



BULLETIN

NABET-CWA/ABC-Disney NEGOTIATIONS New York City



March 28, 2022

ABC Master Agreement Negotiations - Bulletin #14

Bargaining between NABET-CWA and ABC resumed in New York City on Monday, March 14, for the fifth round of talks. Over the last two weeks we have worked on-the-record and off-the-record, in joint sessions, both face-to-face and via Zoom, and in sidebars and subcommittee sessions.

We have been diligently working to find solutions to the issues between the parties. These issues were communicated to us, loud and clear, by the members throughout the leadup to these negotiations, but a number of issues that are important for our members and their economic futures are not yet being addressed to our satisfaction by ABC.

We are nowhere close to an overall agreement. Issues in dispute include, wage increases, travel-only pay, payments in lieu of benefits (PILOB) and 401(k) contributions for daily hires, pension contributions for pre-2013 staff, work opportunities/commitments for sports daily hires, limiting work performed by third-party production companies, and many other matters which remain unresolved.

Issues outstanding between the parties:

- The parties remain far apart on wage proposals. The Union is still seeking 5% annual increases, with 3% retroactive for the period from April to September, 2021, while the Company has raised its offer from the initial 2% to 2.5%, contingent upon ratification by the members prior to April 21, 2022. For reference, inflation in 2021 was 7%.
- The Union continues to advance its proposal to have daily hire travel-only days treated as actual workdays, with a minimum of eight (8) hours paid and benefits included. The Company has refused to consider the proposal and will not budge from the current stipend-only approach.
- Repeated attempts have been made to find an acceptable approach to limiting third-party production company work in sports, and bringing more of that work under the terms of the Sports Event Agreement. The Company is holding steadfast to its inflexible and clumsy approach of assigning NABET-CWA a portion of that work only AFTER 900 third-party shows have been done within a year, and then capping the number our engineers can do, if any at all, at 200.
- The Union is proposing that the minimum Covered Days count in the Sports Event Agreement, which provides work guarantees for our sports daily hire members, must be raised significantly – to 50,000 days. The Company has offered a meager increase of 2,000 days per year, from the existing 25,000 to 27,000 days. Even in calendar year 2020 (the year that COVID caused a shutdown of sports production), the Covered Days total was nearly 35,000. And in 2021, still a pandemic year, the Covered Days count was just short of 50,000 days.

- The Company continues to ignore our proposal to raise the contribution rate for daily hires in 401(k) plans from 4% to 5% yearly, and to remove the 20-day threshold before one can begin to receive those contributions. ABC also continues to reject *every* proposal the Union has put forward to bring parity to the various PILOBs that exist in different agreements. The Union's proposal would incrementally eliminate the PILOB disparities between the Master Agreement, the Sports Event Agreement and the DC Studio Shows Agreements, in particular. The Company maintains that those daily hires should continue to receive lesser benefit contributions than those provided for in the Master Agreement.
- The Union remains adamant that all ABC daily hire employees working under the terms of the Master Agreement, regardless of location, should be receiving the same sick leave entitlements: seven days paid leave, accrued at a 1:30 ratio (the legally-mandated minimum in almost every locality with a Company office), and with the PILOB included on a paid sick day. The Company is only offering five days in most locations, three days in California, and is proposing that New York and California, have separate, differing agreements, with terms and conditions distinct from the rest of the country.
- The Company continues to hold on to its proposal to further whittle the night shift differential corridor by two hours, which will have noticeable impact on our members who must work during those difficult overnight hours.
- Since 1997, our A Unit siblings in San Francisco have been working under lesser conditions, with base pay 12% to 15% lower than A Unit engineers everywhere else in the country. Every attempt at improving their pay, even in the smallest amounts, continues to be summarily rejected by the Company.
- ABC also continues to reject our attempts to include Producer fees for F, K, and O Unit Newswriters and Producers who work on digital newscasts or sports segments.
- The Company is still advancing its proposal to assign some writing duties, the work of our F, K, and O Units, to A Unit photographers working at local stations in Chicago, Los Angeles and San Francisco. Under the Company's proposal, these photographers would receive no additional compensation, and for photographers hired after ratification of the successor Master Agreement, the assignments would be mandatory. The Union has great concerns about this approach, and its effects on both our photographers and our Newswriters.

