

# **WGA-ABC 2010-2013 NATIONAL AGREEMENT**



**WRITERS GUILD OF AMERICA, EAST, INC.**  
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## **WGA - ABC 2010-2013 NATIONAL AGREEMENT**

AGREEMENT made and entered into as of the 10th day of May 2010, by and between THE WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 555 West 57th Street, New York, New York 10019 (hereinafter called the "Union"), acting on behalf of itself and THE WRITERS GUILD OF AMERICA, WEST, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California having its principal office at 7000 West Third Street, Los Angeles, California 90048 and affiliated with the Union; and also acting on behalf of the present and future members of the Guild and ABC, Inc. (only as the owner of those television and radio stations, television and radio network facilities, and other entities and operations which were covered by the 1984 - 1987 WGA-ABC National Agreement and which formerly were included within the "American Broadcasting Company, a division of American Broadcasting Companies, Inc.", which stations, facilities, entities and operations continue to be owned, directly or indirectly, by ABC, Inc., or by a subsidiary or division thereof, and which stations, facilities, entities and operations shall hereinafter be called the "Company").

In consideration of the mutual covenants herein contained, it is agreed as follows:

### **ARTICLE I – RECOGNITION AND WARRANTY**

A. The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company in the units listed below and agrees that it will, during the term of this Agreement, deal exclusively with the Union as the collective bargaining representative of such staff employees so long as the Union complies with the warranty contained in Paragraph C of this Article I.

B. The Company will not interfere with the right of any person employed by it to become a member of the Union and will not discriminate against, interfere with, or coerce any member of the Union because of such membership.

C. The Union warrants that it represents for collective bargaining purposes a majority of the employees of the Company employed in the units listed below and will continue to represent a majority for such purposes for the duration of this Agreement. The units are:

**New York**

1. NY Staff Radio and Television News Editors
2. NY Newswriters
3. Continuity Writers
4. WABC-TV Researchers

**Washington**

1. Washington, DC Staff Television Assignment Editors
2. Washington Newswriters
3. Washington, DC Desk Assistants and Production Assistants
4. Washington DC Graphic Artists
5. Washington DC Researchers

D. The Company agrees to notify the Union, in writing, promptly after the employment of any Employee hired under the terms of this Agreement as to the name, social security number, employment date, shop (e.g., network television) and classification (e.g., Newswriter) of each Employee. The Company will also furnish the home address of the Employee except when the individual asserts a valid legal confidentiality privilege, in which case the Company will supply the business address.

In the event the Company should transfer any Employee covered by this Agreement to a position in another shop covered by this Agreement or to a position not covered by this Agreement, or if an Employee resigns, the Company will notify the Union in writing of such change.

E. Upon request, once each year the Company will provide the Union with a current seniority list of all Employees employed under this Agreement.

**ARTICLE II – UNION SECURITY**

A. The Company agrees that it will not continue any employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Company and the Employee.

C. Nothing in this Article II shall be construed to require the Company to cease employing any Employee if the Company has reasonable grounds for believing that:

1. Membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

2. Such person's membership in good standing in the Union was denied or terminated for reasons other than the failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

### **ARTICLE III – DUES AND CHECK-OFF**

**A.** The Company agrees that on or after February 1, 2005 or upon 30 days' notice thereafter from the Guild, it will deduct membership dues, initiation fees and assessments uniformly required (on a percentage basis of gross wages and incorporated with dues) as designated by the Guild upon receipt from each employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with the applicable provisions of the federal law.

#### **B. WRITERS GUILD OF AMERICA**

"I, the undersigned, hereby authorize and direct American Broadcasting Companies, Inc., to check-off from my wages my union initiation fees (to be prorated over twelve (12) weeks), union membership dues, and assessments uniformly required as promulgated by the Union according to the procedure set forth in the Constitution of the WGA. The dues, fees, and assessments which are so deducted from my wages are hereby assigned and shall be remitted to the Writers Guild of America, East, Inc., 555 West 57th Street, New York, New York 10019.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Company or, for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract periods whichever is sooner, unless and until I give written notice to terminate to the Company and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period".

WITNESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

C. The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

**ARTICLE IV – NO STRIKES - NO LOCKOUTS**

A. The Company agrees that, during the existence of this Agreement and so long as the Union performs its obligations hereunder, it will not lock out any of the Employees covered by the terms hereof, unless and until the Guild fails or refuses to comply with any preliminary arbitration award so long as such preliminary arbitration award is in effect, or with a final arbitration award.

B. The Guild agrees that, during the existence of this Agreement and so long as the Company performs its obligations hereunder, and unless and until the Company fails or refuses to comply with any preliminary arbitration award so long as such preliminary arbitration award is in effect, or with a final arbitration award, (1) it will not strike against, picket or boycott the Company nor directly or indirectly interfere with any of the Company’s operations as to the Employees covered by this Agreement with respect to services rendered hereunder; (2) neither the Guild nor any officer, executive, official or executive employee of the Guild will directly or indirectly authorize, aid, encourage, direct, abet or participate in any such strike, picketing, boycott or interference with any of the Company’s operations; (3) it will instruct its members to perform their contracts with the Company and will at the same time instruct them not to strike against, picket or boycott the Company.

C. In the event of any strike by any other Union or by the Guild concerning members or matters not covered by this Agreement, the Employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company will not discipline any Staff Employee because of his/her refusal as an individual to cross any duly authorized Writers Guild of America picket line against the Company.

**ARTICLE V – HOLIDAYS**

The Company will grant Staff Employees holidays with pay as follows:

New Year’s Day	Labor Day
Martin Luther King Jr.’s Birthday	Thanksgiving Day
Presidents’ Day	Friday after Thanksgiving
Memorial Day	Christmas
Fourth of July	Individual Floating Holiday

The individual floating holiday shall be scheduled at a time mutually agreed upon by the Company and employee. If a Staff Employee is required to work on any of the above holidays or if any of them falls on one of his/her regularly scheduled days off, or during his/her vacation, he/she shall receive a compensating day off which shall be taken at a time mutually agreed upon by the Company and Employee; further, if an Employee is required to work on New Year's Day, Presidents' Day, Fourth of July, Thanksgiving Day, or Christmas Day, he/she shall receive in addition to any other payment due him/her for such work, an amount equal to additional straight time pay for all hours so worked.

The above pay shall be in addition to such compensating day's credit and to any other fees or penalties to which he/she is entitled.

With respect to compensating days off to which an Employee may become entitled pursuant to the foregoing, the employee may elect to receive payment of one-fifth (1/5) of the applicable weekly staff salary in lieu of the compensating day off, provided he/she notifies the Company within seven (7) days of the holiday worked that he/she elects such payment.

## **ARTICLE VI – VACATIONS**

The Company will grant to Staff Employees vacations with pay as follows:

1. After having been in the Company's employ for six (6) consecutive months, any Staff Employee engaged prior to January 1 of any year shall be entitled to two (2) weeks vacation with pay and any Staff Employee engaged between January 1 and March 31 shall be entitled to a one (1) week vacation with pay during the calendar year. After having been in the Company's employ for five (5) consecutive years, any Staff Employee shall be entitled to three (3) weeks vacation with pay. A Staff Employee who has completed fifteen (15) consecutive years of service shall receive four (4) weeks vacation. Only employees entitled to vacation in excess of four (4) weeks as of January 31, 2002 shall continue to receive such vacation and only in the extra number of vacation days such employee was entitled to receive for calendar year 2002.

2. Vacations shall be scheduled to commence the day following the employee's scheduled days off.

3. When operating conditions permit, employees may take up to five (5) days vacation in single day increments.

4. If, at the request of the Company, an employee is recalled from his/her vacation or is required by the Company to change or postpone an approved vacation in order to accept an assignment by the Company, he/she shall be reimbursed for any costs reasonably attributable to the interruption or change in his/her vacation. An employee who is recalled from his/her vacation shall receive the unused portion of his/her vacation on completion of such assignment or as soon as thereafter as practicable, and in addition, shall receive one (1) additional day of vacation for each day he/she is required to work during the scheduled period of his/her vacation up to a maximum of five (5) additional days.

5. A Staff Employee discharged by the Company for any cause before having taken his/her vacation shall receive the full salary equivalent of any vacation to which he/she is entitled under this Agreement. A Staff Employee whose employment is terminated for any reason shall receive the full amount of vacation due him/her at that time. Staff Employees leaving the Company between January 1 and March 31, who give the Company at least two (2) weeks notification in the case of resignation, if they have six consecutive months of service, will receive one and one-half weeks vacation pay; and if they have twenty (20) or more consecutive years of service, will receive two (2) weeks vacation pay.

6. If an Employee terminates and is subsequently rehired, prior service credit for vacation entitlement shall be given in accordance with Company policy.

7. Each December, for the purpose of scheduling vacations for the following calendar year, the Guild shop steward or other Guild representative may meet with the appropriate Company official to discuss the Company's plans for the scheduling of vacations for the Staff Employee covered by this Article VI. It is understood and agreed that with respect to the scheduling of vacations and the necessity for vacation replacements, the Company's decision shall be final, except that if at the time the weekly work schedule is ready for posting, or thereafter, the Guild or a Staff Employee is of the opinion that such Employee will be required to work an excessive amount of overtime as a result of the vacation work schedule for such week, the matter may be taken up under the grievance and arbitration machinery of this Agreement.

8. Generally, vacations are not cumulative and may not be taken in the following calendar year. However, if operational requirements in any shop in any location preclude an individual from taking his/her vacation in a particular calendar year, such vacation may be carried over to the subsequent calendar year. Effective December 14, 2007, in the event that the Company refuses a carryover request to the subsequent calendar year caused by such operational requirements, the employee shall be notified and be paid for the unused vacation at the end of the year. In any case in which an employee believes that in a particular instance he/she cannot take a vacation in the appropriate calendar year, the matter may be discussed with the employee's supervisor and the matter will be fully evaluated. However, the Company's refusal to grant such carryover shall not be subject to arbitration.

## **ARTICLE VII – VACATION RELIEF EMPLOYMENT**

The following provision applies to Staff Employees in the following WGA units: New York Newswriters, Continuity Writers, Washington Newswriters, and Washington Desk Assistants and Production Assistants.

A. Each December, the Company will notify the Guild of its vacation relief requirements for all departments, and will discuss with the Guild any situations in which the Guild claims that an insufficient number of vacation relief employees are to be engaged. A person

engaged as a vacation relief employee will be informed of the nature of his/her employment at the time of his/her engagement.

B. The provisions of this Staff Agreement will be applicable to vacation relief employees, except as indicated below:

1. Article V and VI - Holidays and Vacations

A vacation relief employee will not be entitled to vacation.

With respect to New York Newswriters, Washington Newswriters, and Washington Desk Assistants and Production Assistants, if he/she works on any of the listed premium holidays, he/she will receive extra straight time for all hours worked plus an extra day's pay. If he/she works on any other of the listed holidays, he/she will receive an extra day's pay.

2. Article XVI - Leaves of Absence

Not applicable.

3. Article VIII - Severance, Severance Pay and Layoff

This Article shall not be applicable. A vacation relief employee will be given two weeks notice of the termination of his/her vacation relief employment or two weeks pay in lieu of such notice, except in the case of termination due to gross misconduct, insubordination, dishonesty or drunkenness.

4. Article XVIII - Insurance Benefits

a. Vacation relief employees hired under this Agreement are covered by the SIGNATURE Medical Plan, subject to the terms and conditions of said Plan, only if that employee is hired for any vacation relief employment, which at the time of initial engagement the Company intends to be for at least three months duration. In such circumstances, the vacation relief employee will become eligible for the SIGNATURE Medical Plan after the first month of employment.

b. Vacation relief employees hired under this Agreement are covered by the SIGNATURE Employee Life Insurance Plan, subject to the terms and conditions of said Plan, only if that employee is hired for any vacation relief employment, which at the time of initial engagement the Company intends to be for at least three months duration. In such circumstances, the vacation relief employee will become eligible for the SIGNATURE Employee Life Insurance Plan after the first month of employment.

c. If a vacation relief employee is hired for a vacation relief position of at least three months intended duration in consecutive years, he/she will become eligible for medical and life insurance, subject to the terms and conditions of said Plans, immediately upon



the commencement of such vacation relief employment in each consecutive period of vacation relief without having to wait a month.

d. The Company does not contribute to the Writers Guild Industry Health Fund or the Producer-Writers Guild of America Pension Plan for any compensation paid to vacation relief employees.

C. If a vacation relief employee is retained as regular employee, he/she shall thereupon become entitled to all the benefits of the Agreement and his/her seniority and service credit will be adjusted to include the period of his/her vacation relief employment.

D. The Company agrees to notify the Guild upon the hire of a vacation relief employee.

## **ARTICLE VIII – SEVERANCE, SEVERANCE PAY AND LAYOFF**

The following provision applies to Staff Employees except Washington Graphic Artists:

A. For all “lay-offs” (severance of employment without the intent to replace the Staff Employee dismissed), all discharges for “incompetence”, as hereinafter referred to in Paragraph E hereof, and all discharges for “cause”, as hereinafter referred to in Paragraph C hereof, the Company agrees to notify the Guild before officially notifying the Staff Employee concerned of the proposed termination. Where such notification to the Guild has been oral, it will be confirmed in writing.

At the Guild’s request, the Company agrees to meet immediately with the Guild to discuss the question; and, if no agreement can be reached at such meeting, the Guild shall have the right to meet with the immediate supervisor of the Staff Employee concerned, his/her Acting Department Head, and/or such Company executives as the Company has designated, for the purpose of discussing the situation; provided that such meetings are held not later than fourteen (14) calendar days from the date the Guild has been notified of the proposed termination, unless the Company has been unable to meet with the Guild as requested within such fourteen (14) calendar days. The Staff Employee may not be severed from the payroll sooner than fourteen (14) calendar days from the date the Guild was first notified, unless the Guild consents to such earlier severance, but may be severed at any time on or after the end of such fourteen (14) calendar days unless the Company has agreed otherwise, or unless the Company has occasioned the delay in meeting beyond such fourteen (14) calendar days.

It is understood that with respect to “lay-offs” and discharges for “incompetence” the final decision is to remain with the Company and such decision shall not be subject to arbitration, except as otherwise provided in Paragraphs B and E respectively hereof. The Guild shall neither notify the employee nor discuss the matter with the employee prior to notification to the employee by the Company. The grievance meeting provided for in the Grievance and Arbitration articles of this Agreement may be waived as a prerequisite to arbitration by mutual consent of the Company and the Guild provided that the meeting hereinbefore referred to in this Article has been held.

B. In the event of lay-off, if a Staff Employee laid off has been, prior to his/her lay-off, in the employ of the Company as a Staff Employee for a period of one (1) year and if at any time within one (1) year of the date of said lay-off a vacancy occurs in said department, the Staff Employee so laid off shall be re-employed; or if more than one Staff Employee is laid-off, the Staff Employee or Staff Employees shall be employed in order of their seniority as Staff Employees prior to their lay-off. In addition, if such Staff Employee(s) is re-employed within such period he/she shall be restored to the salary and seniority he/she had as of the date of the lay-off. This provision shall not apply if the Staff Employee is unavailable.

C. The Company shall have the right to discharge an employee for cause. (The word "cause" as used herein shall not include insubordination, dishonesty, drunkenness (as defined in Paragraph A hereafter), illegal use on Company premises or during work time of a controlled substance, or sale or distribution of a controlled substance, or gross misconduct, which are covered by Paragraph D hereof, or incompetence, which is covered by Paragraph E hereof.) Such discharge may be submitted to arbitration under the provisions of Article IX hereof within thirty (30) days following the date of discharge. If the final decision of the arbitrator is that cause did not exist for the discharge, he/she shall make such award as he/she deems appropriate under the circumstances of the case.

D. The Company shall have the right to discharge an employee immediately for insubordination, dishonesty, drunkenness (as defined in Paragraph A hereafter), illegal use on Company premises or during work time of a controlled substance, or illegal use, sale, or distribution of a controlled substance, or gross misconduct. However, in keeping with past practice, the Company will continue to refer employees who may be subject to discipline for conduct related to intoxication as defined in this Article VIII to the Company's Employee Assistance Program. If the Guild notifies the Company within ten (10), increased to fifteen (15) days effective December 14, 2007, after such discharge that in its opinion such discharge is not justified, such discharge may be submitted to grievance procedure and arbitration under the provisions of Article IX hereof. If the final decision of the arbitrator is that the discharge was not justified, the arbitrator shall order the reinstatement of the employee involved to the position held by him/her with his/her seniority standing and all other rights unimpaired (unless in the interval his/her position has been eliminated or unless the arbitrator finds that the employee's conduct, subsequent to his/her discharge, would justify his/her discharge) and with or without an award for the net wages (as hereinafter defined in Paragraph H hereof) lost by him/her either in whole or in part, as may be decided by the arbitrator.

E. The Company shall have the right to discharge an Employee for incompetence. An employee who has one year or more of service shall have the option of electing severance pay of two weeks per year of service in lieu of the severance pay provided in Article VIII or electing to submit his/her discharge to arbitration under the provisions of Article IX and receiving severance pay in accordance with Article VIII. "Incompetence" for purposes of discharge shall mean inability or unwillingness to perform the particular type of writing

assignment required by the Company. Should the employee be employed pursuant to an appendix other than one covering newswriters, “incompetence” shall be defined as inability or unwillingness to perform the work required by the Company under that supplement.

In any arbitration proceeding where the discharge is for incompetence, as above defined, the arbitrator shall have no power to substitute his/her judgment for the judgment of the Company, but shall find that incompetence is established if the Company has acted in good faith upon the basis of its judgment and not arbitrarily or capriciously. The Union shall not be limited in such arbitration in introducing testimony in an effort to support its position that the action by the Company was arbitrary or capricious. The parties agree that any arbitration arising out of a charge that the Company has acted arbitrarily or capriciously shall concern itself with the substance of the charge. If the final decision of the arbitrator is that the Company has acted arbitrarily or capriciously, the Company shall be obligated to reinstate the employee and the employee shall be entitled to receive the net wages (as hereinafter defined in Paragraph H hereof) lost by him/her during the period of non-employment by the Company following his/her discharge. Such period shall on his/her reinstatement be credited for all seniority purposes under this contract. (See Sideletter F)

F. Acceptance by a Staff Employee of severance pay shall not constitute an estoppel.

G. In the event the Company should transfer any employee covered by this Agreement to a position not covered by this Agreement the Company will notify the Guild of such transfer.

H. The term “net wages”, as used in Paragraphs D and E hereof, shall mean the wages the Staff Employee would have earned from the Company, less such earnings (before withholding for Federal and State taxes) as he/she may have received for services rendered during the period he/she would otherwise have spent in the service of the Company, less any severance pay received from the Company at the time of the staff employee’s discharge.

#### **Severance Pay**

A. The Company will give to any Staff Employee who has been employed by the Company for six (6) months or more, but less than three (3) years, and who is released other than for insubordination, dishonesty, drunkenness (which is deemed to include alcohol or drug intoxication), illegal use on Company premises or during work time of a controlled substance, or sale or distribution of a controlled substance, or gross misconduct, two (2) weeks’ pay upon such release.

B. The Company will pay to Staff Employees with three (3) years or more of service, who are released other than for insubordination, dishonesty, drunkenness (as defined in Paragraph A above), illegal use on Company premises or during work time of a controlled substance or sale or distribution of a controlled substance, or gross misconduct, severance pay in the amount of one week’s pay for each year of service.

Severance, Severance Pay and Layoff Provisions for Washington Graphic Artists – See Appendix G.

## ARTICLE IX – GRIEVANCE AND ARBITRATION RULES AND PROCEDURES

### Grievance Machinery

In the event of any dispute, controversy, claim or grievance (hereafter called “grievance”) arising out of the interpretation or breach of this Agreement between the Guild and the Company or between an Employee and the Company, the parties agree promptly and in good faith to attempt to settle such matter between them amicably.

For the purpose of resolving any differences of interpretation arising out of this contract there shall be grievance machinery established consisting of two representatives designated by the Guild who shall have the right to meet with Company representatives when such matters arise. At or before the grievance meeting, the party raising the grievance shall state the basis of the grievance.

If a grievance is not resolved in the meeting referred to above the parties may agree to the optional Step Two procedure set forth below. If the parties do not agree to hold the Step Two procedure, the grievance may be referred directly to arbitration without any tolling of time limitations.

The Step Two Panel shall consist of three representatives designated by the Guild and three representatives designated by the Company. The Panel shall meet as necessary to conduct hearings, and attempt to resolve any dispute brought before it. The hearing shall be conducted in an orderly fashion, but shall not be bound by rules of evidence and technicalities of procedure.

It is the intent of this Agreement that the Panel members shall use their good faith, best judgment and common sense, as persons experienced in the broadcast industry, in attempting to resolve the disputes brought before them. If any four members of the Panel agree on a decision, such decision shall be final and binding upon the parties and upon the Employees involved.

Decisions of the Panel shall be no-precedent in nature and shall not be cited by either party in any arbitration or subsequent Step Two proceeding.

If no decision is agreed upon, then in any subsequent arbitration or other proceeding, no reference shall be made to the Step Two grievance proceeding or to any statements or discussions therein, or to the failure of the Panel to settle the dispute.

Each side shall bear its own costs of the Step Two procedure. The Company, upon request of the Guild, shall make reasonable efforts to release witnesses for hearings. The attendance of witnesses covered by this Agreement shall be on the basis of unpaid leave of absence for Union business unless the Company and the Guild expressly agree otherwise. Guild-designated Panel members who are employed by the Company will not have their base pay reduced by virtue of serving on such Panel. In addition, a Guild-designated Panel member employed by the Company who has been upgraded to Acting Editor for at least one hundred twenty-five (125) full days during the preceding calendar year shall receive Acting Editor fees for any day of Panel service.

If any grievance arising under this Agreement is not subject to the arbitration provisions, either party may request a special grievance meeting within thirty (30) days of the initial grievance meeting to further discuss the substance of the grievance. This special grievance meeting shall be attended by three representatives designated by the Guild and three representatives designated by the Company who shall meet in good faith to attempt to resolve the dispute. If any four designated representatives of the Guild and the Company agree on a resolution, that resolution shall be final and binding on the parties and the employees involved. Such resolution shall be non-precedential and non-citable in any arbitration proceeding pursuant to Article IX of this Agreement.

### **Arbitration**

In the event that such grievance cannot be settled by the parties through the grievance machinery, then either party must submit it to arbitration in accordance with the procedures set forth in the following paragraphs; provided that if such grievance has not been submitted to arbitration within eight (8) months following the date on which the facts giving rise to the grievance were known by the party filing the grievance but, in no event, more than twelve (12) months following the date on which the grievance arose, such grievance shall be deemed to have been abandoned. The parties agree to abide by the award and judgment upon the award may be entered in any court having jurisdiction thereof.

A demand for arbitration shall be made in writing and served upon the other party, and there shall be an Arbitrator selected in accordance with the provisions of the following paragraphs. Such demand shall specify the applicable contract provision(s) claimed to have been breached, where the alleged breach is based upon a specific contract section. This provision shall not be construed as a waiver of the Company's right to raise issues of substantive arbitrability or the Union's right to amend its arbitration demand.

A permanent board of six (6) mutually agreed to Arbitrators shall be selected to hear disputes during each term of this Agreement: four (4) based in New York, two (2) based in Washington, D.C. Each Arbitrator shall hear disputes on a rotating basis; however, in the event the appropriate Arbitrator has no available dates to hear the dispute no sooner than sixty (60) days and no later than six (6) months from the date the demand was received by the opposing party, either party may elect to proceed to the next board member. Such time limitations on the setting of the date for the hearing may be changed by mutual consent.

The permanent board of Arbitrator shall serve for the duration of the Agreement unless either party, thirty (30) days prior to an anniversary date of the Agreement, requests the removal of any Arbitrator(s) by notice in writing to the other party and to the Arbitrator(s). In such event, or in the event an Arbitrator should resign, or for other reasons be unable to perform his/her duties, the Arbitrator's successor shall be chosen by mutual agreement of the Parties. The members of the arbitration panel agreed upon by the Parties to serve for the duration of this Agreement are:

**New York**

1. Carol Wittenberg
2. George Nicolau

**Washington, D.C.**

1. Joan Parker
2. Howard Edelman

Once the Arbitrator has been selected, the grieving party shall serve upon the Arbitrator a copy of the arbitrator notice.

If a selection from the panel of Arbitrators should fail for any reason, the Parties agree that the provisions requiring selection of an Arbitrator from the panel shall become inoperative. All other provisions of the arbitration procedure will remain in effect, and Arbitrators will then be selected in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then obtaining.

The situs of the arbitration hearing shall be New York, except where the employee(s) affected by the grievance are employed in Washington, D.C. In such instances, Washington shall be the situs. Where employee(s) affected by the grievance are employed in Washington and New York, New York shall be the situs.

All arbitrations shall be held in accordance with the laws of the State of New York or the District of Columbia, wherever the arbitration is held, and will be conducted under the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association. The Arbitrator shall have jurisdiction and authority to interpret, apply and/or determine the meaning of any provision of this Agreement and to remedy the grievance by appropriate relief, but he/she shall have no power to change, add to or subtract from any provision. The Award of the Arbitrator shall be made within thirty (30) days after the close of the hearing. Subject to the Company's performance of the foregoing, the Guild agrees that it will not directly or indirectly authorize, aid, encourage, direct, abet or participate in any stoppage of work during the arbitration or prior to the rendition of the award, and the parties agree that all awards rendered will be binding upon them. Subject to the Guild's performance of the foregoing, the Company agrees that it will not directly or indirectly lock out the Staff Employees under this Agreement during the arbitration or prior to the rendition of the award.

Matters of opinion in cases as to which the parties have provided in this Agreement for the exercise of opinion, shall not be subject to arbitration unless a controversy or dispute is involved concerning the interpretation or application of the contract in such cases.

If a grievance is submitted to arbitration pursuant to this Article, the arbitrator shall have authority to remedy the grievance by appropriate relief but shall not have the authority to add to, subtract from or modify any term of this Agreement. In no event shall the arbitrator's award be retroactive to a date more than eighteen (18) months prior to the date when the demand for arbitration was served.

### **Expedited Arbitration**

In the case of discharge of a Staff Employee where the discharge is subject to arbitration, either party may invoke the following expedited procedures in lieu of the grievance and arbitration procedures specified above. In the event a discharge case is not submitted to the expedited arbitration procedures, neither party shall delay the scheduling and hearing of such arbitration and shall meet all procedural requirements as expeditiously as possible.

(i) Written or telephone notice of the discharge will be given to the appropriate office of the Union.

