

## **NEW Terms and Conditions of Employment ABC–NABET Sports Event Agreement**

### **Terms and Conditions of Employment ABC–NABET Sports Event Agreement :**

(a) The terms and conditions applicable to Daily Hire assignments pursuant to this Agreement shall be those set forth in the 2011-2017 Master Agreement, and any successor thereto, subject to the special conditions set forth below:

- i. Utilities: NABET agrees that the rates and special conditions applicable to Field Utilities under the Master Agreement shall apply to those assigned under this Agreement, provided that: (1) the twenty (20) day lifetime cap on utilization; (2) the provision under which ABC loses the ability to hire an employee at the field utility rate if ABC has previously upgraded an employee to a higher classification; and (3) the requirement to hire one employee at the Utility rate for every four (4) field utilities assigned, all as set forth in Sideletter GK, shall not be applicable. "Special conditions" for Field Utilities engaged pursuant to this Agreement include the inapplicability of the payment in lieu of benefits, pension and the vacation, contributions to the Flex Plan, as well as the provisions relating to company paid life insurance. The parties expressly further acknowledge that ABC shall not be required to hire an employee at the higher Utility rate because ABC hired the employee at a rate higher than the Field Utility rate in the past.
- ii. Per Diem Checks: ABC need not pay per diem checks on site to any employee assigned pursuant to this Agreement. Per diem payments pursuant to Section 7.7(a) shall be made with the wage payment for such engagement(s).
- 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.
- iv. Retirement Plan: The qualifying threshold set forth in Sideletter FB for contributions to the CWA Savings and Retirement Trust shall not apply to any days assigned pursuant to this Agreement.
- v. Vacation Payment: The qualifying threshold set forth in Section A14.2(f) for payments in lieu of vacation shall not apply to any days assigned pursuant to this Agreement.

vi. Terms Applicable To ESPN Platforms: With regard to the ESPN 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 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 missed meal occurred.

(3) The maximum overtime premium shall be one and one-half times the regular rate of pay, except that, effective January 1, 2015, work performed in excess of ten (10) hours on a ten (10) hour call, and eight (8) hours on an eight (8) hour call, on New Year's Day, Memorial Day, Labor Day, Thanksgiving and Christmas Day, shall be compensated at a rate equal to two (2) times the straight time rate of pay.

(4) With regard to assignments to ESPN Platforms, there shall be a \$35 per day 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. 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.

(5) Except for ABC Television Network and ESPN Primary assignments, base wages shall be freely negotiable, provided that, except for Utilities and Field Utilities, the minimum base wage shall not be less than the Utility rate set forth in Section A14.5 of the Master Agreement. Employees assigned to ABC Television Network and/or ESPN Primary events shall be paid at least the applicable minimum base wage rate set forth in Section A14.5 of the 2011-2017 Master Agreement or any successor thereto.

(6) Only for ESPN Platforms, in order to accommodate the client’s crewing relationships for finding and paying utilities for the large number of events involved, ESPN may continue to engage a crewing company to engage utilities (*e.g.*, Kwoc) and such utilities shall not be covered by the Master Agreement. The foregoing sentence shall not apply to events and wrap shows on the ABC Television Network.

(b) Daily Hire Cap: Employees engaged pursuant to this Agreement will not count toward the 50% daily hire utilization allowance provided in the 2011-2017 Master Agreement or any successor thereto.

(c) Negotiations Concerning Changes: Except as the parties may otherwise agree, any changes in wages and working conditions will be made as agreed upon (including the effective date of such changes) in the negotiations for a 2017-2021 Master Agreement (to commence no later than October 1, 2016) or any successor thereto applying during the term of this Agreement.

NABET-CWA/ABC 2011-2017 Master Agreement

ARTICLE A-XIV

DAILY EMPLOYMENT

Section A14.1

- (a) The Company shall have the right to hire persons on a daily basis, provided, however, that the total number of days worked by such persons in any calendar year may not exceed fifty percent (50%) of the number of days paid to regular engineering employees during calendar year 1996.
- (b) At each office of the Company, the Company shall give consideration for daily employment in the studio to any laid-off engineering employee with recall rights from such office who notifies the Company at the time of his or her layoff, and each six (6) months thereafter, that he or she desires to perform work on a daily basis in the separate seniority group from which he or she was laid off and who, in the sole judgment of the Company, possesses the skills and abilities necessary to perform the specific work involved.
- (c) [Deleted.]
- (d) The Company will provide each Local Union and the Sector, on a monthly basis, with a report containing information regarding persons hired on a daily basis, including each such person's name, address, telephone number, Social Security number, itemized gross earnings, dates of employment, total number of hours worked per each day of employment, classification and the applicable scheduling office.
- (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.