Progress the parties have made:

- WLS-TV Vacation Relief (VR) and Waivered Temporary Employees (WTEs) will now receive paid jury duty leave, paid bereavement leave, Short Term Illness Leave, and Child Bonding leave under the same terms as staff employees.
- Daily hires who work 180 days or more in a year will now receive paid jury duty leave (up to 20 days per year), paid bereavement leave (up to 3 days per year), and enhanced cancellation provisions (full pay plus PILOB for a shift cancelled 36 hours or less prior to the scheduled in-time). The thresholds to qualify for Signature Plan benefits and the higher level of payment in lieu of vacation (6% vs 4%) have also been lowered to 180 days.
- Within two years following ratification, the Company will make 35 offers of staff employment to daily hires, VRs, and WTEs across all offices of the Company, with a minimum of 20 in the A Engineering Unit.
- Daily hires will be included in the provisions for Union leaves of absence and will receive their normal pay and benefits for any days of work lost while performing Union business.

- The half-pay cancellation provision has been eliminated for all daily hires, and the new cutoff for full pay for a cancelled day has been moved from 4:00 pm to 1:00 pm of the day prior to the shift. A daily hire will also receive the PILOB for such a cancelled shift.
- The ‘Comms’ classification, as well as the ‘Sub-Cut’ classification, have been elevated to Group 5 compensation for all A Unit operations.
- Per diem payments will increase from \$57 to \$60 per day, effective the first full payroll period following ratification.
- Both sides have withdrawn their conflicting meal proposals and reverted to the existing rules of a paid meal period, which does not count toward overtime. The Union also successfully bargained a long-sought-after definition for opportunities to eat (OTEs): *“An opportunity to eat shall be an amount of time sufficient for an employee to break from their work assignment and eat a meal.”*
- Changes have been made to both staff and daily hire holiday lists: Martin Luther King Jr. Day has been added to the staff list as a full holiday (with a payback day), and the daily hire holiday list now includes Juneteenth, which was exchanged for President’s Day.
- Publicists working in the R Unit will now receive the full Company policy for vacation entitlements.
- The Company has offered to raise the San Francisco F Unit Producer fees to match those in the Chicago K Unit and Los Angeles O Unit.

Late in the afternoon on Friday, March 25, the final scheduled day of negotiations prior to expiration of the Master Agreement, ABC Labor Relations presented a new and provocative document entitled “The Company’s Comprehensive Package Proposal.” The package proposal includes all tentative agreements up to this point as well as many ABC proposals that the Union has not agreed to. It also ignores and/or rejects numerous important Union proposals that we continue to fight for. We will prepare an analysis of this document and include those outstanding Union proposals in our explanation to the members. Once that communication is prepared, we will distribute it to the membership, so that you may read the entire 88-page offer, including our remaining open proposals.

Please understand that the parties are not close to an overall agreement. There is much more work to do. As a reminder, the current Master Agreement expires at Midnight on Thursday, March 31, 2022. We will have more information to share between now and Thursday. Your patience and solidarity are appreciated.

The Union’s Bargaining Committee is: Artie Mazzacca and Bill Bores (Local 16 – NYC), Alex Staherski and Bob Williams (Local 31 – Washington DC), Chris Willadsen and Patrick Keating (Local 41 – Chicago), Carrie Biggs-Adams and Brad Belstock (Local 51 – California). Our spokesperson is NABET-CWA President Charlie Braico, and we are assisted by NABET-CWA General Counsel Judiann Chartier. In addition, sports daily hire advisors Steve Griswold (Local 41), Derek Armstrong (Local 31) and Mike Denton (Local 51) have contributed greatly. The bargaining committee is also supported by Jim Nolan, Jim Joyce and Steve Rubbinaccio (Local 16), Carl Mayers (Local 31), Mike Johnson (Local 41), as well as our team of note takers: Patty Hildebrandt, Jodi Fabrizio-Clontz, Kristen Helmstetter and Nikisha Johnson.

Please continue to monitor Sector and Local Union websites, and check email notices for updates relating to negotiations and mobilization activities.

In Solidarity,
The ABC NABET-CWA Network Negotiating Committee