(ii) Within five (5) days of receipt of such notice, the Union may notify the Company in writing of its intent to submit the discharge to arbitration. In such case, the parties will select an Arbitrator from the arbitration panel who is able to hear the case within sixty (60) days.

(iii) Either Party may elect to order a transcript of the proceedings, provided that the transcript may not delay the filing of the briefs.

(iv) Briefs, if any, must be filed within thirty (30) days after the hearings.

(v) The Arbitrator shall issue an Award within seven (7) days of the close of hearing or the receipt of briefs, whichever is later.

(vi) The Arbitrator's Opinion shall follow within fifteen (15) days of the Award. For purposes of legal appeals from the Arbitration Award only, the Parties agree that the award shall be considered to have issued at the time of the issuance of the opinion.

### **ARTICLE X – INDIVIDUAL CONTRACTS**

The Company agrees that it will not enter into a contract with, or employ, any Staff Employee on terms and conditions less favorable to him/her than those set forth in this Agreement and that are applicable to such employee. Only the Guild and the Company shall have the right to waive any of the provisions of this Agreement, provided, however, that the Company may only waive those rights and benefits which it has under this Agreement, and the Guild may only waive those rights or benefits which it, or any of its members, has under this Agreement. The terms of this Agreement are minimum and the Company agrees that nothing herein contained shall prevent a Staff Employee from negotiating or obtaining better terms than the minimums herein provided.

### **ARTICLE XI – EXISTING CONTRACTS MODIFIED**

The Company agrees that it will and does hereby modify all existing contracts and arrangements with Staff Employees to bring the same into conformity with the provisions of this Agreement with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any Staff

Employee which are more favorable to such Staff Employee than the terms of this Agreement.

## **ARTICLE XII – NO TRANSFER OF RESPONSIBILITY**

Should the Company transfer an operation whose employees are covered hereunder to a location within twenty-five (25) miles of its present location, this Agreement shall continue to apply.

This Agreement shall be binding upon the parties, their successors and their assigns.

## **ARTICLE XIII – WORKING CONDITIONS**

A. The Company agrees to provide Staff Employees with adequate physical working conditions.

B. The Company recognizes that during the first two weeks of staff employment, a new employee may require familiarization with the area of the Company's operations to which he/she is assigned, and subject to reasonable operating priorities, the Company will provide such familiarization. The Company shall make reasonable arrangements to provide the familiarization without creating an excessive amount of overtime for any other employee.

C. A Joint Committee on Safety and Health will be established in each city where the Company employs employees covered by this Agreement. Each Committee shall consist of an equal number of Union and Company representatives, provided that no Committee shall consist of more than six members. The Committee may be convened to discuss any physical working conditions complaint affecting covered employees in that city. On an ad hoc basis, either the Union or the Company may include other appropriate individuals in the Committee's discussions.

D. The Company agrees to provide, upon request, an anti-glare screen for a video display terminal ("VDT") used by an employee covered hereunder. In addition, the Company shall endeavor to arrange work stations so that each employee using either a VDT or graphics equipment incorporating a video display (e.g., paintbox), is seated no less than three feet away from the sides and backs of other such equipment in use.

Further, the Company will, upon request, test VDT's and graphics equipment incorporating a video display, used by employees covered hereunder, for non-ionizing radiation. The results of such tests will be made available to the Guild.



## ARTICLE XIV – NO DISCRIMINATION

The Company and the Guild agree not to discriminate against applicants for employment or employees because of sex, race, creed, color, national origin, sexual preference, age or physical disability.

Any dispute under the provisions of this Article XIV may be taken up under the provisions of Article IX but shall not be subject to arbitration.

## ARTICLE XV – LEAVES OF ABSENCE

**A. Sick Leave.** The Company will grant to Staff Employees sick leaves in accordance with the prevailing policy of the Company at the time. (See Article XXIII, Sideletter R).

**B. General Leave.** The Company may in its discretion grant leaves of absence without pay to Staff Employees requesting such leaves. If, in the opinion of the Staff Employee and the Guild, a request has not been granted where justifiable reason exists, the matter may be taken up under the grievance machinery, but shall not be subject to arbitration. Upon resumption of employment after leave of absence, the period of service prior to such absence shall be included in determining length of service for the purposes of salary, vacation, sick leave, severance, severance pay, re-employment and, subject to the provisions of any applicable pension and insurance plan, pensions and insurance.

**C. Maternity Leave.** Maternity leave will be granted in accordance with Company policy. If the Company adopts a paternity or parental leave policy, a Staff Employee will be granted such leave in accordance with Company policy. (See Article XXIII, Sideletter R).

**D. Military Leave.** Any Staff Employee who is drafted for service in the Armed Forces of the United States or in any recognized auxiliary arm of such forces, or who in time of war voluntarily leaves the employ of the Company for service in the Armed Forces of the United States or any recognized auxiliary arm of such forces, shall be granted special leave of absence without pay for the duration of such service.

In the event that a Staff Employee is required by law to leave the Company and accept civilian service with the government, he/she shall be entitled to all the benefits of this Article.

Any such Staff Employee who applies in writing to the Company within a period of ninety (90) days following (a) his/her honorable discharge from the Armed Forces of the United States or any recognized auxiliary arm of such forces or (b) the end of the compulsory period of any other service for which he/she was drafted, shall be reinstated in the position occupied by him/her at the date his/her leave of absence became effective, or be given employment in another position of like seniority, status and pay. As used herein, the word "pay" shall mean such Staff Employee's regular weekly salary at the time his/her special leave of absence commenced, plus the amount of any increase in regular weekly salary put into effect during his/her absence to which he/she would have been entitled if he/she had not been on

special leave of absence. In the event such former position has been discontinued, or in the event that such Staff Employee is no longer capable of filling such former position, and no satisfactory position of like seniority, status or pay is available, the Company will pay to such Staff Employee a sum equal to the amount obtained by multiplying the regular weekly salary to which he/she would have been entitled upon reinstatement hereunder by the number of weeks for which he/she would be entitled to severance pay under this Agreement if his/her employment were considered as having been terminated at the expiration of his/her special leave of absence.

Members of the Reserve Forces of the Armed Forces of the United States shall be granted military leave for Annual Unit Training in accordance with prevailing Company policy. (See Article XXIII, Sideletter R).

**E. Jury Duty.** The Company will grant Staff Employees jury duty leave in accordance with prevailing policy of the Company at the time; provided however, that if a staff employee on jury duty is regularly scheduled to work Saturday or Sunday, such employee shall be rescheduled so that the combination of his/her work schedule and jury duty responsibility does not become burdensome. (See Article XXIII, Sideletter R).

**F. Bereavement.** The Company will grant Staff Employees leaves of absence for death in the family in accordance with prevailing policy of the Company at the time. (See Article XXIII, Sideletter R).

## **ARTICLE XVI – PENSION AND RETIREMENT**

A. The Company shall contribute to the Producer-Writers Guild of America Pension Plan (herein called the Pension Plan), which is more particularly described in the 2007-2010 WGA Theatrical and Television Basic Agreement, a sum equal to six percent (6%) of the gross compensation due each Staff Employee covered by this Agreement with the exception of (i) Staff Employees employed by the Company for less than three (3) months and (ii) vacation replacements.

B. The Pension Plan established shall remain qualified under the provisions of the Internal Revenue Code, Subtitle A Chapter 1, Subchapter D of 1954, as amended, so that the contributions made by the Company to the Pension Plan are deductible expenses. The Pension Plan shall remain qualified under the provisions of the Internal Revenue Code, Subtitle A, Chapter 1, Subchapter F of 1954, as amended, so that the Pension Plan is exempt from income taxation under Subtitle A.

C. The contributions required hereunder shall be made by the Company within thirty (30) days after the end of each calendar quarter.

D. The Company and the Union will furnish to the Trustees at their request any information which is necessary for the proper and efficient administration of the Pension Plan.

E. A regular staff employee who is at least twenty-one (21) years old and has one (1) year of continuous regular staff employment with the Company may elect to participate in the ABC Inc. Retirement Plan under the terms and conditions of such Plan. On the effective date of the employee's enrollment in the ABC Inc. Retirement Plan, the Company will cease to be obligated to make contributions to the WGA Pension Plan on behalf of such employee. An employee's election to participate in the ABC Retirement Plan shall be irrevocable - i.e. he may not subsequently elect to withdraw from the Plan and resume coverage under the WGA Pension Plan.

With respect to employees who are eligible for participation in the ABC Inc. Retirement Plan, such election must be exercised within 30 days of receipt of written notice from the Insurance Department of such eligibility. An employee who becomes eligible subsequent to the effective date of this provision must exercise his right of election within 30 days of receipt of written notice from the Insurance Department of such eligibility. (See Article XXIII, Sideletter R).

#### **ARTICLE XVII – INSURANCE BENEFITS**

Staff employees covered by this agreement may elect to participate in the Company's SIGNATURE Benefits Plan, subject to the terms and conditions of such plan. The SIGNATURE Benefits Plan consists of Medical, Vision, Dental, Long Term Disability, Employee and Dependent Life Insurance and Accidental Death and Dismemberment coverages.

Travel Accident Insurance. Staff employees covered by this Agreement shall be covered by the Company's Travel Accident Insurance Plan, subject to the terms and conditions of said Plan. (See Article XXIII, Sideletter R).

#### **ARTICLE XVIII – OTHER BENEFITS**

**A. Savings and Investment.** The Company will make available to eligible WGA-represented staff employees the Company's Savings and Investment Plan, subject to the terms and conditions of said Plan. (See Article XXIII, Sideletter R).

**B. Educational Reimbursement.** All eligible staff employees will be covered by the Walt Disney and Affiliated Companies Educational Reimbursement Plan, subject to the terms and conditions of such Plan. (See Article XXIII, Sideletter R).

**C. Traveling Expenses.** An Employee who leaves from home and travels by air or an out-of-area assignment shall be credited with one (1) hour for traveling from home to the airport. Such time shall be measured from the plane's scheduled departure. A credit of one (1) hour, measured from the plane's arrival time at the gate, shall be allowed if, at the conclusion of such assignment, the Employee travels directly from the airport to home.

If an Employee is required by the Company to perform services at any location sufficiently distant from the Company's facility where he/she is regularly assigned so that overnight accommodations are reasonably necessary, the Company shall furnish and pay for the reasonable board and lodging of such Employee while required to remain at such location, and agrees to furnish for such Employee transportation in accordance with Company policy.

The Company shall also pay all necessary expenses for trips between the facility as aforesaid and outside assignments. Subject to Company policy on cash advances and accounting, monies necessary for travel and work-related expenses will be advanced to the Employee by the Company prior to his/her departure. Miscellaneous local expenses will be reimbursed. An Employee who incurs reimbursable expenses shall submit expense reports within ten (10) days of his return from such travel and will be reimbursed within ten (10) days after receipt of such statement for all authorized expenditures made in behalf of his assignment.

Any Employee using his automobile on Company business shall be compensated therefore in accordance with the then-current Company policy. Nothing herein shall be construed to permit the Company to require any Employee covered hereunder to use his own automobile. Where an Employee is required to use a Company car, the Company shall provide adequate insurance and indemnity. Where an Employee uses his/her own car on Company business, the Company shall provide insurance and indemnity pursuant to Company policy. (See Article XXIII, Sideletter R).

**D. Dinner Allowance.** Staff Employees shall be entitled to receive dinner money in accordance with Company policy. (See Article XXIII, Sideletter R).

**E. Bulletin Boards.** The Company agrees to provide bulletin boards suitably placed for the sole use of the Guild.

**F. Out-of-Area Assignment.** If a staff employee is on an out-of-area assignment within the continental United States, the hours and conditions of the applicable agreement shall apply. A day off (that is not worked) will be paid at one-fifth of the staff employee's weekly salary. Travel time between the out-of-town lodging and the place of assignment will be considered hours worked.

A staff employee on assignment outside of the continental United States shall be paid 1.65 times one-fifth of his/her weekly rate for each day (whether worked or not). This payment shall be in lieu of all other payments.

**G. Stand-by.** See individual Supplement Agreements.

**H. Health Care and Dependent Day Care Reimbursement Accounts.** All eligible staff employees may participate in the SIGNATURE Benefits Plan Reimbursement Accounts for Health Care and Dependent Day Care, as such programs are available to Company employees generally, subject to the terms and conditions of the Plan. (See Article XXIII, Sideletter R).

**I. Adoption Assistance.** Regular staff employees will be entitled to participate in the Company's Adoption Assistance Plan under the same conditions as apply to the employees of the Company generally. (See Article XXIII, Sideletter R)

## **ARTICLE XIX – TEMPORARY EMPLOYEES**

A. The Company shall have the right to employ temporary employees. A temporary employee employed on either a weekly or daily basis shall be paid at a base rate equal to 115% of the applicable salary, less the percent of compensation contributed by the Company on the employee's behalf to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan should such temporary employee elect pursuant to paragraph E below to have such contributions made on his or her behalf rather than receiving the full 15% premium, except as provided for in subparagraphs E (2) and (3).

B. 1. When a staff vacancy occurs by reason of discharge or resignation (which for purposes of this paragraph B.1. only shall not include retirements, resignations by mutual consent and instances when an employee does not return from a medical leave of absence), the Company may not employ an additional temporary employee in the unit in which the discharge or resignation occurred as a replacement for the individual no longer employed (voluntarily or involuntarily) beyond the 180th day of such vacancy. Duties of such individual no longer employed may not be reassigned directly or indirectly to a temporary employee to avoid the application of this provision, it being understood that the use of a temporary employee beyond the 180th day is not a per se violation of this clause and that the Company may engage or continue to engage other temporary employees in such unit provided it does not assign them to perform the primary duties of the individual no longer employed. This paragraph applies for 12 months after each such discharge or resignation. Notwithstanding the foregoing, the Company shall have the right to hire a temporary employee on a part-time basis where a part-time schedule will meet operational needs.

2. For one year after the layoff of a staff employee with one year or more of service in the unit in which the layoff occurs and provided the Company has not reemployed such staff employee or otherwise employed another individual in place of such staff employee in the unit, employment of temporary employees in such unit shall be limited to the following reasons: absence of a staff employee (which, except in unusual circumstances, shall not exceed six months), workload of a temporary nature (including the start up period of a new program through the first thirteen weeks on air), special projects of a temporary nature, weekend programs, special assignment of another employee (except out of town assignments and such other assignments which involve a significant departure from the employee's regular routine or are occasioned by major news events or programming demands of a non-routine nature), temporary assignments for which special knowledge or skills are needed and news emergency. Notwithstanding the foregoing, the Company shall have the right to hire a temporary employee on a part-time basis where a part-time schedule will meet operational needs.

3. For purposes of this paragraph B., “unit” is defined as the applicable seniority list within the respective Appendix.

C. A temporary employee shall be entitled to all the benefits of the National Agreement to which he or she would be otherwise entitled were he or she not a temporary employee, except the following provisions: Article VI, Article VIII, Article XV, Article XVI, Article XVII and Article XVIII(A), (B), (H) and (I).

D. In the event a temporary employee elects pursuant to paragraph E below to have contributions made on his or her behalf in lieu of receiving the 15% premium provided for in paragraph A above or was initially engaged by the Company as a weekly temporary employee before the effective date of this Agreement, the Company shall contribute on behalf of each temporary employee to the Writers Guild Industry Health Fund a sum equal to eight-and-a-half percent (8.5%) of gross compensation due him or her for services covered by and subject to this Agreement who shall be eligible for insurance coverage in accordance with the requirements of the Fund, and to the Producer-Writers Guild of America Pension Plan a sum equal to six percent (6%) of the gross compensation due him or her for services covered by and subject to this Agreement who shall be eligible for benefits in accordance with the requirements of the Plan.

Contributions required hereunder shall be made by the Company within thirty (30) days after the end of each calendar quarter.

The Company and the Guild will furnish to the trustees, at their request, any information which is necessary for the proper and efficient administration of the Fund and the Plan.

E. Election:

1. Temporary employees initially hired on or after December 14, 2007.

The Company will provide written notice to each temporary employee upon initial hire as a temporary employee that he or she may opt to receive the 15% premium in salary described in this Article in lieu of the Company’s making any contributions on such temporary employee’s behalf to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan. This is a one time option that is irrevocable as a temporary employee. A temporary employee hired initially by the Company on or after the effective date of this Agreement must provide written notice of his or her election to the Company within 30 calendar days after initial hire as a temporary employee and such election will be given retroactive effect.

The failure of any temporary employee to provide timely, written notice as provided for in the immediately preceding paragraph shall be deemed an irrevocable election by such temporary employee to have contributions made by the Company on his or her behalf to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan at the rates set forth in paragraph D above and have his or her 15% premium reduced by the amount of such contributions.

2. Weekly temporary employees initially hired before December 14, 2007.

Notwithstanding any other provisions in this Article XIX to the contrary, all weekly temporary employees initially engaged by the Company before December 14, 2007 and continue to be engaged on or after December 14, 2007 will continue to have contributions made on their behalf by the Company to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan at the rates set forth in paragraph D above.

3. Daily temporary employees initially hired before December 14, 2007.

a. Notwithstanding any other provisions in this Article XIX to the contrary, all daily temporary employees initially engaged by the Company before the effective date of this Agreement and engaged on or after the effective date of this Agreement who elected to receive the 20% premium in salary in lieu of benefits provided for under paragraph I of Article XIX of the 2002-2005 National Agreement shall continue to be paid at a base rate equal to 120% of the applicable salary. All such daily temporary employees who did not elect to receive the 20% premium in salary, but elected that the Company make benefit contributions on their behalf to the Writers Guild-Industry Health Fund and Producer-Writers Guild of America Pension Plan shall continue to be paid at a base rate equal to 120% of the of the applicable salary, less the percent of compensation contributed by the Company to the Health Fund and Pension Plan at the rates set forth in paragraph D above.

b. The Guild and the Company agree that before the effective date of this Agreement, they will agree to a written list (to be incorporated in a separate standing sideletter agreement) that specifically identifies the names of all the individuals initially engaged by the Company as daily temporary employees before December 14, 2007 and who, therefore, shall be entitled to continue to receive the 20% premium in salary, or the 20% premium in salary less benefit contributions made by the Company, as described in the immediately preceding subparagraph.

F. Each temporary employee that works on a daily basis more than sixty (60) days in any calendar year (beginning with calendar year 2007) shall receive annual vacation pay in an amount equal to four percent (4%) of such employee's base rate of pay for all straight time hours worked in that calendar year, payable by separate check by February 15 of the succeeding calendar year.

G. A temporary employee who has been continuously employed with the Company for a period of three (3) calendar years shall be entitled to three (3) paid compensatory days off during the course of the following calendar year, provided the employee is still employed as a WGA-represented temporary employee in that following calendar year. Any temporary employee who has a good faith belief that he or she is eligible for such compensatory days shall notify his or her manager and provide whatever documentation is still in his or her possession in support of such eligibility, e.g., pay stubs and/or W-2's. For purposes of this paragraph, "continuously employed" shall mean consecutive calendar years immediately prior to the calendar year in which a successor agreement to the 2002-2005 National Agreement is

ratified and in which at least 200 days were worked. The Company and the Guild agree that temporary employees shall not be eligible for the compensatory days described in this paragraph until the calendar year immediately following December 14, 2007.

Once a temporary employee qualifies for such compensatory days off, he shall continue to receive them for each subsequent year, provided the employee worked at least 200 days in the previous calendar year. These compensatory days shall be taken at a time mutually agreed upon by the Company and the employee. In the alternative, the employee may request pay for such compensatory days in lieu of paid time off. Such compensatory days may not be carried over from year to year and will be forfeited if not used.

H. The minimum call for a temporary employee shall be four (4) hours with no meal period requirement, unless such shift extends beyond six (6) hours. If the four (4) hour call is extended, the minimum call shall be eight (8) hours.

I. In the computation of seniority and service credit, a temporary employee shall be credited with separate periods of service which, although not continuous, are separated by intervals of less than one (1) year.

J. In the Company's notice of employment to the Union, the Company shall specify:

1. The name and address of the temporary employee; and

2. In the event the employment is under paragraph B.2 above, the reason for which the temporary employee is being employed and the name of the staff employee temporarily unavailable to perform his/her normal assignments should such be the case.

## **ARTICLE XX – AUTHORIZED REPRESENTATIVE**

Duly authorized representatives of the Guild may investigate or inspect the operations of the Company which are covered by this Agreement at reasonable hours and in such manner so as not to disturb normal operations of the Company, except at any places where the Company reasonably deems secrecy essential. In such latter places, Guild representatives shall consist only of Employees regularly working at such places. The Company further agrees to recognize Employees designated by the Guild as Shop Steward(s) or Alternate Steward(s) and to permit such persons to engage in such legitimate Guild activities that do not interfere with normal operations.

Upon timely request of the Employee and subject to operating needs, the Company will rearrange the schedule of any Employee who is elected to the Union Council (Board) or as a Shop Steward to allow such Employee to attend scheduled Council (Board) and/or Shop Steward meetings on his/her own time. For Council (Board) members and Shop Stewards who must travel to such meetings from another state (other than one neighboring New York State), the Employee's regular days off may be rescheduled to include the meeting day plus either the day before or the day after such meeting.



**ARTICLE XXI – SAVINGS CLAUSE**

If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, valid government regulation or order, or by decree of a court of competent jurisdiction, the invalidation of such part of this agreement shall not affect or invalidate any of the remaining parts hereof and the same shall continue in full force and effect.

**ARTICLE XXII – EFFECTIVE DATES AND DURATION**

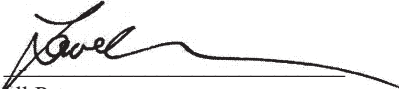
This Agreement shall be effective as of February 1, 2010. All changes shall be effective as of May 10, 2010, except where a different effective date is specifically provided.


The term of this Agreement shall be from February 1, 2010 through January 31, 2013. The parties agree that at least sixty (60) days prior to January 31, 2013, they shall in good faith negotiate with respect to a new Agreement to take effect upon the termination hereof.

IN WITNESS WHEREOF, the parties have hereto affixed their respective signatures this        day of

WRITERS GUILD OF AMERICA, EAST, INC.,  
on behalf of itself and its affiliate  
Writers Guild of America, west, Inc.

ABC, Inc.

By:   
\_\_\_\_\_  
Lowell Peterson  
Executive Director

By:   
\_\_\_\_\_  
Sean Quinn  
Vice President  
Labor Relations

## **ARTICLE XXIII – GENERAL SIDELETTERS**

The following are those sideletters which are applicable to all WGA Staff Employees, except where otherwise specifically stated.

### **Sideletter A**

In connection with the 1999-2002 ABC-WGA National Agreement, this will confirm our understanding on the following matter:

#### Union Security:

The Company will request its Personnel Department to furnish to all new employees covered by the WGA staff agreements a copy of the Union Security provision in the applicable agreement.

### **Sideletter B**

This will confirm our understanding that if a written work-related complaint about an employee is made a part of the employee's record, such employee will be given the particulars of such complaint in writing and a copy will be given to the Union. Any written response by the affected employee will likewise be made a part of such record. However, no such work-related complaint that is older than three years on December 14, 2007, during which no other incident occurred and unless such work-related complaint resulted in the employee's suspension, shall be used in a grievance and/or arbitration proceeding.

An employee may request that he or she be afforded an opportunity to see such record. Such request shall be made in writing to the appropriate department head, and will be granted during regular office hours, as soon as possible consistent with schedule requirements and the number of such requests received. The Company shall establish reasonable procedures for review of such records which may include a requirement that the employee initial and date each document viewed.

### **Sideletter C**

During the 1981-84 ABC-WGA negotiations for employees covered under this agreement, the parties discussed the issue of extending the provision contained in Article IX dealing with submitting grievances to arbitration. In this regard, the parties agreed that in cases where the grievance has been filed and is being actively pursued and it appears that an extension of the time limit will aid in settlement of the grievance, the parties may expressly agree to extend said time period.

### **Sideletter D**

This will confirm our understanding with respect to the Retirement Plan provision in the 2010-2013 ABC-WGA National Agreement. Our understanding is that the portion of such provision which excepts from coverage employees employed by the Company for less than three (3) months, shall be applicable only so long as the same exception applies to employees of the Company covered by the ABC-NABET Retirement Plan.

### **Sideletter E**

This will confirm our understanding with respect to personal storage space for WGA staff employees. In an attempt to resolve the persistent problem of insufficient locked space for personal items, the Company will survey the work areas and make every effort to provide lockable storage space.

### **Sideletter F**

During the 1987 negotiations, the Company and the Union had full and frank discussions concerning the changing nature of the broadcasting business and the impact of increasing competitive forces.

As to discharge: In agreeing to make no changes in the discharge for incompetence provisions of Article VIII of this Agreement, the parties acknowledge that:

(i) over time, job requirements and the demands of the broadcasting business change; and

(ii) absolute consistency by the Company in evaluating the performance of the employees covered by this Agreement is not always possible.

If an employee's job performance is claimed to be unsatisfactory, before a discharge proceeding is initiated, the Company shall give the employee (in all but those cases involving extreme circumstances) a management critique which shall specify the areas in need of improvement. In addition, it is in the best interests of all concerned that disputes over incompetence be handled promptly and, if a discharge is arbitrated, that it be tried expeditiously.

As to layoff: In order to avoid the inherent uncertainties and consequent disputes in applying a "comparative abilities" test in a layoff and in order to provide a mechanism whereby the Company can continue to employ the employees it deems critical for continued operation after a layoff, the parties have agreed to the following:

All layoffs (except those of Washington Graphic Artists) shall be in inverse order of seniority, provided that up to one-quarter of the staff on the affected seniority list (all Newswriters and Editors employed before and after March 1, 1977, on staff in the shop in which the layoff is to occur shall constitute the "affected seniority list") may be protected from layoff irrespective of seniority. Where the affected seniority list is not evenly divisible by four, the number that may be protected shall be rounded up for remainders of one-half or more, and otherwise down, but not less than one individual in any event. Prior to the layoff, the Company will notify the Guild of the Employees who will be so protected, but the Company's choice of the Employees will be final and not subject to arbitration.

An employee shall receive two (2) weeks' notice of layoff or pay in lieu thereof.

An Employee who is laid off pursuant to the Company's right to protect up to one-quarter of the affected seniority list, but who would not have been laid off if the layoff had been in strict inverse order of seniority, will receive an additional 100% of the amount of severance pay to which he/she is entitled pursuant to Article VIII.