Section A14.2

- (a) The Company may engage persons on a daily basis to work a minimum of four (4), six (6), eight (8) or ten (10) hours on any day at the daily rate(s) set forth in Section A14.5. Daily hires may be assigned at such rate(s) for any four (4), six (6), eight (8) or ten (10) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X, such persons shall receive additional compensation as provided in that Article. At the time of engagement, the Company shall specify the length for each day(s) of the engagement. The Company shall have the right to mix four (4), six (6), eight (8) and ten (10) hour engagements, where applicable. The ten (10) hour rate shall apply only in the field.
- (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, shall be regarded as overtime and compensated at one and one-half (1 ½) 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, 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 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 (10<sup>th</sup>) 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 remotes where the meal period shall remain included), at the rate of one and one-half (1 ½) 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 remotes, 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.

(See Sideletters GY and HV.)

In addition, up to two (2) hours of overtime, whether scheduled orally or in writing, may be cancelled after an employee has reported to work, if the Company determines in its sole discretion that such work is not needed and the employee is released from duty. This provision shall not be construed to restrict the Company's ability to cancel, eliminate or shorten overtime under any other provisions of the Master Agreement. Nor shall it be construed so as to shorten a ten (10) hour engagement for a person engaged on a ten (10) hour basis for one or more days of engagement.

- (c) In the event a daily hire engaged on a four (4) or six (6) hour basis is required to work in excess of six (6) hours, he or she shall be compensated at the eight (8) hour rate. The Award in AC 91-2 is null and void. Persons engaged on a daily basis who work no more than six (6) hours pursuant to Paragraph (a) above shall not receive any paid meal period.

- (d) In the event the Company engages a person on a daily basis and thereafter cancels such engagement between 12:00 noon and 5:00 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 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.
- (e) Persons hired on a daily basis shall receive a payment of Sixty-Five Dollars (\$65.00) (increased to Seventy Dollars (\$70.00) effective the April 12, 2015) a day in lieu of benefits provided, however, persons hired on a daily basis at the Field Utility rate set forth in Section A14.5 shall not receive any payment in lieu of benefits.

The first Fifteen Dollars (\$15.00) a day of the above-referenced payment in lieu of benefits shall be allocated as a mandatory contribution to the Entertainment Industry Flex Plan ("Flex Plan") and paid directly to the Flex Plan by the Company on behalf of each daily hire employee entitled to such payment. The remaining Fifty Dollars (\$50.00) (increased to Fifty-Five Dollars (\$55.00) effective April 12, 2015) shall be paid by the Company to daily hires directly as the payment in lieu of benefits.

(See Sideletters FD, FD-1 and HF.)

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

(g) [Deleted.]

- (h) 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 Thousand Dollars (\$50,000.00) on the following basis:
  - (i) A daily hire employee who works more than eighty (80) 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) days within a calendar year.

(iv) [Deleted.]

(See Sideletters DT, GF and HF.)

### Section A14.3

- (a) The following provisions of the Master Agreement shall not apply to persons hired on a daily basis: Sections 3.4, 3.5, 3.6 and 3.7, Articles VIII except Sections 8.1 (the final sentence only) 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:
- (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) 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 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). 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).
- (c) Notwithstanding anything to the contrary in Sections (a) and (b) above, when there is a "travel only" day sandwiched between work on two (2) Company assignments, such "travel only" day shall be treated as an eight (8) hour engagement under A14.2(a),

subsections 3.1(b), A14.2(d), (e), (f) and (h) of the Master Agreement shall apply, and such eight (8) hour day shall be counted only for the purposes of weekly overtime.

