

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

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

GENERAL ARTICLES

Wages

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

The new contract would expire March 31, 2021.

Section 7.7(a) - Per Diem Allowance

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

Section 7.7(e) – Parking Reimbursement

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

Section 8.3 – Short Turnaround

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

Section 10.1 – Night Shift Differential

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

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

Section 14.3(a) - Discipline

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

Section 19.16 – Single Day Vacations

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

Section 20.6

Update the list of Arbitrators as follows:

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

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

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

Section 26.2 [NEW] - Daily Hire Sick Leave

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

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

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

Section 30.2

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

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

“A” ENGINEERING AGREEMENT

Section A3.1 - Wages

Increase the “in-hire” rates as follows:

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

Section A5.1

Delete Group 5 supervisor from this provision.

Section A7.7

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

Section A8.1 & A8.2(a) – Meal Periods

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ABC-NABET SPORTS EVENT AGREEMENT

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

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

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

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

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

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

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

Section 3(a)(viii) – Short Turnaround

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“B” TRAFFIC & COMMUNICATIONS AGREEMENT (New York)

Section B4.1 – Transportation for Employees

Modify this section to apply to male and female employees.

Section 8.3 – Short Turnaround

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

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

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

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

“R” PUBLICISTS AGREEMENT (New York)

Section R11.1 – Black-Tie Attire

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

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

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

SIDELETTERS

Sideletter AJ – Special Severance Allowance

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

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

Sideletter AX – Accidental Death and Dismemberment Policy:

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

Sideletter CC – Temporary Maintenance Assignments

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

Sideletter DJ – News Producer Assignments

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

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

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

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

Sideletter DN – Digital Cameras and Related Equipment

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

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

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

Sideletter DS - Four-Day Workweek

Delete this Sideletter from the Master Agreement.

Sideletter DT – Daily Hire Benefits

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

Sideletter DV – Network Distribution Operations in Los Angeles

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

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

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

Sideletter DV (5) – Implementation of Sideletter DK

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

Sideletter DZ – “Unsuitability” – New York Publicists

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

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

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

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

Sideletter FB – Daily Hire Defined Contribution Plan

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

Sideletter FD – Flex Plan/401k Plan

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

Sideletter FD-1 – Flex Plan/401k Plan

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

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

Sideletter FF – Personal Services Agreement

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

Sideletter FO – Legal Effects

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

Sideletter FV – Sick and Disability Leave

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

Sideletter GO – ABC-NABET Retirement Plan

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

Sideletter HH – Alternative Layoff Procedure

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

Sideletter HO – Payment in Lieu of Vacation

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

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

Sideletter HS – Daily Hire Reports

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

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

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

Sideletter #5 [NEW] – Outside News Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sideletter # 12 [NEW] – Special Ratification Incentives

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

Sideletter # 13 [NEW] – ABC-NABET Retirement Plan "Pop-Up" Offer

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

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

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

Sideletter # 14 [NEW] – Additional Ratification Incentives

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

- Disney Theme Park ‘Main Entrance Pass’ issued to regular staff employees (usage of such pass will be pursuant to the Company’s Main Entrance Pass Program).
- Regular Staff employees will be eligible to participate in the Company’s Child Bonding Policy.
- Within ninety (90) days of ratification, the Company will solicit the interest of employees in the A, B, F, K and O Units to participate in the Sideletter EZ Voluntary Separation Program. The Company reserves the sole right to determine the number, and select from among the applicants those employees who will be accepted into this program based on its evaluation of its own operational needs.

* * * * *

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