The Company may offer a laid-off Employee an additional 100% of the amount of severance pay to which he/she is entitled pursuant to Article VIII, in exchange for the Employee's waiver of his/her recall rights and provided the Employee signs a General Release in a form satisfactory to the Company. The Company's offer shall be made in writing at the time the Employee is notified of his/her layoff. If the Employee accepts, the Company shall be notified in writing no later than one week after the effective date of the layoff.

**Sideletter G**

Nothing in any of the Appendices to this Agreement shall restrict the editing of copy by the following supervisors (provided such supervisors are engaged primarily to perform managerial/supervisory duties) in the areas indicated:

<u>WABC-TV</u>	<u>Network Radio (NY)</u>	<u>Network TV</u>	<u>Washington Network Radio</u>	<u>NewsOne*</u>
News Director	Assignment Manager	Executive producers for their own programs	Network Radio Bureau Chief*	Executive Director
Asst. News Director	Executive Director of News Coverage	Senior producers for their own programs		Managing Editor
Managing Editor	Designated Manager on duty	Supervisors (2)		Night Manager
Executive Producers (for their own programs)	Designated Manager on duty			Overnight Producer
				Executive producers for their own programs
				Senior producers for their own programs
				Supervisors (2)

\* The Washington Network Radio, Deputy Bureau Chief may edit copy and write material for broadcast only if the Bureau Chief is unavailable or, if both the Bureau Chief and Deputy Bureau Chief are unavailable, the designated manager on duty may edit copy and write material for broadcast.

In addition, the foregoing supervisors may write material for broadcast, provided, however, that the News Director and Assistant News Director in Local Television shall only write from time to time by reason of such person's knowledge of the subject matter or because of time constraints, provided further, that in Network Radio (NY), the Network News Directors may write special series on an irregular basis. In addition, at Network Radio in NY and Washington, D.C., managers and other supervisors, including, but not limited to the above listed individuals, may perform audio editing, assignment editor and other functions covered by the jurisdiction set forth in Section A of Appendices A, B, D and E on an as needed irregular basis as an incidental part of their overall duties. The parties agree that no staff bargaining unit employee at Network Radio employed as of January 31, 2010 will be laid off, terminated or reassigned to another shop as a direct result of the immediately preceding sentence. Nothing in the preceding sentence shall affect current practices in Network Radio (Washington) with respect to the editing of news material by the Washington Network Radio Bureau Chief.

The parties agree that practices that have existed with respect to "Good Morning America" shall continue as heretofore.

If any of the job titles specified above change during the term of this Agreement, the supervisors with comparable responsibility will be designated.

## **Sideletter H**

### **WABC-TV AND WASHINGTON NEWS BUREAU TRAINING PROGRAM**

#### **Statement of Intent**

The Company's Training Program is an internship program for recent college graduates interested in pursuing a career in the broadcast journalism industry.

The Company recognizes the highly competitive nature of the communications industry and that many industry employees, including our own WABC-TV and Washington, D.C. News Bureau employees, are highly specialized professionals who are hired with prior industry experience. Moreover, the Company is also aware that there is an under-representation of minorities employed in these positions throughout the industry and, in particular, at WABC-TV and the Washington News Bureau. With this in mind, the Company has designed the Training Program as a voluntarily adopted affirmative action plan. The objectives of the Training Program are simple: to enhance the skills of recent college graduates interested in pursuing journalism careers in broadcasting, and to promote diversity and to correct the numerical imbalance in the broadcast industry workforce.

As designed, admission to the Training Program is open to qualified applicants of all races. However, consistent with our two objectives as articulated above and consistent with applicable law governing the adoption of voluntary affirmative action plans, a "plus" or "preference" for admission to the Training Program will be accorded to minority applicants on the basis of their race.

The Training Program will remain in place for no more than three years or for the duration of the Company's collective bargaining agreement with the Writers Guild of America, whichever occurs first. Throughout this time, the Company intends to closely monitor the effectiveness of the Training Program in eliminating the conditions which warranted its implementation and will take appropriate steps to assure that it meets its objectives including discontinuing, modifying or reaffirming the Training Program, as necessary.

In sum, in implementing this Training Program, the Company is attempting to meet a demonstrated need to increase minority participation at WABC-TV and in the Company's Washington News Bureau specifically, and in the Company's industry in general in a manner that will not unnecessarily trammel the opportunities of non-minorities.

### **Sideletter**

This Letter Agreement will confirm our understanding concerning the Company's Training Program at WABC-TV and at its Washington News Bureau. The terms of this Agreement are as follows:

1. The training program is limited to no more than three (3) trainees during the same training period: one (1) at WABC-TV New York and two (2) at the Washington News Bureau.
2. The training period will be no more than twelve (12) months in length.
3. Trainees, while assigned to the training program, will be excepted from coverage of the following provisions of the WGA National Agreement: Vacation Relief; Severance, Severance Pay and Layoff; Leave of Absence, except Sick Leave, Bereavement Leave, Military Leave and Jury Duty Leave shall apply; Pension and Mandatory Retirement, except Trainees may participate in the ABC, Inc. Retirement Plan under the terms and conditions of such Plan; Savings and Investment Plan; Walt Disney and Affiliated Companies Educational Reimbursement Plan; SIGNATURE Benefits Life Insurance; Long Term Disability; Dental Plan; Health Care and Dependent Day Care Reimbursement Accounts; and Adoption Assistance.

Wages - Trainees will be paid the 0-1 year New York News Writers rate and will be paid overtime in accordance with the provisions of Appendix B and Appendix E.

4. Trainees shall be entitled to participate in the SIGNATURE Benefits Medical Plan, subject to the terms and conditions of that Plan.
5. Trainees may perform those duties which are usually done by production assistants, newswriters, news editors, and researchers.

6. A representative of the Guild will meet with a representative of the Company's Labor Relations Department on a quarterly basis to determine what percentage of exclusive WGA-covered work each trainee has performed during the prior quarter.

7. No trainee will be employed for more than one full training program period. No full-time WGA staff employee, designated vacation relief, part-time or temporary employee will be displaced with respect to full-time WGA-covered employment, overtime employment or overnight assignments as a direct or indirect result of the Company employing trainees under this Letter Agreement.

A. In the event of a layoff of any Guild-covered employee, other than a Graphic Artist, employed in the Washington Bureau or WABC-TV, employees hereunder shall not perform any duties performed by such laid off person, nor shall they perform duties performed by another person to permit such person or others to be assigned the work of any laid off employee.

B. In the event of the discharge of any Guild-covered employee, other than a Graphic Artist employed in the Washington Bureau, employees hereunder shall not perform any duties performed by such discharged person, nor shall they perform duties performed by another person to permit such person or others to be assigned the work of any discharged employee.

8. If, at the successful conclusion of the training program and within six months completion of such program, the trainee is employed by WABC-TV or the Washington News Bureau in one of the above-mentioned WGA-represented positions, the trainee will be given past service credit for the period of time he/she performed WGA-covered services during the training program.

9. WGA members may provide guidance to the trainees and will cooperate with the Company in furnishing the trainees with necessary instruction during regular working hours. However, WGA members will not be held responsible for the work performance of trainees.

10. This Letter Agreement shall be coterminous with the WGA-ABC 1999 National Agreement; provided, however, that the Writers Guild, upon sixty (60) days written notice to the Company, may cancel this Letter Agreement. Nonetheless, any Trainee employed at the time of such notice and cancellation shall be allowed to complete the term of his/her training period pursuant to the terms of this Letter Agreement.

11. The Company agrees to notify the Guild of all open trainee positions at the Company and to permit the Guild to post such open positions on the Guild's website provided the Guild posts only the position description provided by the Company for such trainee position along with the contact information and application procedures required by the Company. In addition, the Company agrees to promptly notify the Guild of the hiring of such trainees.

### **Sideletter I**

If at any time in the good faith opinion of an Employee and the Guild, the Employee is required to work an excessive amount of overtime or is given an unreasonable workload, the Guild shall so notify the Company's Labor Relations Department in writing. This notice shall state the basis of the claim.

A Workload Committee shall be convened within thirty (30) days following the Company's receipt of the Guild's written notice. This Committee shall consist of no more than three (3) Company representatives and three (3) Guild representatives and shall meet to discuss the issues specified in the notice in an effort to reach a mutually satisfactory resolution. The meetings shall be conducted in a non-adversarial manner, the intent being that the parties would be best served by a full, frank and mutually respectful exchange of views.

Within fourteen (14) days after the conclusion of such meeting, the Company's Labor Relations Department shall provide the Guild with a written response to the issues discussed, describing, when appropriate, steps that will be undertaken in resolution of those issues.

If the Employee and the Guild are dissatisfied with the response of the Labor Relations Department, the Guild may request a review of the matter with the Workload Review Committee by providing a written notice to Labor Relations within thirty (30) days of the receipt of the response from Labor Relations. This notice shall specify the basis of the request for review and why the prior resolution was unsatisfactory to the Guild and the Employee. Labor Relations will promptly forward the request for review to the Company's representative to the Review Committee. This Committee shall consist of a senior manager who did not participate in the prior Workload Committee meeting and a Guild Representative. Other representatives of the Company and the Guild may attend upon mutual consent of the parties.

Within thirty (30) days after receipt of the request for review, the Review Committee shall meet to discuss the matter. Within fourteen (14) days after the meeting, if the Committee reaches a consensus on a response, it shall issue its conclusions signed by representatives of the Company and the Guild. If there is no consensus, either party may issue a separate response.

The determinations of the Workload Committee or the Company's Labor Relations Department, or the results of a Review Committee meeting shall not be subject to Article IX of the Agreement.

### **Sideletter J**

In the event that a regular staff employee is offered an opportunity to audition for a position in the Company other than the one in which they are employed, the Company will allow the employee to be released for such audition on the following terms and conditions: (1) such release shall be granted only if the employee's regular work schedule does not otherwise permit the employee to undertake the audition; (2) such audition shall be scheduled at



a mutually convenient time; (3) the employee shall be released for a mutually agreed upon period of time with no less than four weeks' prior notice; (4) no more than one employee from each unit may be released for any such audition at any one time; (5) an employee may have no more than two such releases in any calendar year; (6) an employee engaged in such audition shall be paid at the applicable rate of the position for which he/she is auditioning for the period of such audition.

#### **Sideletter K**

##### **Familiarization For Temporary Employees**

During the course of the 1996 negotiations, the parties agreed that Article XIII, paragraph B, would now be applied to temporary employees. The degree of familiarization for each temporary employee will depend upon the particular facts and circumstances of the work required and the temporary employee's prior experience. While there is no minimum numbers of days for which any temporary employee will need familiarization, the Company will provide adequate familiarization.

#### **Sideletter L**

##### **Renovations**

During the course of the 1996 negotiations, the parties had extensive discussions concerning ergonomic considerations when the Company determines to renovate facilities in which Guild-represented employees work. The Company acknowledges that in those areas where it decides to renovate, the Company will solicit views of the Guild-represented employees who work in such areas to explain their concerns directly to the appropriate Company representatives involve in such renovation during the development of renovation plans. Before plans are finalized and renovations begun, the Company shall advise the shop steward and a reasonable number of the Guild-represented employees involved of the final renovation plan.

#### **Sideletter M**

##### **Lighting**

During the course of the 1996 negotiations, the parties discussed outside building lighting as a means to enhance security for employees. The Company will investigate existing lighting, and undertake to improve such lighting by the use of brighter lights or additional lighting where possible and reasonably necessary. The Company will petition the District of Columbia to increase the public street lighting on DeSales Street.

#### **Sideletter N**

[Deleted.]

### **Sideletter O**

In considering what constitutes a ‘reasonable period’ to seek and consider a replacement staff employee, as referred to in Article XIX, subparagraph B, the parties acknowledge that although there is necessarily no set or uniform period of time applicable to all cases, what constitutes a ‘reasonable period’ in a particular instance depends upon what is reasonable under the facts and circumstances of the specific vacancy at issue.

### **Sideletter P**

#### **Temporaries, Weekend Programs**

“Weekend programs” in Article XIX, subparagraph C shall include work performed by temporary employees for such programs and is not limited solely to weekend work. Further, without prejudice to either party’s position as to whether NewsOne feeds or packages are programs, it is agreed that the phrase “weekend programs” shall be construed to permit NewsOne to engage temporary employees to perform work for weekend feeds or packages.

The Guild agrees that it will grant a waiver during the term of this Agreement for the Company to employ temporary employees for weekend programs in Washington, D.C., provided that the Company has a bona fide business reason to do so and requests a waiver in writing explaining such reason, and provided further that the Company does not use temporary employees for weekend programs in Washington so that it materially and negatively affects the number of regular staff employees employed in Washington as of February 1, 1996.

### **Sideletter Q**

#### **Sideletter Format**

The parties agreed that in preparing the 1999-2002 WGA-ABC National Agreement, the date, heading, salutation, closing and signature lines of all sideletters to the General Articles and Appendices were superfluous and should be deleted. The parties agree that the deletion of such material is not any substantive change to the Agreement.

### **Sideletter R**

#### **Company Benefit Plans, Programs and Policies**

It is understood that WGA-represented employees who are eligible to participate in any of the Company-sponsored benefit Plan(s), Program(s) and/or Policy(ies), enumerated in the collective bargaining agreement participate on the same basis as other employees of the Company who are eligible to participate in such Plan(s), Program(s) or Policy(ies) or comparable Plan(s), Program(s) or Policy(ies). Therefore, changes which will be made in such benefit Plan(s), Program(s) and or Policy(ies) which are applicable to such other employees will apply automatically to the employees covered by this Agreement who are eligible to participate in any such benefit Plan(s), Program(s) or Policy(ies).

By way of example, but not limitation, changes in such Plan(s), Program(s) and/or Policy(ies) may include: termination of the Plan(s), Program(s) and/or Policy(ies); substitution of, or merger with, another Plan(s), Program(s) and/or Policy(ies) or parts thereof; improvements; reductions and/or any other modifications in the Plan(s), Program(s) and/or Policy(ies); creation of a new Plan(s), Program(s) and/or Policy(ies) which expressly substitutes in whole or in part for a previous Plan(s), Program(s) and/or Policy(ies) or parts thereof, etc.

It is specifically recognized that the Company-sponsored benefit Plan(s), Program(s) and/or Policy(ies) referred to in “a” above applicable to WGA-represented employees may, in the sole discretion of the Company, be substituted in whole or in part by any other new or pre-existing plan of the Company, or parent organization of the Company, or its successor.

It is specifically understood that there shall be no obligation to bargain with the WGA over any changes in such benefit Plan(s), Program(s) and/or Policy(ies).

It is not the intent of this provision to allow the Company to make changes applicable only to WGA-represented employees in any Plan(s), Program(s) and/or Policy(ies).

#### **Sideletter S**

##### **Non-Covered Businesses**

Notwithstanding any arbitration awards, grievance settlements, practices or provisions of the National Agreement or sideletters to the contrary, persons other than WGA-represented employees may perform any work, regardless where located, including, but not limited to writing, editing, or performing graphic artist duties, for entities or operations that are not included within the WGA’s exclusive jurisdiction under the definition of “Company” in the Preamble to the National Agreement.

It is understood and agreed that included among the entities and operations excluded from the WGA’s exclusive work jurisdiction under the National Agreement are: a) any direct broadcast satellite operation or business; b) any Videotext or similar operation or business; c) any form of cable or other non-over-the-air operation or business, including but not limited to operations similar to CNBC, Cablevision, ABC Family Channel, and regional cable news operations; d) any subscription or home video business or operation; e) any computer-based consumer products, operations or business, including but not limited to, CD-ROM, on-line services and the Internet, including but not limited to ABCNEWS.com; f) products made for initial release on videodisc, videocassette or any successor distribution system to either; g) or any technology, operation or business which does not utilize a free television or free radio delivery system covered under the Preamble to the Agreement.

Nothing herein shall prevent the Company from assigning any additional duties for such excluded entities and operations to WGA-represented employees on a non-exclusive basis.

In the event, however, that the Company uses or substitutes an alternative means of distribution to its affiliates (including for purposes of this paragraph owned and operated stations) for the one in effect at the ABC Television Network or Radio Network as of the date of the 2002 negotiations for programs covered by the National Agreement, then the WGA shall continue to have the jurisdiction over the work provided for in the Agreement. Likewise, in the event that WABC-TV uses or substitutes an alternative means of distribution of its broadcast signal for the one in effect at WABC-TV as of the date of the 2002 negotiations for programs covered by the National Agreement, then the WGA shall continue to have the jurisdiction over the work provided for in the Agreement.

#### **Sideletter T**

##### **Employee Safety, Health and Security**

During the course of the 2002 WGA-ABC negotiations the parties expressed their mutual concern over the safety, health and security of employees covered by this Agreement. To this end, the parties agree that the Joint Committee on Safety and Health established pursuant to Article XIII, Paragraph C of this Agreement will convene during the term of this Agreement no less than once every six (6) months to address any safety, health or security concerns that either party wishes to raise with the other.

#### **Sideletter U**

##### **Understanding Regarding Changes to Sideletter G**

The parties understand and agree that the Company does not intend to layoff any WGA-represented employee on staff as of January 31, 2005 as a direct result of the changes to Article XXIII, Sideletter G negotiated during the negotiations for the 2005-2010 National Agreement.

#### **Sideletter V**

##### **Committee on travel safety**

The Company and the Guild acknowledge that travel to and from work during certain hours of the day in the metropolitan areas of New York and DC may pose a security and safety risk for employees. These problems are complex and may require different solutions in different locations. Accordingly, the parties agree to institute a joint committee that will meet within 60 days after December 14, 2007 to discuss travel safety issues in New York and DC. Within thirty days of meeting, the Company agrees to issue a response in writing to the transportation committee's concerns.

## Sideletter W

### Temporary Employees

Pursuant to Article XIX, Section II.E.3, the following temporary employees hired before December 14, 2007 shall continue to receive the 20% premium in salary:

Antalek, John	Hope, Ron
Bell, Joshua	Johnson, Constance
Brittain, Carla	Kenworthy, Alison
Compton, Karen	Russell, Shannon
Crowson, Rachel	Schneider, Jill
Delaney, Arthur	Wargo, Michael
Ditrinco, Joseph	Wasser, Alan
Dubin, Judith	Wong, Kristina
Herndon, Sarah	

Pursuant to Art. XIX, Section II.E.2, the following temporary employees hired before December 14, 2007 shall continue to receive a 20% premium in salary less contributions to the Writers-Guild Industry Health Fund and Producers Guild of America Pension Plan:

Bachelor, Rachel	Kozinski, Susan
Blazer, Art	Lay, Susan
Bower, Claire	Mooney, Karen
Carl, Ellen	Moore Jr., Mike
Cherry, Dianne	Murray, Dennis
Cobert, Taylor	Panek, Jennifer
Crowley, William	Prokupecz, Shimon
Davis, Germaine Alisha	Roth, Suzanne
Deneen, Douglas	Ryan, John
Donohue Duran, James	Silverstein, Mike
Dugan, Tracy	Singer, Nancy
Duricka, Tamara	Singh, Sanjay
Gibson, Anna Maria	Smith Stapleton, Andrea
Gonzalez, Armando	Suh, Seung
Green, William	Tuzzo, Joe
Jackson, Eric	Veatch, Jeffrey
Jackson, Tiffany	Zelt, Siegfried

### **Sideletter X**

#### **ABC News Radio**

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, at Network Radio in New York and Washington, any desk assistant, administrative assistant or engineer may perform audio editing necessary to process and/or prepare news material supplied by the Company's other news production entities or operations, including, but not limited to, material from ABC News Network Television programming, NewsOne and ABC's Owned Television Stations, provided however, that such functions do not constitute such person's overall primary job function.

### **Sideletter Y**

#### **Unscheduled Compensating Days**

In the event no mutual agreement on scheduling a compensating day due an employee is reached by the end of the calendar year in which it was earned, or at the employee's request, any unscheduled compensating days shall be paid out in the second full pay period of the calendar year after the year in which such days were earned.



## APPENDIX A - NEW YORK STAFF – RADIO AND TELEVISION NEWS EDITORS

In addition to the applicable terms and conditions of employment listed in the general provisions of this National Agreement, the following provisions are specifically applicable to the New York Staff Radio and Television News Editors:

### A. SCOPE

1. This Agreement applies to Staff Radio and Television News Editors employed by the Company in New York City. The term “Staff Radio and Television News Editors” shall mean all persons employed on salary who are in direct charge of the news or assignment desk and of the coverage of the news and its output. The duties of News Editors shall include the writing of news material as defined in Appendix B, Paragraph A.

2. The Company agrees to notify the Union promptly after the employment of any News Editor under the terms of this Agreement.

3. The Company agrees that except in news emergencies, department heads, managers and assistant managers or other supervisors will not perform the duties of Staff Radio and Television News Editors.

### B. SALARIES

1. Staff Salaries. The Company agrees that News Editors shall be paid not less than the following staff salaries:

<u>Salary Per Week</u>		
<u>Rate in effect</u> <u>as of 4/12/10</u>	<u>Effective</u> <u>4/25/11</u>	<u>Effective</u> <u>4/12/12</u>
\$1,654.00*	\$1,687.00*	\$1,721.00*

\*This rate applies to only Network TV assignment Editors with three (3) or more years of Assignment Editor service with the Company. The appropriate Newswriter step rate applies to Network TV Assignment Editors with less than three (3) years of service. In addition, the “Newswriter rate”, not this rate, applies to Assignment Editors at WABC-TV.

Any employee who, as of February 1, 1999 was receiving a staff salary in excess of the then applicable minimum, but not more than Seventy-Five Dollars (\$75) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.



2. Night Shift Differential. For each hour worked between Midnight and 6:00 a.m. each News Editor so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

3. All of said salaries shall be paid bi-weekly.

### **C. WORK WEEK, WORK DAY AND OVERTIME**

#### 1(a). Television Assignment Editors

The regular work week shall consist of forty (40) hours in five (5) days (inclusive of any meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime for all hours worked in excess thereof. If it is not already the practice, overtime will be computed in ¼ hour units.

The Company will provide such employees a paid meal period of one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of one hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of forty dollars (\$40) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, any paid meal period (not worked) shall not count as time worked for purposes of calculating overtime.

Sick Days, Short-Term Illness Leave, compensating days, vacation days or any other time not worked shall not count as time worked for the purposes of computing overtime.

#### 1(b). Network Radio Employees

The regular work week shall consist of forty (40) hours (exclusive of any meal periods) in five (5) days. Employees in Radio will have a work day consisting of eight (8) hours of actual work, exclusive of any meal periods. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime. If it is not already the practice, overtime will be computed in 1/4 hour units.

The Company will provide such employees an unpaid meal period of at least one-half hour but not more than one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of at least one-half hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of twenty-

five dollars (\$25.00) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

2. Each News Editor shall be granted two (2) consecutive days off during each work week. Saturday and Sunday as days off shall be considered as consecutive for this purpose. The Company agrees to schedule as consecutive hours the hours worked by Employees during any day. If a News Editor is required by the Company to report for work on any day in excess of five (5) days in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day.

3. If a News Editor is required by the Company to report for work on any day sooner than twelve (12) hours after the completion of his/her previous shift, he/she shall receive penalty pay of half time for the hours worked within the period which ends twelve hours after the conclusion of his/her last staff assignment. Time off for News Editors shall be scheduled so that a single day off will permit a News Editor to be continuously absent from employment not less than thirty-six (36) hours, and two (2) consecutive days off will permit such continuous absence not less than sixty (60) hours. If a News Editor is called in before the expiration of such thirty-six (36) hour period or such sixty (60) hour period, he/she shall be paid penalty pay of half time for all hours worked within such thirty-six (36) hour period or such sixty (60) hour period. The penalty pay specified in this Paragraph 3 shall not be offset against overtime.

4. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

5. If at anytime in the opinion of a News Editor and the Union such News Editor is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery hereinafter provided.

6. The Company will post assignment schedules by noon on Friday of the third preceding week. An employee's days off as shown on the posted assignment schedule for the first two weeks will not thereafter be changed for the period of such schedule. The schedule for the third of the three weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

7. If a News Editor has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

8. A News Editor who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of Fourteen Dollars (\$14.00) unless the change is necessitated by the illness of another newswriter or editor, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

9. If a News Editor who is required to work on a scheduled day off, is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of Twenty One Dollars (\$21.00) unless his/her assignment is necessitated by the illness of another News Editor, which the Company was not aware of forty-eight (48) hours before giving the employee such notification.

10. The Company will not assign a News Editor to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the News Editor within four hours; however, if the News Editor is not released within four hours, the News Editor shall receive an additional four (4) hours at his/her straight time rate.

#### **D. USE OF MATERIALS**

1. Definition of Terms: The term "Materials" includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term "materials produced for the Company" means all materials written, conceived or furnished by a News Editor as part of a News Editor's routine work or pursuant to any specific assignment by the Company. The term "materials produced on a News Editor's own time" means all other materials written or conceived by a News Editor.

2. Materials produced on a News Editor's own time shall belong exclusively to such Editor who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Editor shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the five (5) day period is not extended by mutual consent of the Company and the Editor, such offer shall be deemed to have been rejected and the Editor shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Editor shall give the Company written notification of the terms of such offer and the Company shall have 48 hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been

rejected and the Editor shall be free to conclude negotiations with any third party. If within six (6) months after the Company's rejection of such offer, the editor has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Editor can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by an Editor to evidence his/her rights to use any of the said materials.

3. All materials produced for the Company, or which a News Editor represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

#### **E. AIR CREDITS**

It is the intention of the Company that credit shall be accorded to News Editors whenever warranted by reason of his/her contribution to a program, unless the Editor prefers otherwise. The form or forms in which such credit is to be given shall be determined from time to time jointly by the Company and the Union.

#### **F. COMMERCIAL FEES**

1. If a News Editor is at any time called upon to write a commercial news program, such News Editor will receive the commercial fee which would be payable to a News Writer under the terms of such agreement.

2. For the initial network commercial broadcast of any program which was written by a News Editor pursuant to Paragraph 1 of this Paragraph F and originally broadcast on a basis requiring no commercial fee, the News Editor who wrote such program (whether or not still in the employ of the Company) shall be paid for such program 100% of the then applicable commercial fee.

#### **G. SENIORITY**

Employees hired as Editors will be placed on one of five (5) seniority lists ("Good Morning America", NewsOne, Network Television Assignment Editors, Radio Network), and will accrue seniority only on that list. News Writers and Editors hired before March 2, 1977 will retain their seniority on one (1) master list as heretofore. It is understood that employees on one (1) of the five (5) separate seniority lists will not be transferred from one shop to another against their will.

At WABC-TV, Editors and Newswriters shall be placed on one seniority list.