- (d) Section 16.6(a): For the purpose of this Article XVI as it applies to persons hired on a daily basis, “home office” shall be determined by Company assignment and shall be defined, at the Company’s election, as the daily hire’s home or regular place of business, a Company facility within commuting distance of the daily hire’s home if he or she is required to report at such facility before commencing the next assignment, or the out-of-town hotel or headquarters to which the employee may be assigned by the Company for the duration of the assignment.
- (e) Section 16.11: A person hired on a daily basis shall receive an amount equal to the rate for either an eight (8) hour, or if the employee had been engaged for a ten (10) hour engagement on an immediately preceding contiguous out-of-town covered assignment, a ten (10) hour engagement for each day during which such person is required by the Company to remain out-of-town, but has no work assignment.

Section A14.4

[Deleted.]

(See Sideletter EH - Vendor Employees.)

Section A14.5

MINIMUM WAGE SCALES AND CLASSIFICATIONS

The following shall set forth the groups for purposes of classification and minimum wage scales for persons engaged on a daily basis:

Field Utility\*

	04/12/2014- <u>04/10/2015</u>	04/11/2015- <u>04/08/2016</u>	04/09/2016- <u>03/31/2017</u>
Four Hour	\$60.50	\$61.50	\$63.00
Six Hour	90.50	92.50	95.00
Eight Hour	120.50	123.00	126.00
Ten Hour*	166.50	170.00	174.50

Utility

	04/12/2014- <u>04/10/2015</u>	04/11/2015- <u>04/08/2016</u>	04/09/2016- <u>03/31/2017</u>
Four Hour	\$103.50	\$105.50	\$108.00
Six Hour	154.50	157.50	161.50
Eight Hour	206.00	210.00	215.50
Ten Hour*	282.50	288.00	295.00

\*Applies only in the field. See Sideletter GK (4) and (5) for rules pertaining.

Group 2

Camera Operator  
Audio Assist Engineer  
Studio/Field Engineer  
Graphics, Electronic Character Generator and/or Still Store Operator  
Technical Stock Clerk/Utility

	04/12/2014- <u>04/10/2015</u>	04/11/2015- <u>04/08/2016</u>	04/09/2016- <u>03/31/2017</u>
Four Hour	\$166.50	\$170.00	\$174.50
Six Hour	248.50	253.50	260.00
Eight Hour	331.50	338.00	346.50
Ten Hour*	454.50	463.50	475.00

Group 5

Audio Operator  
Hand Held Camera Operator  
Video Operator  
Editor  
VTR Operator  
ENG Audio Operator  
ENG Field Technician  
ENG Field Technician/Editor  
Sr. Network ENG Technical Support  
Media Preparations Operator  
Robotic Camera/Video Shading Engineer  
LDE Stadium Announce Booth\*  
Graphic Artist (NY)

(See Sideletter CC)

	04/12/2014- <u>04/10/2015</u>	04/11/2015- <u>04/08/2016</u>	04/09/2016- <u>03/31/2017</u>
Four Hour	\$177.00	\$180.50	\$185.00
Six Hour	267.00	272.50	279.50
Eight Hour	355.50	362.50	371.50
Ten Hour**	489.50	499.50	512.00

\*Applies only on Sports remotes lighting a stadium announce booth.

\*\*Applies only in field. See Sideletter GK (6) and (7) for rules pertaining.

Group 7

ENG-EFP Camera Operator

ENG-EFP Camera Operator/Editor

Maintenance

SNG Operator

LDE

LDE Combo\*

Specialty Camera Operator

Graphic Artist (NY)

Post Production Editor

Editor

Control Center Engineer

Network ENG Technical Support Supervisor

Transmission Engineer

Network Senior Audio Control Engineer (7)\*\*

\* See Sideletter HP

\*\*See reference to this classification under Group 9.

	04/12/2014-	04/11/2015-	04/09/2016-
	<u>04/10/2015</u>	<u>04/08/2016</u>	<u>03/31/2017</u>
Four Hour	\$187.00	\$190.50	\$195.50
Six Hour	281.00	286.50	293.50
Eight Hour	374.50	382.00	391.50
Ten Hour*	515.00	525.50	538.50

\*Applies only in the field.

Group 8

Television Technical Director (8)

	04/12/2014- <u>04/10/2015</u>	04/11/2015- <u>04/08/2016</u>	04/09/2016- <u>03/31/2017</u>
Four Hour	\$201.50	\$205.50	\$210.50
Six Hour	301.00	307.00	314.50
Eight Hour	402.00	410.00	420.50
Ten Hour*	553.00	564.00	578.00

\*Applies only in the field.

