties discussed the application of a program offering a pre-tax benefit for certain commuting expenses for daily hire employees in the A, B, F, K, O, P and R units. To the extent administratively feasible, the Company will permit daily hires to participate in the Company’s Commuter Assistance Benefit Program. Participation in this program shall be subject to Sideletter EF.”
ABC, INC.

PROPOSALS

Sideletters

Sideletter # 12 |New| Special Ratification Incentives

Add the following new Sideletter:

"The following special ratification incentives shall apply provided the successor to the 2011-2017 Master Agreement is ratified on or before January 31, 2017 March 31, 2017:

1. Voluntary Separation Program – P Unit: Within ninety (90) days after timely ratification of the successor to the 2011-2017 Master Agreement, the Company shall offer regular employees in all the Building-Maintenance-Persons maintenance seniority Units covered by the “P” Plant Maintenance Agreement, a Voluntary Separation Program (“VSP”) on the terms set forth below.

Separation Formula

(i) Employees with at least six (6) months, but less than four (4) years of Total Company Seniority will receive eight (8) weeks’ base pay.

(i) Employees with four (4) at least six months but less than ten (10) years of Total Company Seniority will receive eight (8) weeks’ base pay, plus one week two weeks of base pay for each completed year of Total Company Seniority.

Employees with ten (10) or more years of at least six months of Total Company Seniority will receive twenty-five (25) weeks’ base pay, plus one week two and one-half (2.5) weeks of base pay for each completed year of Total Company Seniority, with a maximum of Sixty (60) weeks of base pay a minimum payment of Ten Thousand Dollars ($10,000), and a maximum payment of One Hundred Forty-Five Thousand Dollars ($145,000). For purposes of applying the above VSP formula, payment shall be calculated based on the employees Total Company Seniority as of the employee’s actual separation date.

November 17, 2016
Modified December 19, 2016
Modified January 10 and 27, 2017
Corrected February 1, 2017
Modified February 2, 2017
Sideletter #12 [New] Special Ratification Incentives
cont’d

Acceptance into the Program

The Company shall accept into the program all applicants who express an interest in participating, provided such employees shall continue active employment and comply with all the other conditions of the VSP including continued satisfactory performance in accordance with the applicable rules of discipline set forth in the Master Agreement, through the employee’s date of separation. The Company reserves the sole discretion to determine the separation date for any employee offered a VSP pursuant to this paragraph, and such determination shall not be arbitrable. Provided, however, that such separation date may not be later than December 31, 2017, unless mutually agreed to in writing between the employee and the Company.

Agreement and General Release

Employees accepted into participating in the Program will be required to sign an Agreement and General Release prepared by and satisfactory to the Company. Such General Release shall exclude a release of any Workers’ Compensation Claim, known or unknown. Any employee in any Seniority Unit who declines to execute the above-referenced General Release, shall be laid off in accordance with the provisions of Section 13.1 in accordance with Section 11.3(a). Such employee shall be paid severance in accordance with Section 15.1.

2. Pension Credit – P Unit: Eliseo Cadavona will be treated as having attained at least twenty (20) years of service for the purposes Section 10.07 of the Pension Plan text of The ABC-NABET Retirement Trust Plan. This paragraph shall be considered a Joint Resolution pursuant to Section 23.1(c) of the Master Agreement, and shall be subject to the Plan Actuary’s verification that the credit provided will not significantly impact the Plan’s funded status.