## **H. COMPENSATION FOR ADDITIONAL DUTIES AS PRODUCER**

If a Staff News Editor is asked by the Company to serve as the Producer of a program in addition to his/her duties as a News Editor on the program, compensation in addition to his/her staff salary as a News Editor and minimum commercial fee (if any is required) will be negotiated with such Editor. Nothing herein shall be deemed to require that a Producer be assigned to each program.

## **I. SIDELETTERS**

The following are those sideletters which are specifically applicable to New York Staff Radio and Television News Editors.

### **Sideletter #1**

With respect to the Supplement Agreement between us of even date covering Staff News Editors, this will confirm our understanding that under the Company's current method of operation in the radio news area, Paragraph H is not applicable to News Editors in that area.

### **Sideletter #2**

In connection with the 1987-90 WGA-ABC New York Staff News Editors Supplement Agreement, this is to confirm our understanding that in the event, during the term of this Agreement, the State of New York should enact a law changing the current Holiday Act in order to conform to the United States, Public Law 90-363, Holiday Act, either party, Union or Company, may upon written notice to the other, negotiate with respect to changes in the Holiday provisions in this Agreement caused by changes in the New York Holiday Act.

If the parties do not reach agreement as to any modification or amendment to the Holiday provisions in this Supplement Agreement, this Supplement Agreement shall continue in full force and effect in accordance with its terms.

### **Sideletter #3**

[Deleted.]

### **Sideletter #4**

Employees involved in the preparation of material for broadcast may perform non-exclusive technical duties in connection therewith.

Having bargained fully in 2002 with respect to the performance of non-exclusive technical duties, the parties recognize that the performance of such duties was limited to the operating of nonlinear editing equipment and associated peripheral equipment (e.g. "AVID") and the off-air operation of technical equipment in radio, including recording, dubbing, editing, and off-air mixing and playback of recorded news material.

Because the parties were unable to forecast what other non-exclusive technical duties may be assignable in the future, the Company agrees to give prior notice to the Union of the existence of such assignable duties. In addition, the Company agrees to discuss such new duties with the Union, giving good faith consideration to the Union's concerns, needs and suggestions, prior to assigning such duties.

The Company will provide appropriate training and an adequate period of familiarization in the use of such technical equipment. However, inability of an employee on staff as of March 1, 1981 to perform such duties after a good faith effort to do so shall not be a basis for discipline of such employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

#### **Sideletter #5**

#### **Sixth And Seventh Day Payments**

This will confirm our understanding that the Company will honor a News Editor's request to convert a payment for work on a sixth or seventh day to a comp day plus 1/2 times payment in cash for the first eight hours worked and 1 1/2 times payment for hours worked in excess of eight. Such request must be made on the time sheet which includes such sixth or seventh days or the employee will be paid for the day. Comp days will be scheduled at a mutually satisfactory time. It is understood, however, that if in the responsible view of management the employee can only be replaced with difficulty, that such compensatory day may, at management's election, not be scheduled.

In the event that such comp days are not taken within six months of their having been earned, the employee will be paid forthwith at straight-time for such comp days.

#### **Sideletter #6**

The addition of language in the 1987 negotiations to two CBS Supplements concerning consecutive days off shall not affect any practices existing under this Appendix/Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

#### **Sideletter #7**

In the 1987 negotiations concerning adding writing to the duties of News Editors, the Writers Guild expressed concerns about then-current Editors who may not have written for a number of years, or who may never have been Newswriters for the Company. Accordingly, the Company has agreed that any Editor employed on staff as a News Editor as of March 1, 1987 shall be free to make a one-time election to decline to perform such duties and that inability of a News Editor to perform adequately such duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

### **Sideletter #8**

1. During the course of the 2002 negotiations, the parties discussed the performance of certain duties in the NewsOne operation that are not enumerated in the Agreement and that have been traditionally performed by others at ABC Network News and at other news gathering organizations. It is therefore agreed that notwithstanding anything to the contrary in the Agreement, whether or not enumerated, or as the result of any past practice, or any arbitration award, the only exclusive jurisdiction of the Writers Guild at NewsOne, as the result of the 2002 negotiations, shall be covered writing, as defined in Appendix B, Paragraph A, subject to the provisions applicable to NewsOne in General Sideletter G and Sideletters 3 and 9 of Appendix B. All other duties, including the writing of abstracts (in accordance with Arbitrator Haber's January 29, 1990 Opinion and Award) may be performed by persons who are not represented by the Writers Guild.

2. Effective December 14, 2007, NewsOne Newswriters shall receive the Acting Editors fee for the hours the Newswriter performed the Acting Editor duties as per Appendix B, Sideletter #8 and all relevant supplements.

### **Sideletter #9**

#### **Assignment Editors**

During the course of the negotiations for a successor to the parties' 2005-2010 National Agreement, the Company discussed its on-going plan to more efficiently coordinate the ABC News Assignment and Logistics Desk, as well as the NewsOne Regional Desk operations in New York in order to eliminate redundancies and achieve a more efficient work flow. As part of that more efficient work flow, managers, supervisors, assignment editors and other employees in these operations may perform a variety of duties including the assignment of correspondents and camera crews, travel planning, researching, producing, digital news gathering, ingesting, logging and/or editing news material, planning and coordination of news coverage, liaising with all shows and platforms on editorial content, the procurement and assignment of news gathering equipment and training personnel in the use of such equipment.

The Guild and the Company have discussed how efficiencies in the operations covered by this Sideletter are critical to the long-term success of ABC Television News, as well as the valuable contributions that WGA-represented employees have and will continue to make in these operations. As a result, the parties agree that notwithstanding any arbitration awards, grievance settlements, practices or provisions of the National Agreement to the contrary, for reasons of operational efficiency, any person may perform any job function in connection with the more coordinated operations described herein on a non-exclusive basis, provided, however, that job functions covered by Appendices A or B do not constitute such person's overall primary job function. The parties reaffirm that anyone whose overall primary job function is covered by Appendices A or B is covered by this Agreement and is in this bargaining unit.

Further in order to allow WGA-represented employees to participate in the operations covered by this Sideletter, the parties agree as follows:

1. The Company will provide training on Company paid time to staff Assignment Editors that will enable them to perform the functions necessary in the multi-skilled work environment covered by this Sideletter. The parties understand that given the different skills and abilities of each employee, and that because the nature of assignments is not uniform, training may vary from individual to individual.

2. The percentage of staff WGA-represented employees in the operations covered by this Sideletter in New York shall not be reduced below fifteen percent (15%) of the number of all staff managers, supervisors, assignment editors and other staff employees engaged in such operations. With regard to any requirement to hire a staff WGA-represented employee pursuant to this provision, the Company shall have a reasonable period of time to do so.”

#### **Sideletter #10**

##### **Wage Reclassification- Network TV Assignment Editors In NY**

In lieu of Acting Editor fees, all Assignment Editors at Network Television in New York employed as of the effective date of the successor agreement to the 2005-2010 WGA-ABC National Agreement and all such Assignment Editors in New York with three or more years of service under Appendix A or B shall be paid the wage rates set forth in Appendix A, Section, B.1 (\$1,654 per week). Otherwise, such Assignment Editors shall be paid the weekly salary set forth in Appendix B, Section B.1 and continue to receive Acting Editor fees.

#### **Sideletter #11**

##### **Special Assignment Editor Rate**

The base weekly salary rates for the Mark Luckwisch in New York and Anita Krichmar and Elizabeth Walls-Carden in Washington, D.C. shall be \$1,687 effective April 12, 2010; \$1,721 effective April 25, 2011 and \$1,755 effective April 12, 2012.





## **APPENDIX B - NEW YORK NEWS WRITERS**

In addition to the applicable terms and conditions of employment listed in the general provisions of the National Agreement, the following provisions are specifically applicable to New York News Writers:

### **A. SCOPE OF AGREEMENT, DUTIES AND DEFINITION OF TERMS**

1. This Supplement Agreement applies to and is limited in its application to all staff radio and television news writers employed by the Company, New York, NY, excluding staff continuity writers, writers employed principally for writing for electrical transcriptions, special events (other than writers regularly doing ordinary news writing work) or publicity, or for writing principally for short wave, experimental broadcasting or for other experimental purposes, or for monitoring duties and department heads, managers, news editors, assistant managers and all other supervisors as defined in the Act.

The term “Staff Radio and Television News Writers” (herein called “News Writer” or “News Writers”) shall mean all persons employed on the staff of the Company in New York City on salary to write news material designed for broadcasting on live or recorded (film or tape) news programs or news inserts on programs, or special events when such person regularly does ordinary news writing work, or auditions therefore.

With respect to News Writers, the term “write” shall include re-writing, condensing or otherwise treating news material secured by the Company from news associations and from the Company’s own and other sources such as teletype, newspapers, magazines, personal interviews, etc.

The Company will not ask News Writers to write commercial copy.

2. The Company agrees to notify the Union promptly after the employment of any news writer hired under the terms of this Agreement. Such notification shall include placement of the Employee on the salary escalator.

3. The Company agrees that except in news emergencies, department heads, news editors, managers and assistant managers or other supervisors as defined in the Act will not write news material. However, the Union agrees that nothing in this Agreement covers those persons who write material solely for their own use and do not write material for use by others.

4. It is agreed that the scope of this Agreement is without prejudice to any claim which may hereafter be asserted by the Union or the Company that the bargaining unit be different, or wider in scope or larger in extent, but no such claim shall affect the validity of this Agreement.

## B. SALARIES

1. Staff Salaries: The Company agrees that News Writers shall be paid not less than the following staff salaries:

<u>Months of Employment</u> <u>by Company as News</u> <u>Writer</u>	<u>Salary Per Week</u>		
	<u>Rates in effect</u> <u>as of 4/12/10</u>	<u>Effective</u> <u>4/25/11</u>	<u>Effective</u> <u>4/12/12</u>
First Year	\$ 734.00	\$ 749.00	\$ 764.00
Third six months	\$1,243.00	\$1,268.00	\$1,293.00
Fourth six months	\$1,324.00	\$1,350.00	\$1,377.00
Two years or more	\$1,528.00	\$1,559.00	\$1,590.00

Any News Writer who as of February 1, 1999 was receiving a staff salary in excess of the then applicable minimum, but not more than Seventy-Five (\$75) Dollars in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

2. Employment as a Staff News Writer by any nationwide radio or television network or by Station WOR or Station WNEW or Station WINS shall be deemed to be employment as a News Writer by the Company in determining the minimum salary applicable under the foregoing schedule to News Writers hereafter engaged.

Employment as a freelance News Writer by American Broadcasting Company, CBS Inc., National Broadcasting Company, Inc., or Mutual Broadcasting System, Inc. to write news programs for network or New York local programs shall be deemed employment as a News Writer by the Company in determining the minimum salary applicable under the foregoing schedule to News Writers currently employed or hereafter engaged; provided that the Company shall have been informed of such experience prior to employing such News Writer, and further provided that (a) only employment for thirteen weeks or more on any one news program shall be taken into account, and (b) employment concurrently on two or more programs during any given period shall be taken into account only once for the purposes hereof.

Employment for a period of three (3) years as

- a. a reporter or rewrite man/woman on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies; or

- b a news writer on the staff of A.P., U.P., or I.N.S. in any city of 500,000 population or more;
  - c. or a news writer on the staff of a 50,000 watt radio station in any city of 500,000 population or more;
  - d. or a news writer on the staff of any VHF television station in a city of 500,000 population or more, shall entitle any News Writer engaged hereunder to at least twelve (12) months credit or purposes of applying the foregoing salary schedule.
3. Acting Editors.

a. Television News Writers:

If a News Writer is assigned to perform assignment, rim or copy editor duties, for each hour he/she is so assigned, he/she is to receive, in addition to his/her regular compensation, the sum of Two Dollars and Eighty-Five Cents (\$2.85) per hour.

Any Newswriter employed on or before January 31, 2010 and who received the acting editor fee for at least 125 days during the previous calendar year shall continue to receive the sum of Eighteen Dollars and Eight Cents (\$18.80) for each vacation day and compensatory day and for each day of paid sick leave to which he/she is otherwise entitled, in addition to his/her regular pay for the day.

b. Network Radio News Writers:

If a News Writer is assigned to perform assignment, rim or copy editor duties, for each hour he/she is so assigned, he/she is to receive, in addition to his/her regular compensation, the sum of Two Dollars and Eighty Five Cents (\$2.85) per hour.

Any Newswriter employed on or before January 31, 2010 and who received the acting editor fee for at least 125 days during the previous calendar year shall continue to receive the sum of Eighteen Dollars and Eight Cents (\$18.80) for each vacation day and compensatory day and for each day of paid sick leave to which he/she is otherwise entitled, in addition to his/her regular pay for the day.

Newswriters employed as of December 14, 2007 and assigned to “ops room” work shall receive an acting editor fee in the amount of \$2.60 per hour effective December 14, 2007, but the Company shall not be required to pay an acting editor fee to any new employee hired after December 14, 2007 for the performance of “ops room” work. Newswriters assigned to senior editor, rim editor and assignment functions, however, shall continue to receive acting editor fees in accordance with Appendix B, Section B.3 as designated above for TV newswriters.

4. Night Shift Differential. For each hour worked between Midnight and 6:00 A.M. each News Writer so working is to receive, in addition to his regular compensation a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

5. All of said salaries shall be paid bi-weekly.

### **C. WORK WEEK, WORK DAY AND OVERTIME**

#### 1(a). Television News Writers

The regular work week shall consist of forty (40) hours in five (5) days (inclusive of any meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime for all hours worked in excess thereof. If it is not already the practice, overtime will be computed in ¼ hour units.

The Company will provide such employees a paid meal period of one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of one hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of forty dollars (\$40) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, any paid meal period (not worked) shall not count as time worked for purposes of calculating overtime.

Sick Days, Short-Term Illness Leave, compensating days, vacation days or any other time not worked shall not count as time worked for the purposes of computing overtime.

#### 1(b). Network Radio Employees

The regular work week of News Writers shall consist of forty (40) hours in five (5) days (exclusive of any meal periods). Employees in Radio will have a work day consisting of eight (8) hours of actual work, exclusive of any meal periods. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime. If it is not already the practice, overtime will be computed in 1/4 hour units.

The Company will provide such employees an unpaid meal period of at least one-half hour but not more than one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of at least one-half hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of twenty-

five dollars (\$25.00) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

2. Each News Writer shall be granted two (2) consecutive days off during each work week, with Saturday and Sunday as days off being considered as consecutive for this purpose; provided that non-consecutive days off may be scheduled by mutual agreement between the Company and the employee. If a News Writer is required by the Company to report for work on any day in excess of five (5) days in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day.

3. The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by News Writers during any day except as, in the opinion of the Company, the nature of its business and emergencies may otherwise require.

4. If a News Writer is required by the Company to report for work on any day sooner than twelve (12) hours after the completion of his/her previous shift, he/she shall receive penalty pay of halftime per hour for the hours worked within the period which ends twelve hours after the conclusion of his/her last staff assignment. Time off for News Writers shall be scheduled so that a single day off will permit a News Writer to be continuously absent from employment not less than thirty-six (36) hours, and two (2) consecutive days off will permit such continuous absence not less than sixty (60) hours. If a News Writer is called in before the expiration of such thirty-six (36) hour period or such sixty (60) hour period, he/she shall be paid penalty pay of halftime per hour for all hours worked within such thirty-six (36) hour period or such sixty (60) hour period. The penalty pay specified in this Paragraph 4 shall not be offset against overtime.

5. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

6. If at any time in the opinion of a News Writer and the Union, such writer is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery hereinafter provided.

At Radio Network in New York only, an employee who has had at least two (2) weekend day assignments without rotation for more than six (6) consecutive months may request to be taken off the weekend assignment and not reassigned to a weekend assignment for at least six (6) months. The Company shall consider such request based on operational issues and the skills and abilities of the employees.

7. A Writer who has had an "overnight" assignment without rotation for more than six (6) consecutive months will at his/her request, be taken off the "overnight" assignment, and will not be reassigned to an "overnight" assignment for at least six (6) months from the day of his/her removal from the "overnight" assignment.

If the Company specifically hires an Employee solely for a program or programs requiring his/her assignment to the “overnight” shift, the above paragraph shall be inapplicable to him/her for so long a period as he/she continues to remain assigned to such “overnight” shift for such program or programs. An Employee who is voluntarily transferred to a program or programs requiring his/her assignment to the “overnight” shift, and who remains assigned to such shift for such program or programs for twelve (12) months or more may request reassignment and will be taken off the “overnight” and will not be reassigned to another “overnight” shift for at least six (6) months from day of removal from the “overnight”.

If an Employee who is hired for or accepts a voluntary transfer to an “overnight” program or programs is reassigned by the Company to another shift and is subsequently reassigned to an “overnight” program or programs, he/she shall have the rights set forth in the first paragraph of this section C(6)[7].

8. The Company will post assignment schedules by noon of Friday of the third preceding week. An employee’s days off as shown on the posted assignment schedule for the first two weeks will not thereafter be changed for the period of such schedule. The schedule for the third of the three weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

9. If a News Writer has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

10. A News Writer who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of Fourteen Dollars (\$14.00) unless the change is necessitated by the illness of another news writer or editor, which the Company was not aware of forty-eight (48) hours before giving the employee such notification.

11. If a News Writer who is required to work on a scheduled day off, is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of Twenty Dollars (\$20.00) unless his/her assignment is necessitated by the illness of another news writer or editor, which the Company was not aware of forty-eight (48) hours before giving the employee such notification.

12. The Company will not assign a News Writer to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the News Writer within four hours, however if the News Writer is not released within four hours, the News Writer shall receive an additional four (4) hours at his/her straight-time rate.

#### **D. USE OF MATERIALS**

1. Definition of Terms: The term “Materials” includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term “materials produced for the Company” means all materials written, conceived or furnished by a News Writer as part of a News Writer’s routine work or pursuant to any specific assignment by the Company. The term “materials produced on a News Writer’s own time” means all other materials written or conceived by a News Writer.

2. Materials produced on a News Writer’s own time shall belong exclusively to such writer who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company’s use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the five (5) day period is not extended by mutual consent by the Company and the writer, such offer shall be deemed to have been rejected and the writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the writer shall give the Company written notification of the terms of such offer and the Company shall have 48 hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the writer shall be free to conclude negotiations with any third party. If within six (6) months after the Company’s rejection of such offer, the writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a writer to evidence his/her rights to use any of the said materials.

3. All materials produced for the Company, or which a News Writer represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.



## E. AIR CREDITS

1. The Company shall give video credit to the writer of each television program and audio credit to the writer of each radio program of fifteen (15) minutes or longer in duration, except where the special circumstances of the show make it inappropriate to give such credit or where the News Writer prefers otherwise and provided the Union consents.

2. The forms of credit available to the Company for News Writers shall be as follows: Writer(s), Written by, Produced and written by, Written and produced by, Newswriter(s), Documentary script by, Narration written by, Special material written by, Special script material by, Continuity written by, Interview material written by, Special material by.

3. Credit to News Writers shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

4. On a program broadcast two or more times a week where written by the same News Writer, credit need be given only once per week on such programs to said News Writer. Where such credit is not given in any week credits must be given twice in the following week.

5. With respect to a strip news program broadcast six or seven times a week, a News Writer who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays, and a News Writer who is entitled to a credit for services performed only on a Saturday and/or Sunday shall receive his/her credit on one of such days. In no case will credit be given to a writer more than once during a week for any combination of days worked on that strip news program in that week.

6. Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

7. Any News Writer assigned as Acting Editor will be entitled to credit on the same basis and in the same manner as a staff News Editor covered by the New York Staff Radio and Television News Editors Supplement.

## F. COMMERCIAL FEES

1. Radio. News Writers assigned by the Company to write a radio network commercial news program shall receive commercial fees for the writing of such program according to the following schedule:

<u>Program Length</u>	<u>Commercial Fee</u>
0 - 5 minutes	\$ 4.40
Over 5 - 10 minutes	\$ 7.15
Over 10 - 15 minutes	\$10.45
Over 15 - 30 minutes	\$17.05
Over 30 minutes	\$25.30

2. Television. News Writers assigned by the Company to write a television network commercial news program or television network commercial documentary program, except programs covered by Paragraph 4 below, shall receive commercial fees for the writing of such program according to the following schedule:

<u>Television Program Length</u>	<u>Commercial Fee</u>	
	<u>News Programs</u>	<u>Documentary Programs</u>
0 - 5 minutes	\$ 8.00	\$ 9.25
Over 5 - 10 minutes	13.75	16.25
Over 10 - 15 minutes	19.50	24.25
Over 15 - 30 minutes	32.25	43.00
Over 30 - 60 minutes	46.50	57.25
Over 60 minutes	53.25	63.25

3. Election, Convention and Space Shot Fees. Any News Writer who is assigned by the Company to write political party convention coverage, election night coverage or space shot coverage for any network commercial radio or television program, or both, other than a regular news program, shall be entitled to receive for performing such assignment a fee in the amount of \$9.35 per broadcast day in addition to any other fees or additional compensation to which he/she may be entitled.

4. Simulcasts. Each News Writer assigned by the Company to write a network program for simulcast shall, if both the radio and television programs are commercially sponsored, receive a total fee of 133-1/3% of the applicable television program fee (if only one medium is sponsored, he/she shall receive the appropriate rate for that medium as set forth in Subparagraph 1 or 2 of this Paragraph F).

5. Multiple Program Rate. The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

<u>A.</u> <u>Number of Program Broadcasts Per Week</u>	<u>B.</u> <u>Applicable Multiple of Single Program Rate</u>
2	1-3/4
3	2-1/4
4	2-3/4
5	3
6	3-1/4
7	3-1/2

If any one commercial program is broadcast more than one day per week, the writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different News Writers are assigned to such programs on different days of the week, the fee shall be divided among them pro rata.

In the case of “saturation-type” programming, such as the Texaco programming on ABC as of June 21, 1956, where two or more programs of equal length sponsored by the same sponsor are broadcast on the same day, whether or not such programs are broadcast more than one day per week, each News Writer who writes more than one such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by him/her during such week.

6. General. The fees provided in this Paragraph F are to be paid to News Writers for the writing of network commercial news programs but not for the editing of programs or the writing of two (2) bulletins or less. Where two (2) or more News Writers are assigned to a single broadcast, the fees provided in this Paragraph F are to be paid jointly to such writers and not severally to each writer. In the case of a news insert in a program, the amount of the fee is to be determined by the length of the insert, not the length of the program. In no event shall commercial fees be payable on any local program.

7. Co-op Programs. A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a News Writer writes only opening, closing, promotional, public service, and/or other “filler” material for a co-op program, which material is broadcast on the network during the period(s) when local commercial announcement(s) or other local announcement(s) may be or are broadcast by local station(s), such News Writer shall not be entitled to any commercial fee for such program.

8. For the initial network commercial broadcast of any program which was written by a staff News Writer(s) employed hereunder and originally broadcast on a basis requiring no commercial fee, the Writer(s) of such program (whether or not still in the employ of the Company) shall be paid for such program 100% of the then applicable commercial fee.

## **G. SENIORITY LIST**

Employees hired as News Writers will be placed on one (1) of five (5) seniority lists (“Good Morning America”, NewsOne, Network Television Newswriters, Radio Network, Local TV); and will accrue seniority only on that list. News Writers and Editors hired before March 2, 1977 will retain their seniority on one (1) master list as heretofore.

It is understood that employees on one of the five (5) separate seniority lists will not be transferred from one shop to another against their will.

At WABC-TV, Editors and Newswriters shall be placed on one seniority list.

## **H. COMPENSATION FOR ADDITIONAL DUTIES AS PRODUCER**

If a staff News Writer is asked by the Company to serve as the Producer of a program in addition to his/her duties as a News Writer on the program, compensation in addition to his/her staff salary as a News Writer and minimum commercial fee (if any is required) will be negotiated with such writer. Nothing herein shall be deemed to require that a Producer be assigned to each program. If the Company chooses to assign a staff News Writer to perform duties in the capacity of “field producer”, no compensation in addition to the News Writer’s staff salary need be negotiated.

## **I. SIDELETTERS**

The following are those Sideletters which are specifically applicable to New York Staff News Writers.

### **Sideletter #1**

In connection with the New York Staff News Writers Supplement Agreement of even date, the following will confirm our understanding that where both staff and freelance writers are employed on a strip news program it is not the intent of the Company to give assignments to the freelance writers for the purpose of avoiding overtime for the staff writers.

### **Sideletter #2**

[Deleted.]

### **Sideletter #3**

This will confirm our understanding concerning the exercise of editorial judgment in editing.

A. It is understood that the duties of newswriters include, in varying degrees from shop to shop, the exercise of editorial judgment in the supervision of editing of recorded news material for broadcast. However, other persons who prepare material for their own on-air delivery, or who are editorially responsible for the content of the material being edited may also be assigned to perform such duties and are not covered by the terms and provisions of this Agreement, but such assignments will not be based on considerations that have not been used in making such assignments in the past in the shop in question. Further, it is understood that a department head or a manager may, as incident to his normal duties, select recorded material, or portions thereof, for news broadcast purposes and not be covered by this Agreement.

B. Notwithstanding any restrictions contained in the above paragraph or elsewhere in the National Agreement, at NewsOne and WABC-TV where newswriters during the 1999-2002 National Agreement have exercised editorial judgment in the supervision of editing recorded news material for broadcast, nothing shall require such exercise only by WGA-represented newswriters or restrict others at any time from exercising such judgment in connection with the operation of keyboards, other input devices and equipment which are part of a newsroom computer system utilized for editing news material. At WABC-TV, however, if the operation of equipment on which the editing is to be performed is within the exclusive jurisdiction of another union, the practices regarding the supervision of the editing of recorded news material shall continue.

The Company, however recognizes the valuable skills, judgments and abilities that its WGA-represented newswriters have utilized in the past in the exercise of editorial responsibility at NewsOne and WABC-TV. Accordingly, the Company agrees to employ such individuals in a way under this new editing technology that permits the opportunity for these individuals to continue to exercise their editorial skills, judgments and abilities, on a non-exclusive basis, as and after such newsroom operations convert to new computer editing technology during the term of 2002-2005 National Agreement.

#### **Sideletter #4**

This will confirm our understanding concerning the assignment of Newswriters to write material for teletext:

It is agreed that newswriters covered by this Agreement will write news material, as assigned, for teletext during its experimental period.

This agreement is without prejudice to either party's position concerning jurisdiction over the writing of news material for teletext.

#### **Sideletter #5**

Employees involved in the preparation of material for broadcast may perform non-exclusive technical duties in connection therewith.