Group 9

Network Television Show Technical Director (Group 9):

	04/12/2014- <u>04/10/2015</u>	04/11/2015- <u>04/08/2016</u>	04/09/2016- <u>03/31/2017</u>
Four Hour	\$218.00	\$222.50	\$228.00
Six Hour	327.50	334.00	342.50
Eight Hour	436.00	444.50	455.50
Ten Hour	600.00	612.00	627.50

To receive a Group 9 hereunder, a Network Television Show Technical Director (Production Technical Director) must be responsible for the production of: (i) a special (i.e., not regularly scheduled) Network television program of sixty (60) or more minutes in length as broadcast, or (ii) a Network television sports program of ninety (90) or more minutes in length as broadcast. In either (i) or (ii) to be eligible for a daily upgrade under this Section, the Network show must also

require the Technical Director to be responsible for the simultaneous switching among at least twelve (12) live, manned cameras, all of which remain available for switching for the duration of the program.

Cameras under the control of a robotic camera operator, whether one or more cameras, shall be deemed to be one live manned camera for the purpose of determining the number of manned cameras under this provision.

On those days when the Network Television Show Technical Director receives a daily upgrade to Group 9, the A-1 Audio Operator shall receive a daily upgrade to Group 7 and be designated a Network Senior Audio Control Engineer for that day.

The Group 9 or Group 7 upgrade, as applicable, shall apply only for day-of-air broadcast. No upgrade will be given for travel, set-up, knock-down, or meeting days.

Any Group 9 or Group 7 assignment hereunder will be a daily upgrade to Group 9 or Group 7, as applicable, based on the minimum rate of one-fifth (1/5) the regularly weekly rate.

## Sideletter DT

### Daily Hire Benefits

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, 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", "P" 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 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.

## Sideletter EH

### Vendor Employees

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

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

Major events (including but not limited to the Super Bowl, award shows, political conventions, etc.) are multiple-assignment events which involve multiple remote sites at the event, or events which require multiple mobile facilities which multiple facilities are used for separate feeds, such as international and network feeds, (e.g., World Figure Skating Championships, Little League World Series, etc.). In such instances the Company is limited to no more than the number of such persons employed by a vendor computed in accordance with the first paragraph of this section 1, except that for persons

employed by a vendor and assigned by the Company to operate technical equipment there shall be a maximum of sixteen (16) such persons employed by a vendor(s). For example, at the Super Bowl there may be multiple remote sites such as a pre-game show, the game itself, the post-game show, and additional remote location(s) such as an aircraft carrier in the San Diego Harbor, all of which will constitute separate remote sites. In this example, there may be a total of not more than sixteen (16) such persons employed by a vendor(s). The Company shall have the discretion to allocate the persons employed by a vendor to operate equipment leased from a vendor at such major events at its sole discretion, provided that the total number of vendor employees does not exceed sixteen (16) employees.

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

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

#### Sideletter FB

#### Daily Hire Defined Contribution Plan

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") provided that all the following requirements are met by the SRT: (1) SRT is qualified under applicable Internal Revenue Code provisions, (2) SRT complies with all other applicable provisions of law, (3) SRT is self-supporting as to any administrative or other costs, and (4) SRT permits all contributions to be fully tax deductible to the Company. The contributions will be payable by separate check to SRT by February 15 of the next succeeding calendar year provided all of the above conditions are satisfied.

Sideletter FD  
Flex Plan/401(k) Plan

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 (on the condition that both 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.

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

During the negotiations for the 2011-2017 Master Agreement, as specified in modified Articles A14.2 (e), B3.4 (a), F3.11 (a), K3.14 (a), O3.14 (a), P3.3 (a), and R2.2 (a), the parties agreed that the Company will pay daily hire employees a Sixty-five Dollar (\$65.00) a day (increased to Seventy Dollars (\$70.00) effective April 12, 2015) payment in lieu of benefits. Pursuant to Sideletter FD, the parties also agreed that the Company would make deductions for contributions to the Entertainment Industry Flex Plan (“Flex Plan”) and the Communications Workers of America Savings and Retirement Trust (“SRT”). The parties further agreed that the payment in lieu of benefits was intended to pay or defray the cost of benefits of the type provided under the above-referenced plans.