3. Daily Hire Severance – P Unit: In case of a layoff as a direct result of the rights set forth in Sideletter 6 [New] P Unit Subcontracting (as opposed to a voluntary separation, cessation of engagements for performance or misconduct reasons, etc.), the Company agrees to provide severance pay to the daily hire employees on the Appendix A attached to this Sideletter, in an amount equal to one (1) week’s two (2) weeks’ pay for each year of full-time daily hire service, in exchange for an Agreement and General Release prepared by and satisfactory to the Company. Such General Release shall exclude a release of any Workers’ Compensation Claim, known or unknown. Provided, however, that in no event shall an employee on Appendix A receive less than two (2) four (4) weeks’ severance pay. Any determination to layoff pursuant to this paragraph shall be in the Company’s sole

November 17, 2016
Modified December 19, 2016
Modified January 10 and 27, 2017
Corrected February 1, 2017
Modified February 2, 2017
discretion and not arbitrable. Computation of a full-time daily hire employee's
service for purposes of this paragraph shall be based on the employee's start-date at
a 5-day-per-week daily hire employee those years in which a daily hire worked at least
two hundred and forty (240) twenty (220) days, with a minimum of four weeks' severance-pay for employees on such Appendix. A weeks' severance pay shall equal
the employee's daily group scale wage rate for five (5) eight hour calls.

4. **Daily Hire Severance-Central Stores/Prospect Stock Room:** In case of a layoff of daily hire employees, as a direct result of the rights set forth in Sideletter #1 [New] (Central Stores), the Company agrees to provide severance pay to the daily hire employees listed on Appendix A B attached hereto in the amounts set forth therein, in exchange for an Agreement and General Release prepared by and satisfactory to the Company. Any determination to layoff pursuant to this paragraph shall be in the Company's sole discretion and not arbitrable.
Appendix A

Amelia Salcido
Jonathan Clark
Benjamin Lopez
Mario Rivas
Juan Martell
Armando Becerra
Richard Juarez
German Escobar
Stephen Dippold
Manny Arellano
Daniel Paz
Jesus Alvarado
Shawn Wood
Edgar Pedraza
Michel Pardon
Javier Diaz
Giovanni Tobar
Gabriel Alva
ABC, INC.

PROPOSALS

Sideletters

Sideletter #13 [New] (Full Pop-Up Offer/ABC-NABET Retirement Plan)

Provide a full instead of partial “pop-up,” from not more than the current .80% to 1.50%, for 2013 through 2016 for regular employees on the following terms:

“Provided the Company receives notice of ratification of the successor to the 2011-2017 Master Agreement on or before March 31, 2017, the Company agrees to amend the Plan to provide for an increase in the benefit accrual rate from not more than .80% to 1.50% of final average pay with respect to credited service earned between January 1, 2013 and December 31, 2016, and update the Implementation provisions of paragraph 3 of Sideletter GQ. The foregoing shall be contingent upon any determination of the Plan’s Actuary required by law.”

February 3, 2017
Tentative Agreement March 7, 2017
New Sideletter #14 – Additional Ratification Incentives

The following special ratification incentives shall apply provided the successor to the 2011-2017 Master Agreement is ratified on or before March 31, 2017:

1. **Main Entrance Pass**
   
   Add the following new Sideletter:
   
   “During the negotiations for the successor to the 2011-2017 Master Agreement, the parties discussed extending a Main Entrance Pass to regular staff employees. The Company will permit regular staff employees to participate in the Company’s Main Entrance Pass program subject to Sideletter EF in all respects.”

2. **Child Bonding Policy**
   
   Add the following new Sideletter:
   
   “The Company will permit regular staff employees to participate in the Company’s Child Bonding Policy, subject to Sideletter EF in all respects.”

   
   Add the following new Sideletter:
   
   “Within ninety (90) days of ratification of the successor to the 2011-2017 Master Agreement, the Company will solicit the interest of employees in the “A” Engineering, “B” Traffic Coordinator, “F” Newswriters-Producers, “K” Newswriters and “O” Newswriters Units in the following Voluntary Separation Program:

   **Separation Formula**
   
   (i) Employees with at least six (6) months, but less than four (4) years of Total Company Seniority will receive eight (8) weeks’ base pay.
   
   (ii) Employees with four (4) but less than ten (10) years of Total Company Seniority will receive eight (8) weeks’ base pay, plus one week of base pay for each completed year of Total Company Seniority.