Having bargained fully in 2002 with respect to the performance of non-exclusive technical duties, the parties recognize that the performance of such duties was limited to the operating of nonlinear editing equipment and associated peripheral equipment (e.g. "AVID") and the off-air operation of technical equipment in radio, including recording, dubbing, editing, and off-air mixing and playback of recorded news material.

Because the parties were unable to forecast what other non-exclusive technical duties may be assignable in the future, the Company agrees to give prior notice to the Union of the existence of such assignable duties. In addition, the Company agrees to discuss such new duties with the Union, giving good faith consideration to the Union's concerns, needs and suggestions, prior to assigning such duties.

The Company will provide appropriate training and an adequate period of familiarization in the use of such technical equipment. However, inability of an employee on staff as of March 1, 1981 to perform such duties after a good faith effort to do so shall not be a basis for discipline of such employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

#### **Sideletter #6**

#### **Sixth And Seventh Day Payments**

This will confirm our understanding that the Company will honor a Newswriter's request to convert a payment for work on a sixth or seventh day to a comp day plus 1/2 times payment in cash for the first eight hours worked and 1 1/2 times payment for hours worked in excess of eight. Such request must be made on the time sheet which includes such sixth or seventh days or the employee will be paid for the day. Comp days will be scheduled at a mutually satisfactory time. It is understood, however, that if in the responsible view of management the employee can only be replaced with difficulty, that such compensatory day may, at management's election, not be scheduled.

In the event that such comp days are not taken within six months of their having been earned, the employee will be paid forthwith at straight-time for such comp days.

#### **Sideletter #7**

The addition of language in the 1987 negotiations to two CBS Supplements concerning consecutive days off shall not affect any practices existing under this Appendix/Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

#### **Sideletter #8**

[Deleted.]

#### **Sideletter #9**

In connection with those persons who write and broadcast their own material pursuant to the exception found in Appendix B, Paragraph A(3) and Appendix E, Paragraph A(3), the Guild and the Company have agreed that such exception shall include persons who:

- (i) write their own news material for broadcast and which may be subsequently broadcast by others, or
- [ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or
- (iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the coverage is from the studio, “covering a story” shall mean that the reporter has had recent ongoing involvement with the story, or makes a significant independent effort in developing the story.

With respect to local television only, no newswriter on staff at WABC-TV as of March 2, 1986, will be laid off as a direct result of the Company’s implementation of (iii) in that shop. The term “direct result” as used herein shall mean that the writing functions that are expressed in (iii) above have been implemented to the extent that such use has resulted in a one-for-one displacement of a bargaining unit employee who would not have, but for such use, been otherwise displaced (i.e., the Guild can establish that reporters are performing such writing functions on a forty (40)-hour-a-week basis, inclusive of a one-hour meal period, which has permitted the Company to eliminate one staff newswriter job.)

**Sideletter #10**

[Deleted.]

**Sideletter #11**

**Good Morning America**

1. The parties agree that at Good Morning America, the Company may assign the preparation of a “briefing note” or “segment note,” or any parts thereof, or suggested interview questions to persons who are not covered by the Agreement when doing so meets operational needs.

2. The Company recognizes the valuable contributions that newswriters on Good Morning America have made on a non-exclusive basis as Segment Producers in the past. Accordingly, the Company agrees that it shall not during the term of this Agreement layoff any newswriter working at Good Morning America as of the effective date of this Agreement as a direct result of the rights set forth in this Sideletter. In order to clarify the extent of the no layoff commitment set forth in this paragraph, the parties agree that regardless of the nature, content, length and method of delivery of briefing and segment notes, all such written material used on Good Morning America that provides any background information and suggested questions shall be considered briefing notes and segment notes for purposes of this provision.

## **Sideletter #12**

### **Newsone**

During the course of the 2002 negotiations, the parties discussed the performance of certain duties in the NewsOne operation that are not enumerated in the Agreement and that have been traditionally performed by others at ABC Network News and at other news gathering organizations. It is therefore agreed that notwithstanding anything to the contrary in the Agreement, whether or not enumerated, or as the result of any past practice, or any arbitration award, the only exclusive jurisdiction of the Writers Guild at NewsOne, as the result of the 2002 negotiations, shall be covered writing, as defined in Appendix B, Paragraph A, subject to the provisions applicable to NewsOne in General Sideletter G and Sideletters 3 and 9 of Appendix B. All other duties, including the writing of abstracts (in accordance with Arbitrator Haber's January 29, 1990 Opinion and Award) may be performed by persons who are not represented by the Writers Guild.

2. Effective December 14, 2007, NewsOne Newswriters shall receive the Acting Editors fee for the hours the Newswriter performed the Acting Editor duties as per Appendix B, Sideletter #8 and all relevant supplements.

## **Sideletter #13**

[Deleted.]

## **Sideletter #14**

### **Home Phone Calls**

During the course of the 1993 negotiations, the parties discussed the issue of telephone calls to employees at home to discuss matters which could appropriately be discussed during working time. However, the parties recognize that given the nature of the duties performed by Guild-represented employees, it is appropriate under certain circumstances to telephone employees at home.

As a result of these discussions, the Company agrees to utilize its best efforts to eliminate telephone calls to employees at home during non-working time, except when the circumstances of the matter to be discussed could not reasonably be delayed until the employee is on working time.

## **Sideletter #15**

### **Four-Day Workweek**

Within a reasonable period of time following the completion of the 1996 negotiations, the parties will meet to discuss the feasibility of implementing a four-day workweek with an emphasis on Graphics and Good Morning America.



The parties agree that any decision to implement such a program shall be mutual. A decision on the part of the Company not to implement such a program will not be subject to Article IX of the Agreement.

#### **Sideletter #16**

This will confirm our understanding that the Decision and Award of Arbitrator Wittenberg dated November 26, 2001 in the ABC NewsOne case shall be null and void.

#### **Sideletter #17**

In New York Network Radio only, in the event an employee calls in sick, the Company will make best efforts to replace the absent employee subject to time exigencies and specific operational considerations.

#### **Sideletter #18**

### **Special Provisions for WABC-TV Staff Show and Sports Segment Producers**

The following shall apply with respect to any staff show producers and staff sports segment producers for news programs at WABC-TV covered by this Agreement by virtue of performing writing services within the exclusive jurisdiction of this Agreement (hereinafter "Producers"), provided the Company offers such Producers a personal services contract including the following: (i) an annual salary of not less than \$140,000 for Producers in such positions as of January 26, 2010 and \$120,000 for Producers first engaged under a personal services contract after January 26, 2010; and (ii) a minimum term of fifty-two (52) weeks (with cycles, notice and other provisions to be freely negotiable between the Station and the Producer), subject to the minimums set forth below.

- a. In light of the professional nature of their job duties and because of the additional responsibility that accompanies being in charge of news shows, Producers shall be expected to work the hours of salaried employees. The minimum salary set forth above shall be in lieu of all other fees, penalties or other compensation provided for in the WGA-ABC National Agreement, including, but not limited to, night shift differential and overtime. If at any time in the good faith opinion of a Producer and the Guild, the Producer is given an unreasonable workload, General Sideletter I (Work Load Committee) shall apply. If the matter is not resolved through the Workload Committee, it may be taken up under the grievance machinery. Any discussion or resolution shall take into account that the Station provides news to the public not only at set show times, but also provides extended, special and breaking news coverage as events dictate, as well as coverage of special events. In addition, there are times when sick calls and other unanticipated absences require Producers to fill-in as needed.

- b. For work on sixth (6th) or seventh (7th) days, Producers shall receive a compensating day off to be scheduled with the Station at a mutually agreeable time.
- c. The minimum cycle in any personal services contract for a Producer in such position as of January 26, 2010 shall be twenty-six (26) weeks and the minimum cycle for a Producer hired after January 26, 2010 shall be thirteen (13) weeks.
- d. The minimum notice of cancellation of a Producer's personal services contract shall be six (6) weeks.
- e. In lieu of Article VIII and Article XXIII, Sideletter F relating to severance, layoff and discharge, and in lieu of any other remedies, the following provisions shall apply to Producers at WABC-TV:
  - 1) any such Producer who is laid off or discharged (other than for insubordination, dishonesty, reporting to work intoxicated or under the influence of illegal drugs, or gross misconduct) will be entitled to severance pay computed on the basis of two weeks' pay at the Producer's negotiated weekly salary rate for each year of covered staff service, provided such employee executes an Agreement and General Release prepared by and satisfactory to the Company. In no event shall a producer receive more than ninety-two (92) weeks of severance pay at the base weekly salary for Newswriters set forth in Appendix B, Section B.1 for each year of covered staff service.
  - 2) If any individual holding the position of Producer at WABC-TV as of the effective date of the successor agreement to the 2005-2010 WGA-ABC National Agreement does not accept the Station's offer of a personal services contract as described above, or if the Station does not extend such an offer, the Station will reassign the individual to perform solely newswriter duties at the applicable newswriter base salary set forth in Appendix B, Section B(1).
  - 3) There shall be a separate seniority list consisting of only WABC-TV Producers which shall be utilized in case of layoff, if any, with respect to such Producers. In the event that WABC-TV eliminates any Producer position(s) because of a reduction in force, the Company shall layoff from the above-referenced seniority list in accordance with the layoff procedure set forth in Article XXIII, Sideletter F.

#### **Sideletter #19**

#### **WABC-TV Training Stipend**

The 2010-2013 WGA-ABC National Agreement provides for a Seniority list consisting of only WABC-TV Producers which shall be separate from the Seniority list for WABC-TV Newswriters (including Assignment Editors). In connection with such change, and should

there be any layoff among WABC-TV Newswriters, the parties have agreed that any Staff Newswriter employed as of the date of ratification of the 2010-2013 WGA-ABC National Agreement who would not have been laid off but for such change, shall be paid a training stipend in the amount of Ten Thousand Dollars (\$10,000) upon layoff.

## **APPENDIX C - CONTINUITY WRITERS**

In addition to the applicable terms and conditions of employment listed in the general provisions of this National Agreement, the following provisions are specifically applicable to New York Continuity Writers:

### **A. SCOPE OF AGREEMENT**

This Agreement applies to and is limited in its application to all Staff Radio and Television Continuity Writers (who write script, continuity and other literary materials designed to be broadcast) employed by ABC, Inc., New York, New York, excluding writers employed principally for writing for electrical transcriptions, or for writing items of news, special events, or publicity, or for writing principally for short wave, or experimental broadcasting, or other experimental purposes, and department heads, managers, or immediate assistants to department heads or managers, and all other supervisors as defined in the Act.

The term "Staff Radio and Television Continuity Writers" (which staff writers are hereinafter sometimes called the "Writers", the "Writer", "the Staff Writer", or the "Staff Writers") shall mean all persons employed on the staff of the Company in New York City on salary, to write script, continuity, and other literary materials designed to be broadcast, whether live or pre-recorded. The term "Staff Writers" shall not include department heads, managers, or their immediate assistants, who do not regularly write script, continuity and/or other literary materials designed to be broadcast. The making of suggestions to others and/or the making of minor or incidental changes and/or revisions in scripts written by others shall not be construed as the performance of writing services within the scope of this Agreement.

The Company will not ask Continuity Writers to write commercial copy. Simulated commercial copy written for program presentations and auditions shall not be construed as commercial copy so long as it is not broadcast.

### **B. CHANGE IN BARGAINING UNIT**

It is agreed that the scope of this contract is without prejudice to any claim which may hereafter be asserted by the Union or the Company that the bargaining unit be different, or wider in scope or larger in extent, but no such claim shall affect the validity of this Agreement.

### **C. DEDUCTIONS**

No deductions directly or indirectly shall be made from the staff salaries of staff writers or from their share of proceeds of subsidiary rights as hereinafter provided, except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for group insurance, hospitalization and other employee benefits where mutually agreed upon between the writer and the Company.

#### D. COMMERCIAL FEES

1. Each writer assigned by the Company to write a commercial radio program, if such program is of the type covered by the 1981 WGA Radio Freelance Minimum Basic Agreement, shall receive a commercial program fee of not less than the following amount:

	<u>1 per week</u>	<u>2 per week</u>	<u>3 per week</u>	<u>4 per week</u>	<u>5 per week</u>	<u>6 per week</u>
5 min or less	\$ 52	\$ 79	\$100	\$121	\$135	\$149
Over 5 to 10 min	58	103	135	163	180	201
Over 10 to 15 min	114	156	201	239	271*	297
Over 15 to 30 min	226	292	367	430	479	530
Over 30 to 45 min	271	426	530	620	690	759
Over 45 to 60 min	372	567	696	807	898	988
Over 60 min	392					

\*For writing scripts acquired from the same writer or writers for use on Serials, broadcast as five 15-minute programs per week: for the five scripts, \$180.00.

All of the above rates are subject to 20% discount where the writer or writers have a 13-week non-cancelable guaranteed contract.

2. Each writer assigned by the Company to write a commercial television program, if such program is of the type covered by the 1981 Writers Guild of America Network Basic Agreement, shall receive a commercial program fee of not less than 75% of the appropriate rate set forth in such freelance agreement.

3. Each writer assigned by the Company to write a program for simulcast, shall, if both radio and television programs are commercially sponsored, receive a total fee of no less than 1 1/3 times the applicable fee for the television program; (if only one medium is sponsored, he/she shall receive no less than the appropriate fee for the medium as set forth in (1) or (2) of this Paragraph D), provided, however, that nothing in this subparagraph shall be construed so as to reduce the fees which any writer may have individually negotiated.

4. In the event a writer is writing a commercial program as of the date of this Agreement, he/she shall receive for such services the scale set forth above or his/her present fee, whichever is higher, and such higher fee shall apply so long as the program is written by the same writer, sponsored by the same sponsor, and broadcast by the same Company.

5. If any commercial program is discontinued and later reinstated by the Company during the term of this Agreement, the writer shall receive the scale set forth in subdivision (1) of this Paragraph D, or the highest fee paid during the five year period next preceding the program's reinstatement, whichever is greater, provided that the same writer, the same program, the same sponsor, and the same broadcasting company are involved. All of the elements set forth in this subdivision (5) must be present, however, for this provision to apply.

6. In the event that any script written for the Company by a staff writer after April 1, 1956, and broadcast initially on a sustaining basis is thereafter broadcast on a commercial basis, the staff writer whether or not he/she is still in the employ of the Company shall be paid as a commercial fee 100% of the then applicable scale, provided that no writer is paid a commercial fee for rewriting such material.

In the event that any script written for the Company by a staff writer between January 1, 1954 and March 31, 1956, and broadcast initially on a sustaining basis, which was not broadcast on a commercial basis prior to April 1, 1956, is thereafter broadcast on a commercial basis, the staff writer whether or not he/she is still in the employ of the Company shall be paid as a commercial fee fifty percent (50%) of the then applicable scale, provided that no writer is paid a commercial fee for rewriting such material.

7. Where more than fifty percent (50%) of the program is intended to consist of material written by a writer covered by this Agreement, the time bracket applicable to such material shall be measured by the length of the program, but where fifty percent (50%) or less is intended to consist of material written by a writer covered by this Agreement, the time bracket applicable to such material shall be measured by the time actually consumed by such material; provided, however, that in the case of a program of thirty (30) minutes or less the minimum time bracket shall be deemed to be one-third (1/3) of the program time, and in the case of a program in excess of thirty (30) minutes the minimum time bracket shall be deemed to be fifteen (15) minutes regardless of the number of minutes of writing.

8. Commercial fees paid to the writers shall be in addition to, and not in lieu of, their basic staff salary, except that in any week in which a writer receives commercial earnings from any source, his/her basic staff salary shall be reduced by an amount equal to twenty-five percent (25%) of such commercial earnings, but in no event shall his/her staff salary be reduced below \$72.50 per week, provided, however, that no such reduction shall be applied to such staff salary by virtue of any commercial earnings with respect to television programs. In the event that the Company assigns a staff writer to one or more commercial radio programs for a period of one or more weeks, if the aggregate commercial script fees that would be payable under the WGA Freelance Radio MBA less a discount of twenty (20%) percent would exceed the writer's aggregate basic weekly salary for such period of weeks, the Company may discontinue the sustaining staff services of the writer and his/her weekly staff salary during such period of weeks. For services on such commercial radio programs, the writer shall then be entitled to the applicable fees provided in the WGA Freelance Radio MBA, subject to a discount of twenty percent (20%), and shall be entitled to the rights in material provided under such agreement. During each week in which the writer is assigned to commercial radio programs hereunder, the writer shall be entitled to receive an amount equal to the amount of his/her weekly staff salary as an advance against his/her fees, the balance of such fees, if any, being payable within eleven (11) days after the delivery of the final

script, as provided in the WGA Freelance Radio MBA. The writer shall otherwise remain in the staff employment of the Company and shall retain all contract privileges and staff benefits, except staff salary to the extent provided above.

A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a writer writes only opening, closing, promotional, public service, and/or other “filler” material for a co-op program, which material is broadcast on the network during the period(s) when local commercial announcement(s) or other local announcement(s) may be or are broadcast by local station(s), such writer shall not be entitled to any commercial fee for such program.

9. This Section D shall not apply to literary material which, although distributed by the Company as promotional material, is used by a local station within a commercial program.

**E. SALARIES**

1. Staff Writers employed by the Company shall be employed at the following minimum salaries:

<u>Months of Employment by Company as News Writer</u>	<u>Salary Per Week</u>		
	<u>Rates in effect as of 4/12/10</u>	<u>Effective 4/25/11</u>	<u>Effective 4/12/12</u>
Junior Writer Local Writer	\$ 651.00	\$ 664.00	\$ 677.00
0 - 2 years	\$1,190.00	\$1,214.00	\$1,238.00
2 - 3 years	\$1,263.00	\$1,288.00	\$1,314.00
Over 3 years	\$1,446.00	\$1,475.00	\$1,505.00
Net. Promotion Producer/Writer			
0 - 2 years	\$1,190.00	\$1,214.00	\$1,238.00
2 - 3 years	\$1,263.00	\$1,288.00	\$1,314.00
Over 3 years	\$1,380.00	\$1,408.00	\$1,436.00
Sr. Producer/Writer	\$1,446.00	\$1,475.00	\$1,505.00

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

Any writer who as of February 1, 1999 was receiving a staff salary in excess of the then applicable minimum, but not more than Seventy-Five Dollars (\$75) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

2. After one (1) year's employment as a Junior Writer, the writer shall be promoted to the position of Senior Writer or to the position of Local Writer or Network Promotion Writer.

3. A Local Writer is a writer engaged principally for writing promotional material designed to be broadcast locally and/or any material for local broadcasting. A Network Promotion Producer-Writer is a writer engaged principally for writing promotional material designed to be broadcast on the network.

4. Any staff writer who at the time of his/her employment has had one (1) year or more of professional staff writing experience with a major network company or who has written on a freelance basis two or more scripts which have been broadcast on a national network, or who has had writing experience which, in the opinion of the Company, is equivalent thereto, shall be employed as a Senior Writer or as a Local Writer or Network Promotion Producer-Writer at not less than the minimum for such position as hereinabove specified.

5. The Company agrees to notify the Union promptly after the employment of any Employee hired under the terms of this Agreement. Such notification shall include the placement of the Employee on the salary escalator.

## **F. HOURS**

Because of the professional nature of the work performed by the writers, it is agreed that no commitment shall be made at this time with respect to the number of hours that writers may be employed in each day or week. If, at any time in the opinion of a writer or the Union, such writer is required to work an unreasonable number of hours during any day or week, or is given an unreasonable work load, the matter shall be taken up under the grievance machinery hereunder.

## **G. MATERIALS DEFINITIONS**

The following terms shall have the meaning ascribed to them in this Paragraph I wherever such terms are used in Paragraphs J, K, L, M, N and O hereof.

1. The term "Materials" includes all scripts, continuities, poems, plots, titles, characters, ideas and literary work of whatever nature.



2. The term “broadcast materials” includes all materials written, furnished, or intended for use in radio and television broadcasting.

3. The term “non-broadcast materials” means all other materials.

4. The term “materials produced for the Company” means all material written, conceived or furnished by the writer as part of the writer’s routine work or pursuant to any specific assignment by the Company.

5. The term “materials produced on writer’s own time” means all other materials written or conceived by the writer.

## **H. NON-BROADCAST MATERIALS**

Non-broadcast materials produced on the writer’s own time shall belong exclusively to the writer who shall retain full title herein, legal and equitable, and shall have the right at any time to use or dispose of such material for his/her own complete benefit and advantage. The Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a writer to evidence his/her rights to use any of the said materials.

## **I. MATERIALS PRODUCED FOR THE COMPANY**

All materials produced for the Company, or which the writer represents to the Company as having been produced for the Company, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

## **J. MATERIALS PRODUCED ON WRITER’S OWN TIME**

All broadcast materials (as defined in Paragraph I above) produced on the writer’s own time shall belong exclusively to the writer who shall retain full title therein legal and equitable and shall have the right, at any time, to use or dispose of such materials for his/her own complete benefit and advantage; provided, however that during the term of his/her employment before the writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company’s use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the five (5) day period is not extended by mutual consent of the Company and the writer, such offer shall be deemed to have been rejected and the writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding

Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the writer shall be free to conclude negotiations with any third party. If within six (6) months after the Company's rejection of such offer, the writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a writer to evidence his/her rights to use any of the said material.

It is further provided that where a writer claims to have produced such broadcast materials on his/her own time he/she must within ten (10) days of the creation thereof in order to have a basis for any claim against the Company for use thereof by the Company, submit a written statement to the Company as to what material has been created and the circumstances under which it was created; and further provided that this paragraph shall not apply to any script for a program to which he/she is then assigned as part of his/her staff duties.

#### **K. PACKAGE SERVICES**

The Company may, at its option, permit a staff writer to furnish materials or to perform services as an individual or as part of a package show for any sponsor, agency or other person. If in the opinion of the Company in any such instance the staff writer is unable to adequately perform his/her staff duties in addition to the services he/she performs for the sponsor, agency or other person, the Company agrees to so notify the writer and, in the event the writer does not discontinue his/her services for such sponsor, agency or other person, the Company may remove the writer from its staff, or at its option, give the staff writer a leave of absence without pay upon such terms and conditions as the circumstances warrant.

#### **L. AIR CREDITS**

The Company shall give video credit to the writer for each television program he/she writes and audio credit to the writer for each radio program of fifteen minutes or longer he/she writes except where the special circumstances of the program make it inappropriate to give such credit, or where the writing is limited to routine lead-ins or lead-outs or similar continuity of a routine nature, or where the writer prefers otherwise (and provided the Union consents). On a program broadcast two or more times a week where written by the same writer, credit need be given only once a week on such programs to such writer. Where such credit is not given in any week, credits must be given twice in the following week. Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

## **M. MATTERS NOT SPECIFICALLY COVERED**

Both parties agree that matters not specifically covered by this Agreement shall not be subject to collective bargaining during the term of this Agreement.

## **N. TRANSFER**

Any staff writer transferred within the Company from one New York writing operation covered by a collective bargaining agreement with the Union to another such operation covered by a collective bargaining agreement with the Union shall retain his/her seniority standing and benefits.

The Company will notify the Union of any promotion or transfer of any staff writer out of the unit.

The Company agrees to notify the Union promptly after the employment of any writer hired under the term of this Agreement.

## **O. REPLACEMENT**

Where a staff writer is hired to replace another employee in a specific job, the writer so hired must be in the same category as the writer who is being replaced, provided that the Company retains the right to hire a Junior Writer as specifically set forth in Paragraph E of this Agreement.

## **P. FILM ASSIGNMENTS**

It is agreed that the Company is not presently assigning any of its staff continuity writers to write material for film television programs. The Company agrees to notify the Union promptly of its decision to make any such assignment, and to commence bargaining with the Union, if the Union so requests, within ten (10) days after receipt of notice of such request from the Union. The Company agrees to continue to meet with the Union and to bargain in good faith with respect thereto. If no agreement is reached with respect to such assignments within sixty (60) days after the Company notifies the Union of its decision to make any such assignment, the Company agrees that it will discontinue such assignments, if made, and that it will not thereafter assign or hire any staff Continuity Writers to write material for film television programs during the term of this Agreement unless and until an agreement is reached between the Company and the Union with respect to such assignments.

## **Q. COMPENSATION FOR ADDITIONAL DUTIES AS PRODUCER**

If a staff Continuity Writer is asked to serve as the producer of a program in addition to his/her duties as a writer on the program, compensation in addition to his/her staff salary and minimum commercial fee (if any is required) will be negotiated with the writer.

## **R. SIDELETTERS**

The following are those Sideletters which are specifically applicable to N.Y. Continuity Writers.

### **Sideletter #1**

In connection with the category of "Network Promotion Producer-Writer" in the ABC Staff Continuity Supplement Agreement, it is understood that employees in such category do not have exclusive jurisdiction over the performance of producer duties.

Employees in the category of "Network Promotion Producer-Writer" or "Local Writer" who are regularly assigned to production duties in connection with television promotional announcements, will be paid a fee of \$25 per week.

### **Sideletter #2**

The Company and the Guild have agreed that at WABC-TV the Director of Creative Services and the Assistant Director of Creative Services in the Promotion/Continuity Department may write and edit copy, provided that the persons filling those job titles are engaged primarily to perform managerial/supervisory duties.

The Company will not lay off any of the bargaining unit persons employed as of March 2, 1987 as the result of the Company's implementation of the right to perform unit work with management personnel.

### **Sideletter #3**

#### **Non-Exclusive Technical Duties**

Employees involved in the preparation of material for broadcast may perform non-exclusive technical duties in connection therewith.

Having bargained fully in 2002 with respect to the performance of non-exclusive technical duties, the parties recognize that the performance of such duties was limited to the operating of nonlinear editing equipment and associated peripheral equipment (e.g. "AVID").

The Company agrees to give prior notice to the Union of the existence of such non-exclusive technical duties to which such employees may be assigned. In addition, the Company agrees to discuss such new duties with the Union, giving good faith consideration to the Union's concerns, needs and suggestions, prior to assigning such duties.

The Company will provide appropriate training and an adequate period of familiarization in the use of such technical equipment. However, inability of an employee on staff as of March 1, 1981 to perform such duties after a good faith effort to do so shall not be a basis for discipline of such employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

#### **Sideletter #4**

##### **Availability Fee**

In consideration of a staff continuity writer's availability for extended assignments, he/she will receive a special payment of One Hundred and Thirty Dollars (\$130.00) per week of work. In addition to the weekly salary specified in Paragraph E(1) of this Appendix C and any overscale payments currently being made to such staff continuity writer employed as of February 1, 1996.

The special payment will not be paid during a writer's vacation, on a holiday or on any other paid days not worked.