Pursuant to Sideletter FD, the parties have met and have agreed that with respect to the above-referenced Units, the first Fifteen Dollars (\$15.00) a day of the above-referenced payment in lieu of benefits shall be allocated as a mandatory contribution to the Flex Plan and paid directly to the Flex Plan by the Company on behalf of each daily hire employee entitled to such payment. The remaining Fifty Dollars (\$50.00) (increased to Fifty-five Dollars (\$55.00) effective April 12, 2015) shall be paid by the Company to daily hires directly as the payment in lieu of benefits. The parties understand and contemplate that daily hire employees may elect, through payroll deduction, to have further monies (including amounts in excess of the payment in lieu of benefits) allocated and paid by the Company on their behalf to the Flex Plan, and/or the SRT, subject to any limits set forth in the terms of the Plans and/or any applicable laws, rules or regulations.

Sideletter GF

Direct Deposit

Any NABET-CWA-represented employee, regular, daily hire, vacation relief or part-time, may elect to receive his or her paycheck by direct deposit in accordance with the provisions of the policy.

Sideletter GK

Effect of "A" Unit Rate Compression

The parties agree to the following, all of which were effective August 9, 2003, except the increased in-hire rates set forth in paragraph 10 below which shall be effective on January 12, 2008, in connection with "A" Unit rate compression:

1. There shall no longer be any pay escalators. As a result, Article 11.5 relating to Pay Seniority shall no longer apply to "A" Unit Engineers.
2. The Settlement Agreement dated August 9, 1996 resulting from the Award of Impartial Umpire Christine Knowlton, relating to "A" Unit Daily Hire pay progression, and all practices that may have arisen out of that Agreement, shall be null and void and of no further force and effect.
3. The following Sideletters or sub-sections thereof shall be deleted: AB (subsections 3 and 9, 10 and 11), AB-1 (sub-sections 4 and 7), AZ, CM-1, CM-2, CT, CU, EV and FN, and all references thereto in the Master Agreement. Notwithstanding the foregoing, the following sentence from Sideletter AB, subsection 3 shall remain: "The duties of video tape librarians may include the loading and unloading of tape cartridge machines."
4. The Field Utility rates shall apply only to field pickups and only to employees who have worked for the Company twenty (20) or fewer cumulative days. The Company will assign at least one employee at the Utility rate for every four (4) Field Utilities assigned. Only employees who have worked for the Company twenty (20) or fewer cumulative days may be hired as Field Utilities. Employees hired at the Field Utility rate may not be upgraded to higher classifications without the Company thereafter losing the ability to again hire such individuals at the Field Utility rate.
5. Persons hired on a daily basis at the Field Utility rate shall not receive any payment in lieu of benefits.
6. The ten (10) hour rate shall be at the Company's option and shall apply in the field only.

7. The regular rate for those persons hired on a daily basis at the ten (10) hour rate shall be calculated by dividing that rate by ten. Such persons shall be paid for hours in excess of ten (10) in a day or forty (40) in a week at one and one-half (1 ½) times the regular rate for time worked.
8. With respect to future hires or engagements at KGO-TV, the under two (2) year rate shall be available at the station's option for studio positions during the first two (2) years of a regular employee's employment with KGO-TV. This is intended as a training rate and will apply during such time period regardless of the studio job function to which the employee is assigned. With respect to employees hired on a daily basis, the under two (2) year rate shall apply until the employee has worked four hundred forty (440) days for the Company.
9. The parties agree to conform relevant contract provisions to compressed classifications and specification of daily hire rates.
10. The Company, at its option, may pay regular or temporary engineering employees for work within the Group 2, Group 5 or Group 7 classifications for up to one (1) year at an in-hire rate of \$1,000 per week for Groups 2 or 5, or an in-hire rate of \$1,175 for Group 7. This subparagraph 10 shall not apply at KGO-TV.
11. For purposes of determining the length of time the Company can pay an employee the "under two (2) year rate" at KGO-TV set forth in paragraph 8, or the in-hire rates set forth in paragraph 10, a laid-off temporary employee's pay seniority shall include all time worked for the Company in the Unit, which was separated by intervals of less than one (1) year.

Sideletter GY

Minimum Pay Increments

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

Sideletter HO

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) days in any calendar year. Such increase shall apply beginning calendar year 2012, with the first increase payable by February 15, 2013.

Modified 093014