March 8, 2017
Tentative Agreement March 8, 2017
Corrected March 9, 2017
(iii) Employees with ten (10) or more years of Total Company Seniority will receive twenty-five (25) weeks’ base pay, plus one week of base pay for each completed year of Total Company Seniority.

(iv) In addition employees will receive the applicable payment provided in Sideletter AJ.

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

2. **Agreement and General Release** - Employees accepted into the Program will be required to sign an Agreement and General Release prepared by and satisfactory to the Company.

3. Employees accepted into this Voluntary Separation Program shall be permitted during the term of the successor agreement to the 2011-2017 Master Agreement to apply for future employment opportunities at the Company in either Daily Hire or Vacation Relief positions.

4. The Voluntary Separation Program solicitation process will begin during the three (3) month period subsequent to ratification in the “A” Engineering, “B” Traffic Coordinator, “F” Newswriters- Producers, “K” Newswriters and “O” Newswriters Units. Thereafter, the Company and Union retain the right to negotiate any subsequent or other Voluntary Separation Program in accordance with the terms of Section 11.10 of the Master Agreement.”

   (See Sideletters AJ and HM.)
Main Entrance Pass Ticket Usage Guidelines

Main Entrance Pass privileges may not be purchased, sold, or exchanged for anything of value, including, but not limited to: cash, gift cards, meals, other theme park tickets, or gas. Offering to participate in any of the above activities is also prohibited. Violations of Main Entrance Pass guidelines may result in loss of the privilege as well as disciplinary action, up to and including termination.

Disney FASTPASS selections and FastPass+ selections may only be redeemed with media used to enter the theme park on the same day that the Disney FASTPASS selections or FastPass+ selections are redeemed. Using additional media (such as: complimentary tickets, Guest Passes, One-Day Park Hopper® Guest Tickets, Disney Family Holiday Celebration tickets, Annual Passes, paid media, etc.) that was not used to enter the park the day of, to obtain and redeem additional Disney FASTPASS selections or FastPass+ selections is prohibited and may result in the loss of future Disney FASTPASS privileges and FastPass+ privileges.

Block-out Dates

Main Entrance Pass privileges are subject to block-out dates. Block-out dates are generally posted in advance. Block-out dates may change at any time, and Employees are responsible for checking updated information prior to their Disney Theme Park visit. For a current listing of Disney Theme Park block-out dates please visit blockoutdates.disney.com.

Main Entrance Pass Guest Admissions

The Main Entrance Pass privilege will be activated to allow a minimum of three [3] Main Entrance Guest Admissions. If an Employee has more than three [3] eligible dependents for company events and tickets, the Main Entrance Pass privilege will reflect that specific number of Guest admissions.

- The following dependents will be considered eligible for purposes of complimentary admission:
  - Spouse/domestic partner
  - Children, stepchildren, adopted children, temporary custody children and/or foster children of the Employee and/or spouse/domestic partner aged three (3) to 18
  - Child aged 19-22 who is a full-time student that is currently enrolled in a college/university/trade school with a minimum of 12 credit hours per enrollment period
  - Disabled adult family member over the age of 18 who is unable to care for themselves and who is living with the Employee.

- After the initial entry into an eligible Disney Theme Park, the following guest(s) who are family members of the Employee or the Employee's spouse/domestic partner (herein after referred to as "Family Member(s)") and are at least 14 years of age are able to enjoy the parks unaccompanied by the Employee or the Employee's spouse/domestic partner:

  Sons* and sons-in-law
  Daughters* and daughters-in-law
  Parents and legal guardians
  Fathers-in-law and mothers-in-law
  Brothers and brothers-in-law
  Sisters and sisters-in-law
  Grandparents and grandchildren
  Aunts and uncles
  Nieces and nephews
  First cousins

  *including step, adopted, foster or temporary custody children

- Passholders MUST accompany all Guest(s) not listed above throughout their ENTIRE visit, unless the Guest(s) are accompanied by a Family Member.