**APPENDIX D - WASHINGTON D.C. – STAFF TELEVISION  
ASSIGNMENT EDITORS**

In addition to the applicable terms and conditions of employment listed in the general provisions of this National Agreement, the following provisions are specifically applicable to the Washington D.C. Staff Television Assignment Editors:

**A. SCOPE**

1. This Agreement applies to Staff Television Assignment Editors employed by the Company in its Washington News Bureau. The term “Staff Television Assignment Editors” shall mean all persons employed on salary who are in direct charge of the television assignment desk and of the coverage of the news and its output. The duties of Staff Television Assignment Editors shall include the writing of news material as defined in Appendix E, Paragraph A.

2. The Company agrees to notify the Union promptly after the employment of any Television Assignment Editor under the terms of this Agreement.

3. The Company agrees that except in News emergencies, department heads, managers and Assignment Managers or other supervisors will not perform the duties of Staff Television Assignment Editors. However, this paragraph will not apply to up to two (2) Assignment Managers.

**B. SALARIES**

1. Staff Salaries: The Company agrees that Television Assignment Editors shall be paid not less than the following staff salaries:

	<u>Salary Per Week</u>	
<u>Rate in effect</u>	<u>Effective</u>	<u>Effective</u>
as of 4/12/10	4/25/11	4/12/12
\$1,654.00	\$1,687.00	\$1,721.00

Any employee who, as of February 1, 1999 was receiving a staff salary in excess of the then applicable minimum, but not more than Seventy-Five (\$75) Dollars in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

2. Night Shift Differential: For each hour worked between Midnight and 6:00 a.m. each News Editor so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

3. All of said salaries shall be paid bi-weekly.

### **C. WORK WEEK, WORK DAY AND OVERTIME**

1. The regular work week shall consist of forty (40) hours in five (5) days (inclusive of any meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime for all hours worked in excess thereof. If it is not already the practice, overtime will be computed in ¼ hour units.

The Company will provide such employees a paid meal period of one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of one hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of forty dollars (\$40) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, any paid meal period (not worked) shall not count as time worked for purposes of calculating overtime.

Sick Days, Short-Term Illness Leave, compensating days, vacation days or any other time not worked shall not count as time worked for the purposes of computing overtime.

2. Each Television Assignment Editor shall be granted two (2) days off during each work week which days off shall be consecutive. Saturday and Sunday as days off shall be considered as consecutive for this purpose.

The Company agrees to schedule as consecutive hours the hours worked by Employees during any day. If an Assignment Editor is required by the Company to report for work on any day in excess of five (5) days in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day.

3. If a Television Assignment Editor is required by the Company to report for work on any day sooner than twelve (12) hours after the completion of his/her previous shift, he/she shall receive penalty pay of half time per hour for the hours worked within the period which ends twelve hours after the conclusion of his/her last staff assignment. Time off for Television Assignment Editors shall be scheduled so that a single day off will permit a Television Assignment Editor to be continuously absent from employment not less than thirty-six (36) hours, and two (2) consecutive days off will permit such continuous absence not less than sixty (60) hours. If a Television Assignment Editor is called in before the expiration of such thirty-six (36) hour period or such sixty (60) hour period, he/she shall be paid penalty pay of half time per hour for all hours worked within such thirty-six (36) hour period or such sixty (60) hour period. The penalty pay specified in this Paragraph 3 shall not be offset against overtime.

4. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

5. If at any time in the opinion of a Television Assignment Editor and the Union such Television Assignment Editor is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery hereinafter provided.

6. The Company will post assignment schedules by noon of Friday of the third preceding week. An employee's days off as shown on the posted assignment schedule for the first two weeks will not thereafter be changed for the period of such schedule. The schedule for the third of the three weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

7. If a Television Assignment Editor has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. Additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

8. A Staff Television Assignment Editor who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of Fourteen Dollars (\$14.00) unless the change is necessitated by the illness of another Staff Television Assignment Editor, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

9. If a Staff Television Assignment Editor, who is required to work on a scheduled day off is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of Twenty One Dollars (\$21.00) unless his/her assignment is necessitated by the illness of another Staff Television Assignment Editor, which the Company was not aware of forty-eight (48) hours before giving the employee such notification.

10. The Company will not assign a Television Assignment Editor to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Television Assignment Editor within four hours. However, if the Television Assignment Editor is not released within four hours, the Television Assignment Editor shall receive an additional four (4) hours at his/her straight time rate.



#### **D. USE OF MATERIALS**

1. Definition of Terms: The term “Materials” includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term “Material produced for the Company” means all materials written, conceived or furnished by a Television Assignment Editor’s routine work or pursuant to any specific assignment by the Company. The term “materials produced on a Television Assignment Editor’s own time” means all other materials written or conceived by a Television Assignment Editor.

2. Materials produced on a Television Assignment Editor’s own time shall belong exclusively to such editor who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the Editor shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company’s use of such material. Following the submission of such offer, the Company shall have five (5) business days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the five (5) day period is not extended by mutual consent of the Company and the Editor, such offer shall be deemed to have been rejected and the Editor shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the Editor shall give the Company written notification of the terms of such offer and the Company shall have 48 hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the Editor shall be free to conclude negotiations with any third party. If within six (6) months after the Company’s rejection of such offer, the Editor has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the Editor can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by an Editor to evidence his/her rights to use any of the said materials.

3. All materials produced for the Company, or which a Television Assignment Editor represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

## **E. AIR CREDITS**

It is the intention of the Company that credit shall be accorded to Television Assignment Editors whenever warranted by reason of his/her contribution to a program, unless the editor prefers otherwise. The form or forms in which such credit is to be given shall be determined from time to time jointly by the Company and the Union.

## **F. COMMERCIAL FEES**

1. If a Television Assignment Editor is at any time called upon to write a commercial news program, such Television Assignment Editor will receive the commercial fee which would be payable to a News Writer under the terms of such agreement.

2. For the initial network commercial broadcast of any program which was written by a Television Assignment Editor pursuant to subparagraph 1 of this Paragraph F and originally broadcast on a basis requiring no commercial fee, the Television Assignment Editor who wrote such program (whether or not still in the employ of the Company) shall be paid for such program 100% of the applicable commercial fee.

## **G. SENIORITY**

Effective December 14, 2007, Editors will be placed on one seniority list (Network TV Editors) and will accrue seniority only on that list. Editors and News Writers hired before March 2, 1977, will retain their seniority on one master list as heretofore. It is understood that employees on one of the separate seniority lists will not be transferred from one shop to another against their will.

## **H. COMPENSATION FOR ADDITIONAL DUTIES AS PRODUCER**

If a Staff Television Assignment Editor is asked by the Company to serve as the Producer of a program in addition to his/her duties as a Television Assignment Editor, compensation in addition to his/her staff salary as a Television Assignment Editor and minimum commercial fee (if any is required) will be negotiated with such Editor. Nothing herein shall be deemed to require that a Producer be assigned to each program.

## **I. SIDELETTERS**

The following Sideletters are those Sideletters which are specifically applicable to Washington, D.C. Staff Television Assignment Editors:

### **Sideletter #1**

This will confirm our understanding that the attached list of names represents the WGA employees who were hired before March 2, 1977, and, as long as there is no break in their WGA-ABC employment, they are not subject to the new contract provisions on separate

seniority lists in the following contracts: 1990 WGA New York Staff Newswriters Supplement, 1990 WGA Washington Staff Newswriters Supplement, 1990 WGA New York Staff Radio and Television News Editors Supplement, and the 1990 WGA Washington Staff Assignment Editors Supplement.

WGA Employees Hired Before March 2, 1977

Washington

1. Anita Krichmar

**Sideletter #2**

Employees involved in the preparation of material for broadcast may perform non-exclusive technical duties in connection therewith.

Having bargained fully in 2002 with respect to the performance of non-exclusive technical duties, the parties recognize that the performance of such duties was limited to the operating of nonlinear editing equipment and associated peripheral equipment (e.g. "AVID") and the off-air operation of technical equipment in radio, including recording, dubbing, editing, and off-air mixing and playback of recorded news material.

Because the parties were unable to forecast what other non-exclusive technical duties may be assignable in the future, the Company agrees to give prior notice to the Union of the existence of such assignable duties. In addition, the Company agrees to discuss such new duties with the Union, giving good faith consideration to the Union's concerns, needs and suggestions, prior to assigning such duties.

The Company will provide appropriate training and an adequate period of familiarization in the use of such technical equipment. However, inability of an employee on staff as of March 1, 1981 to perform such duties after a good faith effort to do so shall not be a basis for discipline of such employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

**Sideletter #3**

**Sixth And Seventh Day Payments**

This will confirm our understanding that the Company will honor a News Editor's request to convert a payment for work on a sixth or seventh day to a comp day plus 1/2 times payment in cash for the first eight hours worked and 1 1/2 times payment for hours worked in excess of eight. Such request must be made on the time sheet which includes such sixth or seventh days or the employee will be paid for the day. Comp days will be scheduled at a mutually satisfactory time. It is understood, however, that if in the responsible view of management the employee can only be replaced with difficulty, that such compensatory day may, at management's election, not be scheduled.

In the event that such comp days are not taken within six months of their having been earned, the employee will be paid forthwith at straight-time for such comp days.

#### **Sideletter #4**

The addition of language in the 1987 negotiations to two CBS Supplements concerning consecutive days off shall not affect any practices existing under this Appendix/Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

#### **Sideletter #5**

In the 1987 negotiations concerning adding writing to the duties of News Editors, the Writers Guild expressed concerns about then-current Editors who may not have written for a number of years, or who may never have been Newswriters for the Company. Accordingly, the Company has agreed that any Editor employed on staff as a News Editor as of March 1, 1987, shall be free to make a one time election to decline to perform such duties and that inability of a News Editor to perform adequately such duties after a good faith effort to do so shall not be a basis for discipline of such Employee.

#### **Sideletter #6**

1. During the course of the 2002 negotiations, the parties discussed the performance of certain duties in the NewsOne operation that are not enumerated in the Agreement and that have been traditionally performed by others at ABC Network News and at other news gathering organizations. It is therefore agreed that notwithstanding anything to the contrary in the Agreement, whether or not enumerated, or as the result of any past practice, or any arbitration award, the only exclusive jurisdiction of the Writers Guild at NewsOne, as the result of the 2002 negotiations, shall be covered writing, as defined in Appendix E, Paragraph A, subject to the provisions applicable to NewsOne in General Sideletter G and Sideletters 3 and 10 of Appendix E. All other duties, including the writing of abstracts (in accordance with Arbitrator Haber's January 29, 1990 Opinion and Award) may be performed by persons who are not represented by the Writers Guild.

2. Effective December 14, 2007, NewsOne Newswriters shall receive the Acting Editors fee for the hours the Newswriter performed the Acting Editor duties as per Appendix E, Sideletter #9 and all relevant supplements.

#### **Sideletter #7**

#### **Assignment Editors**

During the course of the negotiations for a successor to the parties' 2005-2010 National Agreement, the Company discussed its on-going plan to more efficiently coordinate the operations of the ABC News Assignment and Logistics Desks in Washington, D.C. in order to eliminate redundancies and achieve a more efficient work flow. As part of that more efficient work flow, managers, supervisors, assignment editors and other employees in these operations may perform a variety of duties including the assignment of correspondents and

camera crews, travel planning, researching, producing, digital news gathering, ingesting, logging and/or editing news material, planning and coordination of news coverage, liaising with all shows and platforms on editorial content, the procurement and assignment of news gathering equipment and training personnel in the use of such equipment.

The Guild and the Company have discussed how efficiencies in the operations covered by this Sideletter are critical to the long-term success of ABC Television News, as well as the valuable contributions that WGA-represented employees have and will continue to make in these operations. As a result, the parties agree that notwithstanding any arbitration awards, grievance settlements, practices or provisions of the National Agreement to the contrary, for reasons of operational efficiency, any person may perform any job function in connection with the more coordinated operations described herein on a non-exclusive basis, provided, however, that job functions covered by Appendices D or E do not constitute such person's overall primary job function. The parties reaffirm that anyone whose overall primary job function is covered by Appendices D or E is covered by this Agreement and is in this bargaining unit.

Further in order to allow WGA-represented employees to participate in the operations covered by this Sideletter, the parties agree as follows:

1. The Company will provide training on Company paid time to staff Assignment Editors that will enable them to perform the functions necessary in the multi-skilled work environment covered by this Sideletter. The parties understand that given the different skills and abilities of each employee, and that because the nature of assignments is not uniform, training may vary from individual to individual.
2. The percentage of staff WGA-represented employees in the operations covered by this Sideletter in Washington, D.C. shall not be reduced below thirty percent (30%) of the number of all staff managers, supervisors, assignment editors and other staff employees engaged in such operations. With regard to any requirement to hire a staff WGA-represented employee pursuant to this provision, the Company shall have a reasonable period of time to do so.

### **Sideletter #8**

#### **Wage Reclassification - Network TV Assignment Editors in Washington**

In lieu of Acting Editor fees, all Assignment Editors at Network Television in Washington, D.C. employed as of the effective date of the successor agreement to the 2005-2010 WGA-ABC National Agreement and all such Assignment Editors in Washington, D.C. with three or more years of service under Appendix D or E shall be paid the wage rates set forth in Appendix D, Section B.1 (\$1,654 per week). Otherwise, such Assignment Editors shall be paid the weekly salary set forth in Appendix E, Section B.1 and continue to receive Acting Editor fees.”

## APPENDIX E – WASHINGTON, D.C. NEWSWRITERS

In addition to the applicable terms and conditions of employment listed in the general provision of this National Agreement, the following provisions are specifically applicable to the Washington Staff News Writers:

### A. SCOPE OF AGREEMENT, DUTIES AND DEFINITION OF TERMS

1. This agreement applies to and is limited in its application to all staff Radio and Television News Writers engaged on the News Room staff of ABC, Inc., in Washington, D.C., to write, re-write, edit, process or prepare news for the Company, excluding news correspondents, persons who prepare or write their own material for broadcast, departments heads, managers, assistant managers, and supervisors as defined in the National Labor Relations Act, as amended.

2. The Company agrees to notify the Union promptly after the employment of any News Writer hired under the terms of this Agreement. Such notification shall include placement of the Employee on the salary escalator.

3. The Company agrees that except in news emergencies, department heads, managers, and assistant managers or other supervisors as defined in the Act will not write news material. However, the Union agrees that nothing in this Agreement covers those persons who write material solely for their own use and do not write material for use by others.

4. News Writers may be required to perform such duties as writing, re-writing, editing, processing and/or otherwise preparing news for ABC radio and television; and also including such duties as News Writers (previously designated as newsroom employees) have been in the practice of performing in the past. News Writers may be required to clear news scripts in connection with network broadcasts.

### B. SALARIES

1. Staff Salaries: The Company agrees that News Writers shall be paid not less than the following staff salaries:

<u>Months of Employment By Company As News Writer</u>	<u>Salary Per Week</u>		
	<u>Rates in effect as of 4/12/10</u>	<u>Effective 4/25/11</u>	<u>Effective 4/12/12</u>
First Year	\$ 734.00	\$ 749.00	\$ 764.00
Third six months	\$1,243.00	\$1,268.00	\$1,293.00
Fourth six months	\$1,324.00	\$1,350.00	\$1,377.00
Two years or more	\$1,528.00	\$1,559.00	\$1,590.00

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

Any News Writer who as of February 1, 1999 was receiving a staff salary in excess of the then applicable minimum, but not more than Seventy-Five Dollars (\$75.00) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

2. Employment as a staff News Writer by any nationwide radio or television network shall be deemed to be employment as a News Writer by the Company in determining the minimum salary applicable under the foregoing schedule to News Writers hereafter engaged.

Employment as a freelance News Writer by American Broadcasting Company, CBS Inc., National Broadcasting Company, Inc., or Mutual Broadcasting System, Inc., to write news programs for network programs shall be deemed employment as a News Writer by the Company in determining the minimum salary applicable under the foregoing schedule to News Writers currently employed or hereafter engaged; provided that the Company shall have been informed of such experience prior to employing such News Writer, and further provided that (a) only employment for thirteen weeks or more on any one news program shall be taken into account, and (b) employment concurrently on two or more programs during any given period shall be taken into account only once for the purposes hereof.

Employment for a period of three (3) years as:

- a. a reporter or rewrite man/woman on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
- b. a News Writer on the staff of A.P., U.P. or I.N.S. in any city of 500,000 population or more, or
- c. a News Writer on the staff of a 50,000 watt radio station in any city of 500,000 population or more, or
- d. a News Writer on the staff of any VHF television station in a city of 500,000 population or more,

shall entitle any News Writer engaged hereunder to at least twelve (12) months credit for purposes of applying the foregoing salary schedule.

3. Acting Editors:

a. Television News Writers:

If a News Writer is assigned to perform assignment, rim or copy editor duties, for each hour he/she is so assigned, he/she is to receive, in addition to his/her regular compensation, the sum of Two Dollars and Eighty Five Cents (\$2.85) per hour.

Any Newswriter employed on or before January 31, 2010 and who received the acting editor fee for at least 125 days during the previous calendar year shall continue to receive the sum of Eighteen Dollars and Eight Cents (\$18.80) for each vacation day and compensatory day and for each day of paid sick leave to which he/she is otherwise entitled, in addition to his/her regular pay for the day.

b. Network Radio News Writers:

If a News Writer is assigned to perform assignment, rim or copy editor duties, for each hour he/she is so assigned, he/she is to receive, in addition to his/her regular compensation, the sum of Two Dollars and Eighty Five Cents (\$2.85) per hour.

Any Newswriter employed on or before January 31, 2010 and who received the acting editor fee for at least 125 days during the previous calendar year shall continue to receive the sum of Eighteen Dollars and Eight Cents (\$18.80) for each vacation day and compensatory day and for each day of paid sick leave to which he/she is otherwise entitled, in addition to his/her regular pay for the day.

Newswriters employed as of December 14, 2007 and assigned to “ops room” work shall receive an acting editor fee in the amount of \$2.60 per hour effective December 14, 2007, but the Company shall not be required to pay an acting editor fee to any new employee hired after December 14, 2007 for the performance of “ops room” work. Newswriters assigned to senior editor, rim editor and assignment functions, however, shall continue to receive acting editor fees in accordance with Appendix B, Section B.3 as designated above for TV newswriters.

4. Night Shift Differential: For each hour worked between Midnight and 6:00 a.m. each News Writer so working is to receive, in addition to his/her regular compensation, a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay.

5. All of said salaries shall be paid bi-weekly.

## **C. WORK WEEK, WORK DAY AND OVERTIME**

1(a). Television News Writers

The regular work week shall consist of forty (40) hours in five (5) days (inclusive of any meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime for all hours worked in excess thereof. If it is not already the practice, overtime will be computed in ¼ hour units.

The Company will provide such employees a paid meal period of one hour during the work day where operations allow. If, in the Company’s sole judgment, operations do not allow the Company to grant an employee a meal period of one hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of forty dollars (\$40) to the employee in addition



to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, any paid meal period (not worked) shall not count as time worked for purposes of calculating overtime

Sick Days, Short-Term Illness Leave, compensating days, vacation days or any other time not worked shall not count as time worked for the purposes of computing overtime.

1(b). Network Radio Employees

The regular work week of News Writers shall consist of forty (40) hours (exclusive of any meal periods) in five (5) days. Employees in Radio will have a work day consisting of eight (8) hours of actual work, exclusive of any meal periods. The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime. If it is not already the practice, overtime will be computed in 1/4 hour units.

The Company will provide such employees an unpaid meal period of at least one-half hour but not more than one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of at least one-half hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of twenty-five dollars (\$25.00) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

2. Each News Writer shall be granted two (2) consecutive days off during each work week, with Saturday and Sunday as days off being considered as consecutive for this purpose; provided that non-consecutive days off may be scheduled by mutual agreement between the Company and the employee. If a News Writer is required by the Company to report for work on any day in excess of five (5) days in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day.

3. The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by News Writers during any day except as, in the opinion of the Company, the nature of its business and emergencies may otherwise require.

4. If a News Writer is required by the Company to report for work on any day sooner than twelve (12) hours after the completion of his/her previous shift, he/she shall receive penalty pay of half time per hour for the hours worked within the period which ends twelve (12) hours after the conclusion of his/her last staff assignment. Time off for News Writers shall be scheduled so that a single day off will permit a News Writer to be continuously absent from employment not less than thirty six (36) hours, and two (2) consecutive days off will permit such continuous absence not less than sixty (60) hours. If a News Writer is called

in before the expiration of such thirty-six (36) hour period or such sixty (60) hour period, he/she shall be paid penalty pay of half time for all hours worked within such thirty-six (36) hour period or such sixty (60) hour period. The penalty pay specified in this Paragraph 4 shall not be offset against overtime.

5. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any one basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

6. If at any time in the opinion of a News Writer and the Union, such employee is required to work an excessive amount of overtime, the matter shall be taken up under the grievance machinery hereinafter provided.

7. The Company will post assignment schedules by noon of Friday of the third preceding week. An employee's days off as shown on the posted assignment schedule for the first two weeks will not thereafter be changed for the period of such schedule. The schedule for the third of the three weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

8. If a News Writer has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

9. The penalty pay provided for in Paragraph 4 above and the additional compensation provided for in Paragraph 8 above shall not be paid in cases which result from work schedules mutually agreed upon by the employees and the Company for the employees' convenience.

10. A News Writer who is notified by the Company subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of Fourteen Dollars (\$14.00) unless the change is necessitated by the illness of another News Writer or Editor, which the Company was not aware of forty-eight (48) hours before giving the Employee such notification.

11. If a News Writer, who is required to work on a scheduled day off, is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of Twenty One Dollars (\$21.00) unless his/her assignment is necessitated by the illness of another staff writer, which the Company was not aware of forty-eight (48) hours before giving the employee such notification.

12. The Company will not assign a News Writer to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the News Writer within four hours. However, if the News Writer is not released within four hours, the News Writer shall receive an additional four (4) hours at his/her straight-time rate.

13. At Radio Network in New York only, an employee who has had at least two (2) weekend day assignments without rotation for more than six (6) consecutive months may request to be taken off the weekend assignment and not reassigned to a weekend assignment for at least six (6) months. The Company shall consider such request based on operational issues and the skills and abilities of the employees.

#### **D. USE OF MATERIALS**

1. Definition of Terms: The term “materials” includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary works of whatever nature. The term “materials produced for the Company” means all materials written, conceived or furnished by a News Writer as part of a News Writer’s routine work or pursuant to any specific assignment by the Company. The term “materials produced on a News Writer’s own time” means all other materials written or conceived by a News Writer.

2. Materials produced on a News Writer’s own time shall belong exclusively to such employee who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the employee shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company’s use of such material. Following the submission of such offer, the Company shall have five (5) days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the five (5) day period is not extended by mutual consent of the Company and the employee, such offer shall be deemed to have been rejected and the employee shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the employee shall give the Company written notification of the terms of such offer and the Company shall have 48 hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the employee shall be free to conclude negotiations with any third party. If within six (6) months after the Company’s rejection of such offer the employee has not consummated an agreement or is not negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the employee can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This pro-

cedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by an employee to evidence his/her rights to use any of the said materials.

3. All materials produced for the Company, or which a News Writer represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

## **E. AIR CREDITS**

1. The Company shall give video credit to the writer of each television program and audio credit to the writer of each radio program of fifteen (15) minutes or longer in duration, except where the special circumstances of the show make it inappropriate to give such credit or where the News Writer prefers otherwise and provided the Union consents.

2. The forms of credit available to the Company for New Writers shall be as follows: Writer(s), Written by, Produced and written by, Written and produced by, Newswriter(s), Documentary script by, Narration written by, Special material written by, Special script material by, Continuity written by, Interview material written by, Special material by.

3. Credit to News Writers shall not be given in any form other than those listed above, except upon specific prior agreement between the Company and the Union.

4. On a program broadcast two or more times a week where written by the same News Writer, credit need be given only once per week on such programs to said News Writer. Where such credit is not given in any week credits must be given twice in the following week.

5. With respect to a strip news program broadcast six or seven times a week, a News Writer who is entitled to a credit for services performed on that strip news program only on weekdays shall receive his/her credit on one of such weekdays and a News Writer who is entitled to a credit for services performed only on a Saturday and/or Sunday shall receive his/her credit on one of such days. In no case will credit be given to a writer more than once during a week for any combination of days worked on that strip news program in that week.

6. Where credit is inadvertently omitted or the exigencies of time or other reasons beyond the control of the Company make such credit impractical, failure to give credit shall not be considered a breach of this Agreement.

## **F. COMMERCIAL FEES**

1. Radio: News Writers assigned by the Company to write a radio network commercial news program shall receive commercial fees for the writing of such program according to the following schedule:

<u>Program Length</u>	<u>Commercial Fee</u>
0 - 5 minutes	\$ 4.40
Over 5 - 10 minutes	\$ 7.15
Over 10 - 15 minutes	\$10.45
Over 15 - 30 minutes	\$17.05
Over 30 minutes	\$25.30

2. Television: News Writers assigned by the Company to write a television network commercial news program or television network commercial documentary program, except programs covered by Paragraph 4 below, shall receive commercial fees for the writing of such program according to the following schedule:

<u>Television Program Length</u>	<u>Commercial Fee</u>	
	<u>News Programs</u>	<u>Documentary Programs</u>
0 - 5 minutes	\$ 8.00	\$ 9.25
Over 5 - 10 minutes	13.75	16.25
Over 10 - 15 minutes	19.50	24.25
Over 15 - 30 minutes	32.25	43.00
Over 30 - 60 minutes	46.50	57.25
Over 60 minutes	53.25	63.25

3. Election, Convention and Space Shot Fees: Any News Writer who is assigned by the Company to write political party convention coverage, election night coverage or space shot coverage for any network commercial radio or television program, or both, other than a regular news program, shall be entitled to receive for performing such assignment a fee in the amount of \$9.35 per broadcast day in addition to any other fees or additional compensation to which he/she may be entitled.

4. Simulcasts: Each News Writer assigned by the Company to write a network program for simulcast shall, if both the radio and television programs are commercially sponsored, receive a total fee of 133-1/3% of the applicable television program fee (if only one medium is sponsored, he/she shall receive the appropriate rate for that medium as set forth in Subparagraph 1 or 2 of this Paragraph F.)

5. Multiple Program Rate: The multiple program rate applicable to the number of program broadcasts in Column A below shall be determined by multiplying the applicable rate for a single program by the appropriate fraction in Column B below:

<u>A.</u>	<u>B.</u>
<u>Number of Program Broadcasts Per Week</u>	<u>Applicable Multiple of Single Program Rate</u>
2	1-3/4
3	2-1/4
4	2-3/4
5	3
6	3-1/4
7	3-1/2

If any one commercial program is broadcast more than one day per week, the writer of such program shall be paid a fee at the multiple program rate, based on the number of times the program is broadcast during the week in question. If different News Writers are assigned to such programs on different days of the week, the fee shall be divided among them pro rata.

In the case of “saturation-type” programming, such as the Texaco programming on ABC as of June 21, 1956, where two or more programs of equal length sponsored by the same sponsor are broadcast on the same day more than one day per week, each News Writer who writes more than one such program on the same day during a particular week shall be paid for all such programs a fee at the multiple program rate, based on the total number of such programs written by him/her during such week.

6. General: The fees provided in this Paragraph F are to be paid to News Writers for the writing of network commercial news programs but not for the editing of programs or the writing of two (2) bulletins or less. Where two (2) or more News Writers are assigned to a single broadcast, the fees provided in this Paragraph F are to be paid jointly to such writers and not severally to each writer. In the case of a news insert in a program, the amount of the fee is to be determined by the length of the insert, not the length of the program. In no event shall commercial fees be payable on any local program.

7. Co-op Programs: A co-op program (i.e., a program fed as a network program on which there are no network commercial announcements sold but on which the local stations may sell local commercial announcements) shall be deemed to be a commercial program if a local commercial announcement is broadcast during the time period in which the network program is broadcast. Notwithstanding anything in the above, if a News Writer writes only opening, closing, promotional, public service, and/or other “filler” material for a co-op program, which material is broadcast on the network during the period(s) when local commercial announcement(s) or other local announcement(s) may be or are broadcast by local station(s), such News Writer shall not be entitled to any commercial fee for such program.

8. For the initial network commercial broadcast of any program which was written by a staff News Writer(s) employed hereunder and originally broadcast on a basis requiring no commercial fee, the Writer(s) of such program (whether or not still in the employ of the Company) shall be paid for such program 100% of the then applicable commercial fee.

## **G. SENIORITY LIST**

Effective December 14, 2007, News Writers will be placed on one of two (2) seniority lists (Network TV Newswriters or Network Radio Newswriters), and will accrue seniority only on that list. Editors and News Writers hired before March 2, 1977, will retain their seniority on one master list as heretofore. It is understood that employees on one of the separate seniority lists will not be transferred from one shop to another against their will.

## **H. SIDELETTERS**

The following sideletters are those sideletters which are specifically applicable to Washington News Writers:

### **Sideletter #1**

In reference to the supplement agreement between us entered into as of this date, covering News Writers of the Company in our Washington D.C. News Studio, it is our understanding that notwithstanding any provision in the Agreement to the contrary, the Supervisor of the Newsroom (currently Merrilee Cox) may continue to perform duties of the bargaining unit employees during one meal period a day when she relieves the News Writer on duty.

### **Sideletter #2**

This will confirm our understanding that notwithstanding anything in this Agreement to the contrary, a TV Assignment Editor can be assigned on a temporary basis to television work (e.g. DEF, Evening News) covered by the Washington News Writers Supplement in cases of vacation, illness, special assignment of a TV writer, etc.

### **Sideletter #3**

This will confirm our understanding concerning the exercise of editorial judgment in editing.

A. It is understood that the duties of newswriters include, in varying degrees from shop to shop, the exercise of editorial judgment in the supervision of editing of recorded news material for broadcast. However, other persons who prepare material for their own on-air delivery, or who are editorially responsible for the content of the material being edited may also be assigned to perform such duties and are not covered by the terms and provisions of this Agreement, but such assignments will not be based on considerations that have not been used in making such assignments in the past in the shop in question. Further, it is understood that a department head or a manager may, as incident to his normal duties, select recorded material, or portions thereof, for news broadcast purposes and not be covered by this Agreement.

B. Notwithstanding any restrictions contained in the above paragraph or elsewhere in the National Agreement, at NewsOne and WABC-TV where newswriters during the 1999-2002 National Agreement have exercised editorial judgment in the supervision of editing recorded news material for broadcast, nothing shall require such exercise only by WGA-represented newswriters or restrict others at any time from exercising such judgment in connection with the operation of keyboards, other input devices and equipment which are part of a newsroom computer system utilized for editing news material. At WABC-TV, however, if the operation of equipment on which the editing is to be performed is within the exclusive jurisdiction of another union, the practices regarding the supervision of the editing of recorded news material shall continue.

The Company, however recognizes the valuable skills, judgments and abilities that its WGA-represented newswriters have utilized in the past in the exercise of editorial responsibility at NewsOne and WABC-TV. Accordingly, the Company agrees to employ such individuals in a way under this new editing technology that permits the opportunity for these individuals to continue to exercise their editorial skills, judgments and abilities, on a non-exclusive basis, as and after such newsroom operations convert to new computer editing technology during the term of 2002-2005 National Agreement.

#### **Sideletter #4**

This will confirm our understanding concerning the assignment of Newswriters to write material for teletext:

It is agreed that newswriters covered by this Agreement will write news material, as assigned, for teletext during its experimental period.

This agreement is without prejudice to either party's position concerning jurisdiction over the writing of news material for teletext.

#### **Sideletter #5**

This will confirm our understanding that the attached list of names represents the WGA employees who were hired before March 2, 1977, and, as long as there is no break in their WGA-ABC employment, they are not subject to the new contract provisions on separate seniority lists in the following contracts: 1987 WGA New York Staff Newswriters Supplement, 1987 WGA Washington Staff Newswriters Supplement, 1987 WGA New York Staff Radio and Television News Editors Supplement, and the 1987 WGA Washington Staff Assignment Editors Supplement.

#### WGA Employees Hired Before March 2, 1977

Washington

1. Anita Krichmar



### **Sideletter #6**

Employees involved in the preparation of material for broadcast may perform non-exclusive technical duties in connection therewith.

Having bargained fully in 2002 with respect to the performance of non-exclusive technical duties, the parties recognize that the performance of such duties was limited to the operating of nonlinear editing equipment and associated peripheral equipment (e.g. "AVID") and the off-air operation of technical equipment in radio, including recording, dubbing, editing, and off-air mixing and playback of recorded news material.

Because the parties were unable to forecast what other non-exclusive technical duties may be assignable in the future, the Company agrees to give prior notice to the Union of the existence of such assignable duties. In addition, the Company agrees to discuss such new duties with the Union, giving good faith consideration to the Union's concerns, needs and suggestions, prior to assigning such duties.

The Company will provide appropriate training and an adequate period of familiarization in the use of such technical equipment. However, inability of an employee on staff as of March 1, 1981 to perform such duties after a good faith effort to do so shall not be a basis for discipline of such employee. The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

### **Sideletter #7**

#### **Sixth And Seventh Day Payments**

This will confirm our understanding that the Company will honor a Newswriter's request to convert a payment for work on a sixth or seventh day to a comp day plus 1/2 time payment in cash for the first eight hours worked and 1 1/2 times payment for hours worked in excess of eight. Such request must be made on the time sheet which includes such sixth or seventh days or the employee will be paid for the day. Comp days will be scheduled at a mutually satisfactory time. It is understood, however, that if in the responsible view of management the employee can only be replaced with difficulty, that such compensatory day may, at management's election, not be scheduled.

In the event that such comp days are not taken within six months of their having been earned, the employee will be paid forthwith at straight-time for such comp days.

### **Sideletter #8**

The addition of language in the 1987 negotiations to two CBS Supplements concerning consecutive days off shall not affect any practices existing under this Appendix/Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

### **Sideletter #9**

[Delete.]

### **Sideletter #10**

In connection with those persons who write and broadcast their own material pursuant to the exception found in Appendix B, Paragraph A(3) and Appendix E, Paragraph A(3), the Guild and the Company have agreed that such exception shall include persons who:

- (i) write their own news material for broadcast and which may be subsequently broadcast by others, or
- (ii) as a co-anchor in multiple anchor situations, may write for a co-anchor; or
- (iii) as a reporter covering a story may write material for that story to be broadcast by an anchor (including sports and weather anchors); provided that where the coverage is from the studio, "covering a story" shall mean that the reporter has had recent ongoing involvement with the story, or makes a significant independent effort in developing the story.

With respect to local television only, no newswriter on staff at WABC-TV as of March 2, 1986, will be laid off as a direct result of the Company's implementation of (iii) in that shop. The term "direct result" as used herein shall mean that the writing functions that are expressed in (iii) above have been implemented to the extent that such use has resulted in a one-for-one displacement of a bargaining unit employee who would not have, but for such use, been otherwise displaced (i.e., the Guild can establish that reporters are performing such writing functions on a forty( 40)-hour-a-week basis, inclusive of a one-hour meal period, which has permitted the Company to eliminate one staff newswriter job).

### **Sideletter #11**

[Deleted.]

### **Sideletter #12**

#### **Good Morning America**

1. The parties agree that at Good Morning America, the Company may assign the preparation of a "briefing note" or "segment note," or any parts thereof, or suggested interview questions to persons who are not covered by the Agreement when doing so meets operational needs.

2. The Company recognizes the valuable contributions that newswriters on Good Morning America have made on a non-exclusive basis as Segment Producers in the past. Accordingly, the Company agrees that it shall not during the term of this Agreement layoff any newswriter working at Good Morning America as of the effective date of this Agreement as a direct result of the rights set forth in this Sideletter. In order to clarify the extent of the no layoff commit-

ment set forth in this paragraph, the parties agree that regardless of the nature, content, length and method of delivery of briefing and segment notes, all such written material used on Good Morning America that provides any background information and suggested questions shall be considered briefing notes and segment notes for purposes of this provision.

### **Sideletter #13**

#### **Newsone**

1. During the course of the 2002 negotiations, the parties discussed the performance of certain duties in the NewsOne operation that are not enumerated in the Agreement and that have been traditionally performed by others at ABC Network News and at other news gathering organizations. It is therefore agreed that notwithstanding anything to the contrary in the Agreement, whether or not enumerated, or as the result of any past practice, or any arbitration award, the only exclusive jurisdiction of the Writers Guild at NewsOne, as the result of the 2002 negotiations, shall be covered writing, as defined in Appendix E, Paragraph A, subject to the provisions applicable to NewsOne in General Sideletter G and Sideletters 3 and 10 of Appendix E. All other duties, including the writing of abstracts (in accordance with Arbitrator Haber's January 29, 1990 Opinion and Award) may be performed by persons who are not represented by the Writers Guild.

2. Effective December 14, 2007, NewsOne Newswriters shall receive the Acting Editors fee for the hours the Newswriter performed the Acting Editor duties as per Appendix E, Sideletter #9 and all relevant supplements.

### **Sideletter #14**

This will confirm our understanding that the Decision and Award of Arbitrator Wittenberg dated November 26, 2001 in the ABC NewsOne case shall be null and void.

### **Sideletter #15**

#### **Special Assignment Editor Rate**

The base weekly salary rates for the Mark Luckwich in New York and Anita Krichmar and Elizabeth Walls-Carden in Washington, D.C. shall be \$1,687 effective April 12, 2010; \$1,721 effective April 25, 2011 and \$1,755 effective April 12, 2012.

## **APPENDIX F - WASHINGTON, D.C. - DESK ASSISTANTS AND PRODUCTION ASSISTANTS**

In addition to the applicable terms and conditions of employment listed in the general provisions of this National Agreement, the following provisions are specifically applicable to the Washington, D.C. Desk Assistants and Production Assistants:

### **A. SCOPE OF AGREEMENT, DUTIES AND DEFINITION OF TERMS**

1. This Agreement covers all Desk Assistants and Production Assistants employed by the Employer in its news operations at its News Bureau presently located at 1717 DeSales Street, N.W., Washington, D.C. excluding all other employees and supervisors as defined in the Act.

(a) The duties of Employees employed as Desk Assistants shall include the supplying of News Writers and the News Desk Supervisor with copy from wire services and other sources, the monitoring and tending of teletype and unifax machines of the News and Special Events Department, the tending of telephones and switchboard in said Department, the filing of news scripts, the performance of general duties for the News Staff and similar related duties, all under the direction and supervision of the News Supervisor.

(b) The duties of Employees employed as Production Assistants shall include coordination of all graphics and visual effects for various television programs with the production staff. The Production Assistant shall be responsible for availability and correctness of visuals for programs, for filing visual material not ordinarily filed by the graphic arts department; the typing of formats to be used by the production staff; the taking of production notes; and similar related duties under the direction and supervision of the Producer.

The duties specified in Paragraphs 2(a) and 2(b) above may also be part of the functions performed by other persons in the News and Special Events Department.

### **B. SALARIES**

1. Regular Employees shall receive the following weekly salaries:

(a) Staff Salaries - Desk Assistants

Months of Employment

<u>By Company As A</u> <u>Desk Assistant</u>	<u>Rates in effect</u> <u>as of 4/12/10</u>	<u>Effective</u> <u>4/25/11</u>	<u>Effective</u> <u>4/12/12</u>
0 - 6 months	\$ 445.00	\$ 454.00	\$ 463.00
6 - 12 months	\$ 536.00	\$ 547.00	\$ 558.00
12 and over	\$ 636.00	\$ 649.00	\$ 662.00
Hourly Rate	\$ 11.14	\$ 11.36	\$ 11.59
Senior Desk Assistant	\$ 686.00	\$ 700.00	\$ 714.00

Production Assistants

<u>By Company As A</u> <u>Production Assistant</u>	<u>Rates in effect</u> <u>as of 4/12/10</u>	<u>Effective</u> <u>4/25/11</u>	<u>Effective</u> <u>4/12/12</u>
0 - 6 months	\$ 577.00	\$ 589.00	\$ 601.00
6 - 18 months	\$ 648.00	\$ 661.00	\$ 674.00
Over 18 months	\$ 744.00	\$ 759.00	\$ 774.00
Hourly Rate	\$ 14.48	\$ 14.77	\$ 15.07

(b) Part-time rates to be adjusted accordingly.

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

Any Desk Assistant or Production Assistant who as of February 1, 1996 was receiving a staff salary in excess of the then applicable minimum shall receive the same dollar amount of overscale payment under this Agreement.

2. In the event that a Desk Assistant is temporarily assigned to take the place of a Production Assistant for a period in excess of two (2) hours during any work day, he/she shall be paid the Production Assistant rate in the corresponding seniority step for not less than the full work day. Such payment is to be in lieu of said Desk Assistant's normal rate of pay.

3. In the event that a Radio Desk Assistant is temporarily assigned to take the place of a Newswriter, he/she shall be paid at the appropriate step of the Newswriter experience scale based upon his/her prior newswriting experience for no less than four (4) hours for any day of such assignment. However, if the Desk Assistant is so assigned for a period in excess of four (4) hours, he/she shall be paid for the day at the appropriate Newswriter rate.

The foregoing shall not apply if the Radio Desk Assistant is covering for meal periods not in excess of two (2) hours per day in which case he/she shall be paid the appropriate newswriter rate for the duration of the meal period only.

The upgrade amount provided for herein shall not be less than thirty dollars (\$30.00) per day (including any acting editor fees) when the Radio Desk Assistant has been upgraded for four (4) hours on any such day.

In the event that a Television Desk Assistant or Production Assistant is temporarily assigned to take the place of a Newswriter, he/she shall be paid for the day at the appropriate step of the Newswriter experience scale based upon his/her prior newswriting experience. If the Production Assistant's pay rate is higher than the Newswriter rate to which he/she would otherwise be entitled, the Company shall continue its practice of paying the Production Assistant above the initial step of the Newswriter experience scale. The upgrade amount provided for herein shall not be less than thirty dollars (\$30.00) per day (including any acting editor fees).

If a Desk Assistant or Production Assistant is upgraded temporarily to Newswriter for at least 125 days in a calendar year, vacation pay in the following calendar year shall reflect the upgraded salary rate. The pay differential for such vacation days shall be the total pay difference for the upgrades, including acting editor fees, divided by the number of days of upgrade to determine daily vacation rate upgrade times the number of vacation days to be taken.

4. Part-time Employees employed as Desk Assistants shall be paid at the hourly rates set forth in paragraph 1 above. Part-time Employees will receive pay seniority credit and their hourly rate will be adjusted in steps at the same intervals as in the salary schedule in Paragraph 1 above.

5. Part-time Employees employed as Production Assistants will be paid at the hourly rates set forth in paragraph 1 above.

6. Hours worked between Midnight and 7:00 a.m. shall be paid for at the rate of fifteen percent (15%) higher than the regular rate per hour of the Employee so employed. Effective December 14, 2008, the night shift differential period shall be changed to midnight to 6 a.m.

7. Regular Employees shall be paid bi-weekly and part-time employees shall be paid weekly.

8. Employment as a Desk Assistant at either CBS, Inc. or the National Broadcasting Company will be deemed to be employment as a Desk Assistant by the Company for purposes of determining a Regular Employee's minimum applicable salary under Paragraph 1 above. Employment as a Production Assistant at either CBS, Inc. or the National Broadcasting Company will be deemed to be employment as a Production Assistant by the Company for purposes of determining a Regular Employee's minimum applicable salary under Paragraph 1 above.

9. In filling vacation relief openings in the Washington Assignment Editor, Washington Newswriter, and Washington Researchers units, the Company will give consideration to Washington Desk Assistants and Production Assistants who apply to fill such openings. The failure of the Company to fill any such vacation relief opening with an employee in the Washington News Bureau who has so applied shall be subject to the grievance procedure but not to arbitration.

10. The Company agrees to notify the Union promptly after the employment of any Employee hired under the terms of this Agreement. Such notification shall include the placement of the Employee on the salary escalator.

11. Salaries: There shall be at least one Senior Desk Assistant in Radio and the TV Assignment Desk. As reflected in Section B (weekly salaries), the Senior Desk Assistant rate is 8% higher than the "12 months and over" rate.

## **C. WORK WEEK, WORK DAY AND OVERTIME**

### **1(a). Television Desk Assistants and Production Assistants**

The regular work week shall consist of forty (40) hours in five (5) days (inclusive of any meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime for all hours worked in excess thereof. If it is not already the practice, overtime will be computed in ¼ hour units.

The Company will provide such employees a paid meal period of one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of one hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of forty dollars (\$40) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, any paid meal period (not worked) shall not count as time worked for purposes of calculating overtime.

Sick Days, Short-Term Illness Leave, compensating days, vacation days or any other time not worked shall not count as time worked for the purposes of computing overtime.

1(b). Network Radio Employees

The work week for Regular Employees shall be forty (40) hours, which shall consist of five [5] days) (exclusive of any meal periods). Regular Employees will have a work day consisting of eight (8) hours of actual work, exclusive of any meal periods. The Company will provide such employees an unpaid meal period of at least one-half hour but not more than one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of at least one-half hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of twenty-five dollars (\$25.00) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Any Employee who works in excess of forty (40) hours in any week, or in excess of five (5) days in any week, or in excess of eight (8) hours in any day, shall be compensated at the overtime rate for such excess time. If it is not already the practice, overtime will be computed in 1/4 hour units.

2. Each Regular Employee shall have two (2) consecutive days off in each week. For this purpose, the last day in any work week and the first day in the following work week, if consecutive, shall be consecutive days off. A Regular Employee shall receive penalty pay of half time per hour for all hours worked within twelve (12) hours after the completion of any shift, or if the Employee has a single day off, within thirty-six (36) hours after completion of his/her last shift, or if any employee has two (2) consecutive days off, within sixty (60) hours after completion of his/her last shift. If an employee is called in to work on a scheduled day off he/she shall be credited with a minimum of eight (8) hours of time worked on such day.

3. The overtime rate shall be time and one-half the employee's regular hourly rate of pay. In no case shall overtime accrue on overtime.

4. If at any time, in the opinion of the Union, an employee is required to work an excessive amount of overtime, the Union shall have the right to take the matter up under the grievance machinery provided in this Agreement.

5. The Company agrees to give seniority prime consideration if an employee who has had an "overnight" assignment for more than six (6) consecutive months requests rotation.



6. The Company will post the assignment schedule by noon on Friday of the third preceding week. An employee's day off as shown on the posted assignment schedule for the first two weeks will not thereafter be changed for the period of such schedule. The schedule for the third of the three weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

7. If a Desk Assistant or Production Assistant has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

8. A Desk Assistant or Production Assistant who is notified by the Company subsequent to completing his/her tour of duty of a change in his/her daily schedule affecting the starting time for the following day, will be paid a penalty of Nine Dollars (\$9.00) unless the change is necessitated by the illness of another Desk Assistant, which the Company was not aware of forty eight (48) hours before giving the employee such notification.

9. If a Desk Assistant or Production Assistant who is required to work on a scheduled day off is notified of such assignment less than twelve (12) hours prior to the starting time of the assignment, he/she will be paid a penalty of Nine Dollars and Fifty Cents (\$9.50), unless his/her assignment is necessitated by the illness of another desk assistant, which the Company was not aware of forty-eight (48) hours before giving the employee such notification.

10. The Company will not assign a Desk Assistant or Production Assistant to stand-by without crediting him/her with straight time in hour (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Desk Assistant or Production Assistant within four hours. However, if the Desk Assistant or Production Assistant is not released within four hours, the Desk Assistant or Production Assistant shall receive an additional four (4) hours at his/her straight time rate.

#### **D. NOTICE OF JOB TRANSFER**

1. In the event the Company should transfer any Employee covered by this Agreement to a position not covered by this Agreement the Company will notify the Union of such transfer.

2. The Company agrees to notify the Union promptly after the employment of any persons hired under the terms of this Agreement.

## **E. SIDELETTERS**

The following Sideletters are those Sideletters which are specifically applicable to Washington, D.C. Desk Assistants and Productions Assistants:

### **Sideletter #1**

This will confirm that we have agreed to discuss with you the question of vacations for part-time Desk Assistants after at least one Desk Assistant has worked 100 eight-hour days within one (1) calendar year.

### **Sideletter #2**

For the purposes of the Desk Assistant improving his/her capabilities as a potential News Writer, the Company agrees to form a committee to study the feasibility of establishing seminars and other information sharing events for the benefit of the Desk Assistant, and further to provide training as follows:

A Desk Assistant (other than a part-time employee) with more than six (6) months service with the Company as a Desk Assistant will, if he/she so requests, be assigned to special training for three (3) days in a calendar quarter, during which days he/she will be provided with the opportunity to observe and participate in various News Department activities - e.g., going out with the film crews, working in operations, preparation of news scripts, etc. - under the supervision of Editors and other News Department supervisors, who will provide guidance and evaluation for the training in an effort to make it beneficial for the employee. The Guild and the Company will work out procedures to permit scripts prepared by Desk Assistants during such training to be aired, without upgrading or fees, it being understood that such procedures will insure against the displacement of other Guild-represented personnel.

### **Sideletter #3**

Employees involved in the preparation of material for broadcast may perform non-exclusive technical duties in connection therewith.

Having bargained fully in 2002 with respect to the performance of non-exclusive technical duties, the parties recognize that the performance of such duties was limited to the operating of nonlinear editing equipment and associated peripheral equipment (e.g. "AVID") and the off-air operation of technical equipment in radio, including recording, dubbing, editing, and off-air mixing and playback of recorded news material.

Because the parties were unable to forecast what other non-exclusive technical duties may be assignable in the future, the Company agrees to give prior notice to the Union of the existence of such assignable duties. In addition, the Company agrees to discuss such new duties with the Union, giving good faith consideration to the Union's concerns, needs and suggestions, prior to assigning such duties.

The Company will provide appropriate training and an adequate period of familiarization in the use of such technical equipment. However, inability of an employee on staff as of March 1, 1981 to perform such duties after a good faith effort to do so shall not be a basis for discipline of such employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

#### **Sideletter #4**

The addition of language in the 1987 negotiations to two CBS Supplements concerning consecutive days off shall not affect any practices existing under this Appendix/Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

#### **Sideletter #5**

##### **Seniority List**

Effective December 14, 2007, employees hired as Desk Assistants and Production Assistants will be combined on a single seniority list and will accrue seniority only on that list.

#### **Sideletter #6**

##### **Broadcast Production Fee**

During the course of the negotiations for a successor agreement to the 2002-2005 National Agreement, the parties discussed changes that have taken place in the responsibilities and duties of certain Production Assistants, commencing in February 2004. These changes occurred as a result of operational changes and equipment upgrades, primarily for the Bureau's 24/7 overnight coverage.

Specifically the parties discussed the assignment of certain Production Assistants to new broadcast support functions, not previously performed by Production Assistants, relating to the non-exclusive duties of coordination of graphics and visual effects for television control room production. These new broadcast support functions include recalling graphics, incorporating text and material into graphics and visual elements and other editorial changes during a broadcast.

Accordingly, effective December 14, 2007, such a Production Assistant performing the aforementioned broadcast support functions shall be paid a production fee of \$35 per day assigned, provided that the employee performs such broadcast support functions for a minimum of four (4) hours during the employee's work day.

## **APPENDIX G - WASHINGTON, D.C. GRAPHIC ARTISTS**

In addition to the applicable terms and conditions of employment listed in this National Agreement, the following provisions are specifically applicable to the Washington, D.C. Graphic Artists:

### **A. SCOPE OF THE AGREEMENT**

1. This Agreement covers the employment of all full-time and regular part-time News Department Graphic Artists employed by the Company in its News Bureau presently located at 1717 DeSales Street, N.W., Washington, D.C., excluding all other employees and supervisors as defined in the Act.

2. The parties agree that scope cannot be defined precisely. The parties further agree that past practice shall govern in the area of scope. The parties anticipate that questions may arise concerning scope and technological changes. Therefore, questions of scope and technological changes may be submitted to arbitration pursuant to the normal grievance and arbitration procedure. The parties further acknowledge that the jurisdiction over the design, creation, preparation and execution of such art work shall remain with the graphic artists covered by this Agreement and shall not be varied by the addition of new methods, equipment, or technological advances. Consistent with the above and with specific reference to new technological devices which the graphic artist may operate to create art work through electronic circuitry (e.g., Ampex Video Art), the Company will use its best efforts to maintain provisions in its agreements with its technical unions so that Graphic Artists covered by this Agreement may continue to operate these new technological devices to create and execute graphics for on-air use. If no other labor organization has exclusive jurisdiction over the work in question, in considering questions arising because of the introduction of new equipment, the Arbitrator may take into consideration that it is the intent of the parties that the skills of the employees described above shall continue to be utilized in a manner consistent with past practice.