- Asking other Employees or offering to assist other Employees in admitting Guest(s) into an eligible Disney Theme Park is strictly prohibited.

- Main Entrance Passes may only be used once per day for Guest admission. If visiting the Disneyland® Resort, you and your party will be issued readmission tickets that allow re-entry into the same park or to visit multiple parks on the same day. Passholders visiting the Walt Disney World® Resort will utilize their reusable Guest Passes for re-entry into the same park or to visit multiple parks on the same day.
• Passholders may use their Main Entrance Pass while in costume when admitting Family Member(s) or Guest(s) accompanied by Family Member(s). Passholders in costume should wear their complete costume (including nametag) while using the pass and may not accompany their Family Member(s) or Guest(s) into the Park.

• Your Main Entrance Pass is NONTRANSFERABLE. It is a privilege extended only to the person whose name appears on the Pass. Passholders must be prepared to show their valid Company-issued ID when utilizing their Main Entrance Pass. Spouse/domestic partners must be prepared to show a valid government-issued photo ID.

• Employees may use their Company-issued ID for complimentary standard parking at U.S.-based Disney Theme Parks. Spouse/domestic partners may use their Spouse/Domestic Partner Pass and a valid government-issued photo ID to receive complimentary standard parking. Employees and spouses/domestic partners may not, under any circumstances, give their pass to Family Members or Guest(s) for complimentary parking.

**Using your Spouse/Domestic Partner Pass, if applicable**

• The spouse/domestic partner may use his/her Spouse/Domestic Partner Pass to admit Guest(s) into the park with or without the presence of the Employee.

• Spouse/Domestic Partner Pass usage counts towards the annual Main Entrance Pass usage.

• The spouse/domestic partner may not admit him/herself into an eligible Disney Theme Park after the Employee has already entered the park with Guest(s).

• The Employee may self-admit himself/herself into an eligible Disney Theme Park on the same day that the spouse/domestic partner enters with Guest(s).

*Hong Kong Disneyland® Resort in Hong Kong* admission is subject to the [HKDL Cast Complimentary Usage Guidelines](#), block-out dates and annual quota.
The Company offers eligible employees who are new parents time off (in some cases with pay) to bond with their child.

The Company recognizes the importance of giving new parents time to bond with their children. Eligible employees will receive time off in connection with the birth of their child, or the temporary custody, adoption or foster care placement of a child with them. This leave is in addition to other leaves available under policies in this Manual.

ELIGIBILITY
Regular and Project/Supplemental employees (and others if required by law) are eligible for this benefit upon hire. The eligibility of employees subject to a collective bargaining agreement is determined by the terms of that agreement.

Employees should contact Leave Administration through D Tools HR for any questions regarding child bonding leaves.

DURATION
Eligible employees may take up to 12 weeks of time off from work during the first 12 months from the arrival of the employee’s child. Employees may take this leave all at once, or intermittently in increments of one week or greater. By law, employees in California may take leave in smaller increments twice during their total leave period. Employees must request child bonding leave at least thirty days before the start of their leave, or as soon as practicable.

In rare cases, state laws provide longer periods of time off. For information about specific laws, contact Leave Administration.

COMPENSATION
The Company will provide 100% of Regular and Project/Supplemental employees’ base pay for up to three calendar weeks of the child bonding leave for children born or placed in the home during employment. Eligibility for compensation of employees subject to a collective bargaining agreement is determined by the terms of that agreement.

Employees may also be eligible to receive compensation from their state of residence. In addition, unless the employee elects otherwise, the Company will apply an employee’s available paid time off to provide compensation during any unpaid portion of a child bonding leave, in combination with any state benefit not to exceed an employee’s base pay.

BENEFITS
Employees should contact their benefits team (accessible from D Tools HR) to understand benefits continuation during a child bonding leave.

RETURN TO WORK
Employees returning from child bonding leave will be reinstated to the same or similar position they held prior to the leave, unless the position is no longer available for reasons unrelated to the leave.