### **B. SALARIES**

The Graphic Artists in the Washington Bureau News Graphics Department shall be paid no less than the following:

Classification

<u>Graphic Artist</u>	Rates in effect as of 4/12/10	Effective 4/25/11	Effective 4/12/12
0 - 6 Months	\$ 845.00	\$ 862.00	\$ 879.00
6 - 12 Months	\$1,064.00	\$1,085.00	\$1,107.00
12 - 24 Months	\$1,122.00	\$1,144.00	\$1,167.00
Over 2 Years	\$1,186.00	\$1,210.00	\$1,234.00
Hourly Graphic Artists	\$ 28.08	\$ 28.64	\$ 29.21

<u>Paintbox Artist</u>	Rates in effect as of 4/12/10	Effective 4/25/11	Effective 4/12/12
0 - 12 Months	\$1,064.00	\$1,085.00	\$1,107.00
1 - 2 Years	\$1,125.00	\$1,148.00	\$1,171.00
2 - 3 Years	\$1,214.00	\$1,238.00	\$1,263.00
3 - 4 Years	\$1,284.00	\$1,310.00	\$1,336.00
Over 4 Years	\$1,544.00	\$1,575.00	\$1,607.00

\*This category is defined as those artists who regularly utilize state of the art electronic and/or digital equipment in the production of on-air broadcast graphics.

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

Any employee who, as of February 1, 1999 was receiving a staff salary in excess of the then applicable minimum, but not more than Seventy-Five Dollars (\$75) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

The Company agrees to notify the Union promptly after the employment of any Employee hired under the terms of this Agreement. Such notification shall include the placement of the Employment on the salary escalator.

**C. PART-TIME EMPLOYEES**

1. The following shall apply to hourly employees who have completed six (6) months continuous service in a position covered by this Agreement (hereinafter called "regular part-time employees").

(a) All regular part-time employees employed hereunder shall be eligible for medical benefits in accordance with Article XVII(A) of the National Agreement.

(b) All regular part-time employees shall be entitled to Vacation and Holiday benefits in accordance with specific provisions of this Agreement. Such employee's past continuous service shall be used to determine his/her vacation eligibility.

(c) All regular part-time employees shall be given first consideration for staff vacancies covered by this Agreement. The Company's decision in filling such vacancies shall be final and shall not be subject to Arbitration.

2. If a regular part-time employee is transferred to a staff position without a break in service, such employee shall be credited with past service performed hereunder for ABC Retirement Plan eligibility and vesting purposes only in accordance with the provisions of such Plan.

Past continuous service shall be credited toward such employee's vacation eligibility and severance pay in accordance with the specific provisions of this Agreement.

#### **D. WORK WEEK, WORK DAY, OVERTIME, POSTING OF WEEKLY SCHEDULE, NIGHT SHIFT DIFFERENTIAL, MINIMUM CALL ON DAY OFF AND STAND-BY**

1. The regular work week shall consist of forty (40) hours in five (5) days (inclusive of any meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime for all hours worked in excess thereof. If it is not already the practice, overtime will be computed in ¼ hour units.

The Company will provide such employees a paid meal period of one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of one hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of forty dollars (\$40) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, any paid meal period (not worked) shall not count as time worked for purposes of calculating overtime.

Sick Days, Short-Term Illness Leave, compensating days, vacation days or any other time not worked shall not count as time worked for the purposes of computing overtime.

2. Posting of Weekly Schedule: The Employer shall post the weekly work schedule one (1) week in advance. The schedule shall show two (2) consecutive days off scheduled each week for each Artist, with Saturday and Sunday off being considered as consecutive for this purpose; provided that non-consecutive days off may be scheduled by the mutual agreement between the Company and the Guild. If possible, the Company will notify the employee of any change in his/her scheduled days off at least eight (8) hours prior to the commencement of said scheduled days off. The Company will not use the scheduling provisions contained herein for the purpose of imposing onerous working conditions upon employees covered hereunder.

3. Night Shift Differential: An Employee shall receive ten percent (10%) of the employee's regular rate of pay for all work performed between the hours of midnight and 6:00 a.m. Effective December 14, 2008, the night shift differential period shall be changed to midnight to 6 a.m.

4. Minimum Call on a Day Off: If a Staff Employee is required by the Company to report for work on any day in excess of five (5) days in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day.

5. Stand-by: The Company will not assign a Graphic Artist to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Graphic Artist within four hours. However, if the Graphic Artist is not released within four hours, the Graphic Artist shall receive an additional four (4) hours at his/her straight time rate.

6. If a Graphic Artist is required by the Company to report for work on any day sooner than twelve (12) hours after the completion of his/her previous shift, he/she shall receive penalty pay of half time for the hours worked within the period which ends twelve hours after the conclusion of his/her last staff assignment. Time off for Graphic Artists shall be scheduled so that a single day off will permit a Graphic Artist to be continuously absent from employment not less than thirty-six (36) hours, and two (2) consecutive days off will permit such continuous absence not less than sixty (60) hours. If a Graphic Artist is called in before the expiration of such thirty-six (36) hour period or such sixty (60) hour period. The penalty pay specified in this Paragraph 8 shall not be offset against overtime.

7. If a Graphic Artist has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

## **E. DISCHARGE AND LAYOFF**

1. During the first six (6) months of employment, all employees shall be on a trial basis, during which period the Company may discharge any of such employees with or without reasons. Such discharge shall not be subject to the arbitration clause. Upon completion of the six (6) month probationary period, an employee shall have seniority from his/her date of hire. This paragraph I is not applicable to employees hired on a part-time basis.

2. In the event of a layoff, the Company shall have the right of selection among employees who are not regular employees. No layoff will occur without prior consultation with the Union, provided, however, that the decision of the Company as to the necessity of a layoff shall not be subject to the Grievance and Arbitration Procedures of this National Agreement.

3. In the event of a reduction in staff which results in a layoff of any regular employee employed hereunder, any such layoff will be made on the basis of (i) seniority, (ii) knowledge, training, skill, and ability within the classification to be reduced. Where in the judgment of the Company, the knowledge, training, skill and ability of any two (2) employees are substantially equal, seniority will govern. If the position from which any regular employee is laid off becomes available within a period of one (1) year from the date of the layoff, the Company agrees that the employee to be hired to fill such vacancy will be the regular employee last laid off and the Company agrees to offer the position to such last laid off regular employee, provided such laid off regular employee has the qualifications for and the ability to perform the work.

4. Any regular employee who is discharged or laid off (except in cases of discharge for drunkenness (which is deemed to encompass drug intoxication), illegal use on Company premises or during work time of a controlled substance, or sale or distribution of a controlled substance, insubordination, dishonesty or failure to comply with the union security provisions contained herein) will receive two (2) weeks' notice or two (2) weeks' pay in addition to any severance pay to which he/she may be entitled. In the case of drunkenness, (as defined above) illegal use on Company premises or during work time of a controlled substance, sale or distribution of a controlled substance, insubordination or dishonesty, the employee shall be discharged and the Company will immediately notify the Union of such discharge.

## **F. AIR CREDITS**

The Company will give air credits to Graphic Artists more frequently than in the past on programs where in its judgment air credits for other program contributors of similar significance are given.



## **G. SAVINGS CLAUSE**

1. It is agreed that this instrument contains the full and complete Agreement between the Company and the Union. Any modification or amendment shall be void and of no force or effect unless reduced to writing and approved by the signatories hereto.

2. If any part of this Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, valid government regulation or order, or by decree of court of competent jurisdiction, the invalidation of such part of this Agreement shall not affect or invalidate any of the remaining parts hereof and the same shall continue in full force and effect.

## **H. SIDELETTERS**

### **Sideletter #1**

This letter will serve to confirm our understanding that the Company shall pay Graphic Artists extra compensation under the following circumstances:

In the event a Graphic Artist, in the absence of a News Graphic Arts Department management supervisor, is assigned the complete and overall responsibility for the execution and preparation of Graphic Art work for Network News programming originating from the Washington News Bureau, he/she will receive an additional \$14.00 per day.

This understanding has been reached because of the unique nature of the circumstances described above, and accordingly, is made on no-precedent basis and is not to be cited in any arbitration or other legal proceeding which may arise between the parties, other than one that may arise with respect to the enforcement of this understanding.

Furthermore, it is understood that in the event a situation similar to the one described above arises during the term of this Agreement where in the Union claims additional compensation, such claim will be handled in accordance with the Grievance and Arbitration Procedures (Article IX of this Agreement).

### **Sideletter #2**

The addition of language in the 1987 negotiations to two CBS Supplements concerning consecutive days off shall not affect any practices existing under this Appendix/Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

### **Sideletter #3**

The Company and the Union recognize that sophisticated electronic graphics devices are now among the basic tools used to produce television graphics. Accordingly, this will confirm our understanding that the Company will fully familiarize Graphic Artists with respect to the aspects of such devices (e.g. AVA, Dubner, Paintbox) in order to fully exploit their artistic skills with respect to the utilization of such devices.

Upon request, the Company will meet with the Union to discuss any problems Graphic Artists may have concerning scheduling the use of such devices.

#### **Sideletter #4**

##### **Four-Day Workweek**

Within a reasonable period of time following the completion of the 1996 negotiations, the parties will meet to discuss the feasibility of implementing a four-day workweek with an emphasis on Graphics and Good Morning America.

The parties agree that any decision to implement such a program shall be mutual. A decision on the part of the Company not to implement such a program will not be subject to Article IX of the Agreement.

#### **Sideletter #5**

##### **Graphics – Washington, D.C. Only**

Individuals who have an editorial and/or production responsibility for a particular assignment or project may occasionally edit or modify graphics elements created by a Graphic Artist to change font, layout, or related to incorporating text with such graphics.

#### **Sideletter #6**

##### **Non-Exclusive Technical Duties**

Employees involved in the preparation of material for broadcast may perform non-exclusive technical duties in connection therewith.

Having bargained fully in 2002 with respect to the performance of non-exclusive technical duties, the parties recognize that the performance of such duties was limited to the operating of nonlinear editing equipment and associated peripheral equipment (e.g. "AVID") and the off-air operation of technical equipment in radio, including recording, dubbing, editing, and off-air mixing and playback of recorded news material.

Because the parties were unable to forecast what other non-exclusive technical duties may be assignable in the future, the Company agrees to give prior notice to the Union of the existence of such assignable duties. In addition, the Company agrees to discuss such new duties with the Union, giving good faith consideration to the Union's concerns, needs and suggestions, prior to assigning such duties.

The Company will provide appropriate training and an adequate period of familiarization in the use of such technical equipment. However, inability of an employee on staff as of February 1, 2002 to perform such duties after a good faith effort to do so shall not be a basis for discipline of such employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

**Sideletter #7**

**Seniority List**

In Washington, D.C., employees hired as Graphic Artists will be placed on a separate seniority list and will accrue seniority only on that list.

**Sideletter #8**

**Work Assignments**

a. Notwithstanding any other provision in this Agreement, Production Assistants may perform non-exclusive broadcast support functions relating to the coordination of graphics and visual effects for television control room production, whether or not on a full-time basis, pursuant to Appendix F (A)(2) and Sideletter #6 to Appendix F, Broadcast Production Fee.

b. Notwithstanding any other provision in this Agreement, the Company may use graphic art work purchased or obtained from outside vendors, including, but not limited to, software packages or the Internet.

**APPENDIX H – WASHINGTON, D.C. - NEWS BUREAU STAFF RESEARCHERS**

In addition to the applicable terms and conditions of employment listed in the general provisions of this National Agreement, the following provisions are specifically applicable to the Washington News Bureau Staff Researchers:

**A. SCOPE AND DUTIES**

This Agreement applies and is limited in its application to Staff Researchers (as hereinafter defined) now or hereafter engaged by the Company in the ABC Washington News Bureau. The term “Staff Researcher”, as used herein, means a person employed on salary by the Company for the principal purpose of doing research work in connection with network news (including documentary) programs. This Agreement does not cover other News Division personnel, such as producers (including executive, assistant and associate producers), news executives, nor does this Agreement cover persons in the field of news represented by another union or in another WGA bargaining unit.

Persons hired as temporary replacements will be engaged pursuant to the Temporary Employment Provision (Article XIX) or the Vacation Relief Provision (Article VII) of this Agreement. Nothing herein shall be deemed to cover experts of recognized standing in a specialty hired as consultants on a freelance basis.

As assigned by the Company, Staff Researchers shall perform those duties and services previously performed by such employees in the ABC News Bureau.

**B. SALARIES**

- 1. A Staff Researcher shall be paid a staff salary no less than:

<u>Years of Service As A Staff Researcher</u>	<u>Rates in effect as of 4/12/10</u>	<u>Effective 4/25/11</u>	<u>Effective 4/12/12</u>
0 - 1	\$ 615.00	\$ 627.00	\$ 640.00
Over Over 1 - 2	\$ 864.00	\$ 881.00	\$ 899.00
Over 2 - 3	\$ 978.00	\$ 998.00	\$1,018.00
Over 3 - 4	\$1,091.00	\$1,113.00	\$1,135.00
Over 4 Years	\$1,158.00	\$1,181.00	\$1,205.00

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only. A Staff Researcher with a Masters Degree in Library Science shall be initially hired at the 3 - 4 year step of the escalator.

In addition to the criteria set forth in (a) and (b) below, the Company may, in its sole discretion, give credit based on different and additional criteria in determining placement of newly-hired Researchers on the salary escalator.

(a) Employment by any nationwide radio or television network or by an owned station of ABC, CBS or NBC in which the employee(s) duty was to perform research work as that term is commonly understood in the broadcast industry;

(b) Employment as a Researcher, as that term is commonly understood in the broadcast industry, for a period of three (3) years;

(i) on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or

(ii) on the staff of A.P., U.P. or Reuter in any city of 500,000 population or more, or

(iii) on the staff of a 50,000 watt radio station in any city of 500,000 population of more, or

(iv) on the staff of any VHF television station in a city of 500,000 population or more,

shall entitle any researcher engaged hereunder to at least twelve (12) months credit for purposes of applying the foregoing salary schedule.

2. All of said salaries shall be paid bi-weekly.

3. The Company agrees to notify the Union promptly after the employment of any Employee hired under the terms of this Agreement. Such notification shall include the placement of the Employee on the salary escalator.

Any employee who, as of February 1, 1999 was receiving a staff salary in excess of the then applicable minimum, but not more than Seventy-Five Dollars (\$75) in excess of such minimum, shall receive the same dollar amount of overscale payment under this Agreement.

### **C. HOURS OF WORK**

1. The regular work week shall consist of forty (40) hours in five (5) days (inclusive of any meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime for all hours worked in excess thereof. If it is not already the practice, overtime will be computed in ¼ hour units.

The Company will provide such employees a paid meal period of one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of one hour, the Company will pro-

vide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of forty dollars (\$40) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, any paid meal period (not worked) shall not count as time worked for purposes of calculating overtime.

Sick Days, Short-Term Illness Leave, compensating days, vacation days or any other time not worked shall not count as time worked for the purposes of computing overtime.

2. Each Researcher shall be granted two (2) consecutive days off during each work week, with Saturday and Sunday as days off being considered as consecutive for this purpose; provided that non-consecutive days off may be scheduled by mutual agreement between the Company and the employee. If a Researcher is required by the Company to report for work on any day in excess of five (5) days in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day.

3. If a Researcher, who is required to work on a scheduled day off, is notified of such assignment less than seventy-two (72) hours prior to the starting time of the assignment, he/she will be paid a penalty of Twenty One Dollars (\$21.00) unless his/her assignment is necessitated by the illness of another Staff Researcher, which the Company was not aware of forty-eight (48) hours before giving the employee such notification. It is understood that such schedule change fee does not apply to daily temporary employees.

4. A Researcher who is notified by the Company, subsequent to completing his/her tour of duty, of a change in his/her daily schedule affecting the starting time for the following day will be paid a penalty of Fourteen Dollars (\$14.00) unless the change is necessitated by the illness of another Researcher, which the Company was not aware of forty-eight (48) hours before giving the Researcher such notification.

5. If a Researcher is required by the Company to report for work on any day sooner than twelve (12) hours after the completion of his/her previous shift, he/she shall receive penalty pay of halftime per hour for the hours worked within the period which ends twelve (12) hours after the conclusion of his/her last staff assignment. Time off for Researchers shall be scheduled so that a single day off will permit a Researcher to be continuously absent from employment not less than thirty-six (36) hours, and two (2) consecutive days off will permit such continuous absence not less than sixty (60) hours. If a Researcher is called in before the expiration of such thirty-six (36) hour period, or such sixty (60) hour period, he/she shall be paid penalty pay of halftime per hour for all hours worked within such thirty-six (36) hour period or such sixty (60) hour period. The penalty pay specified in this Paragraph shall not be offset against overtime.

6. The Company will post assignment schedules by noon of Friday of the third preceding week. An employee's days off as shown on the posted assignment schedule for the first two weeks will not thereafter be changed for the period of such schedule. The schedule for the third of the three weeks will be a tentative schedule only, in the nature of a forecast, but the Company will endeavor to honor this tentative schedule.

7. If a Researcher has worked ten (10) consecutive days, for each consecutive day he/she works thereafter and until such time as he/she receives a day off, he/she shall be paid (in addition to any other compensation to which he/she is entitled) additional compensation at half his/her straight-time rate of pay. The additional compensation specified herein shall not apply to out-of-town assignments, except in the case of a combination of consecutive days worked in-town and out-of-town which exceeds ten (10).

8. The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Researchers during any day except as, in the opinion of the Company, the nature of its business and emergencies may otherwise require.

9. The Company agrees to notify the Union promptly after the employment of an Employee hired under the terms of this agreement. Such notification shall include the placement of the Employee on the salary escalator.

10. The Company will not assign a Researcher to stand-by without crediting him/her with straight time in four (4) hour segments not to exceed eight (8) hours for the hours during which he/she is required to be on stand-by. The Company may release the Researcher within four hours, however if the Researcher is not released within four hours, the Researcher shall receive an additional four (4) hours at his/her straight-time rate.

#### **D. AIR CREDITS**

The Company will give on-the-air credit to a Researcher when, in the Company's judgment, the Researcher's contribution to the program so warrants.

#### **E. MEAL ALLOWANCE**

Regular Staff Researchers shall be entitled to receive dinner money in accordance with current Company policy.

#### **F. SIDELETTERS**

##### **Sideletter #1**

Employees involved in the preparation of material for broadcast may perform non-exclusive technical duties in connection therewith.

Having bargained fully in 2002 with respect to the performance of non-exclusive technical duties, the parties recognize that the performance of such duties was limited to the oper-

ating of nonlinear editing equipment and associated peripheral equipment (e.g. "AVID") and the off-air operation of technical equipment in radio, including recording, dubbing, editing, and off-air mixing and playback of recorded news material.

Because the parties were unable to forecast what other non-exclusive technical duties may be assignable in the future, the Company agrees to give prior notice to the Union of the existence of such assignable duties. In addition, the Company agrees to discuss such new duties with the Union, giving good faith consideration to the Union's concerns, needs and suggestions, prior to assigning such duties.

The Company will provide appropriate training and an adequate period of familiarization in the use of such technical equipment. However, inability of an employee on staff as of March 1, 1981 to perform such duties after a good faith effort to do so shall not be a basis for discipline of such employee.

The Company will not assign technical duties to the staff, where the performance of such duties is within the exclusive jurisdiction of another union.

#### **Sideletter #2**

The addition of language in the 1987 negotiations to two CBS Supplements concerning consecutive days off shall not affect any practices existing under this Appendix/Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

#### **Sideletter #3**

#### **Seniority List**

Effective December 14, 2007, employees hired as Researchers will be placed on a separate seniority list and will accrue seniority only on that list.





## APPENDIX I - WABC-TV NEWS DEPARTMENT RESEARCHERS

In addition to the applicable terms and conditions of employment listed in the general provisions of this National Agreement, the following provisions are specifically applicable to WABC-TV News Department Researchers:

### A. SCOPE OF AGREEMENT

1. This Supplement Agreement applies to and is limited in its application to all Researchers (as hereinafter defined) employed by ABC, Inc., in the News Department of WABC-TV, currently located at 7 Lincoln Square, New York, NY and excluding all other employees of WABC-TV.

2. The term "Researcher" as used herein means a person employed in the WABC-TV News Department for the purpose of doing research work for programs produced by the News Department of WABC-TV.

This Agreement does not cover other Company personnel who perform ancillary research work in connection with their principal jobs including, but not limited to, Executive Producers, Producers, Talent, Production Assistants and Desk Assistants. In addition, this Agreement does not cover persons in the field of news represented by another union or in another WGA bargaining unit or experts of recognized standing in a specialty who are hired as consultants.

3. Nothing herein shall require WABC-TV to assign Researchers to or hire Researchers for shifts to which Researchers have not been assigned in the past (e.g. weekends and nights) unless work is performed on those shifts as set forth in paragraph A(2) above.

### B. SALARIES

1. Effective as of the dates provided below newly hired Researchers shall be paid as follows:

<u>Years of Service As A Staff Researcher</u>	<u>Rates in effect as of 4/12/10</u>	<u>Salary Per Week</u>	
		<u>Effective 4/25/11</u>	<u>Effective 4/12/12</u>
0 – 1 year	\$ 541.00	\$ 552.00	\$ 563.00
Over 1 – 2 years	\$ 642.00	\$ 655.00	\$ 668.00
Over 2 years	\$ 704.00	\$ 718.00	\$ 732.00

If a Staff Employee is hired in at a base salary that corresponds to an escalator step above the in-hiring step, he/she shall continue to progress in the escalator as if he/she had the length of employment corresponding to such salary. Such crediting shall be for purposes of determining rate of pay only.

In addition, the placement of Researchers on the salary escalator shall be in conformity with the following:

(a) Employment by any nationwide radio or television network or by an owned station of ABC, CBS or NBC in which the employee(s) principal duty was to perform research work as that term is commonly understood in the broadcast industry, shall be construed to be employment as a Researcher by the Company in determining the minimum salary applicable to Researchers hereafter engaged.

(b) Employment as a Researcher, as that term is commonly understood in the broadcast industry, for a period of three (3) years:

1. on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
2. on the staff of A.P., U.P. or I.N.S. in any city of 500,000 population or more, or
3. on the staff of a 50,000 watt radio station in any city of 500,000 population or more, or
4. on the staff of any VHF television station in a city of 500,000 population or more,

shall entitle any researcher engaged hereunder to at least twelve (12) months credit for purposes of applying the foregoing salary schedule.

2. Night Shift Differential. For each hour worked between Midnight and 7:00 a.m. each Researcher so working is to receive, in addition to his/her regular compensation a premium equal to fifteen percent (15%) of his/her regular hourly rate of pay. Effective December 14, 2008, the night shift differential period shall be changed to midnight to 6 a.m.

3. All of said salaries shall be paid bi-weekly.

4. When a Researcher is assigned the duties and responsibilities of a Writer, he/she shall be upgraded to a Writer for the shift and paid at a rate equal to one-fifth of the equivalent step of the Newswriter's scale for the shift in lieu of any and all compensation due the Researcher for performing research duties.

5. If a staff Researcher is asked by the Company to serve as the Producer of a Program or segment thereof in addition to his/her duties as a Researcher on the Program, compensation in addition to his/her staff salary as a Researcher on the Program will be negotiated with the Researcher. No additional compensation shall be required for duties which traditionally have been performed by Researchers.

6. The Company agrees to notify the Union promptly after the employment of any Employee hired under the terms of this agreement. Such notification shall include the placement of the Employee on the salary escalator.

### **C. WORK WEEK, WORK DAY AND OVERTIME**

1. The regular work week shall consist of forty (40) hours in five (5) days (inclusive of any meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week or for more than eight (8) hours in any day, subject to the payment of overtime for all hours worked in excess thereof. If it is not already the practice, overtime will be computed in ¼ hour units.

The Company will provide such employees a paid meal period of one hour during the work day where operations allow. If, in the Company's sole judgment, operations do not allow the Company to grant an employee a meal period of one hour, the Company will provide the employee with an opportunity to eat on the job during the regular eight (8) hour work day and it will make a flat payment of forty dollars (\$40) to the employee in addition to the employee's regular compensation for such day. This payment shall be in lieu of any other premiums or penalties.

Notwithstanding any practices, grievance settlements, arbitration awards, or any provision to the contrary contained in the National Agreement, any paid meal period (not worked) shall not count as time worked for purposes of calculating overtime.

Sick Days, Short-Term Illness Leave, compensating days, vacation days or any other time not worked shall not count as time worked for the purposes of computing overtime.

2. Each Researcher shall be granted two (2) consecutive days off during each work week, with Saturday and Sunday as days off being considered as consecutive for this purpose; provided that non-consecutive days off may be scheduled by mutual agreement between the Company and the employee. If a Researcher is required by the Company to report for work on any day in excess of five (5) days in any work week, he/she shall be credited with a minimum of eight (8) hours of time worked on such day.

3. The Company agrees to schedule as consecutive hours (inclusive of meal periods) the hours worked by Researchers during any day.

4. If a Researcher is required by the Company to report for work on any day sooner than twelve (12) hours after the completion of his/her previous shift, he/she shall receive penalty pay of halftime per hour for the hours worked within the period which ends twelve hours after the conclusion of his/her staff assignment. Time off for Researchers shall be scheduled so that a single day off will permit a Researcher to be continuously absent not less than thirty-six (36) hours, and two (2) consecutive days off will permit such continuous absence not less than sixty (60) hours. If a Researcher is called in before the expiration of such thirty-six (36) hour period or such sixty (60) hour period, he/she shall be paid penalty pay of halftime per hour for all hours worked within such thirty-six (36) hour period or such sixty (60) hour period. The penalty pay specified in this Paragraph 3 shall not be offset against overtime.

5. Overtime shall be compensated for in money at the rate of time and one-half. Any hours paid at overtime on any basis shall be excluded in determining overtime due on any other basis, and in no event shall overtime be pyramided.

#### **D. CREDITS**

The Company shall give on-air credit to Researchers in accordance with past practice.

#### **E. SIDELETTERS**

The following are those Sideletters which are specifically applicable to WABC-TV News Department Researchers.

##### **Sideletter #1**

##### **Notice of Change in Schedules**

As the work schedules of the WABC-TV Researchers have been historically unchanged on a weekly basis, ABC agrees to give at least two (2) weeks notice of any change therefrom.

##### **Sideletter #2**

The addition of language in the 1987 negotiations to two CBS Supplements concerning consecutive days off shall not affect any practices existing under this Appendix/Supplement that facilitate scheduling changes into and out of Saturdays and Sundays as days off.

##### **Sideletter #3**

In addition to the provisions of Article XIX of the Master Agreement, the Company may employ a temporary Researcher to do research work in connection with local, state or national elections for a period not exceeding one year without such employee becoming a staff employee. Such person will automatically receive the fifteen percent (15%) differential after fifteen (15) weeks of employment as set forth in Article XIX of the Master Agreement.