

MEMORANDUM OF AGREEMENT

WGA-ABC National Agreement 2025-2028

When signed by the parties, this shall constitute the Memorandum of Agreement (“MOA”) for the successor to the 2022 – 2025 Writers Guild of America, East, Inc.– ABC, Inc. National Agreement. The WGA negotiating committee will recommend this MOA for ratification.

All Union and Company proposals not specifically addressed below are rejected, if not already withdrawn. This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable after ratification, this Memorandum of Agreement will be reduced to formal contract language. All changes shall be effective upon ratification, except as otherwise provided.

Except as modified herein, the terms of the 2022-2025 WGA-ABC National Agreement shall remain in effect, subject to conforming changes.

1. **Term (Article XII):** Three (3) years from the date of notice of ratification or February 1, 2025, whichever is later.
2. **Wages and Health Contributions**
 - a. Provided that the MOA is ratified by February 15, 2025, increase the minimum salary scales in Appendix A, Paragraph B, Section 1; Appendix B, Paragraph B, Section 1; Appendix C, Paragraph E, Section 1; Appendix D, Paragraph B, Section 1; Appendix E, Paragraph B, Section 1; Appendix F, Paragraph B, Section 1(a); Appendix G, Paragraph B; Appendix H, Paragraph B, Section 1; Appendix I, Paragraph B, Section 1 by three and one-half percent (3.5%) effective February 1, 2025, by an additional three and one-half percent (3.5%) effective February 1, 2026 , and by an additional three and one-half percent (3.5%) effective February 1, 2027. If the agreement is ratified after February 15, 2025, the above dates shall instead be on the ratification date and the first- or second-year anniversary of ratification.

The minimum rates for those on a personal service contract pursuant to Appendix A, Sideletter 12; Appendix B, Sideletters 18 and 22; Appendix C, Sideletter 5; Appendix D, Sideletter 9 shall increase by two and one-half percent (2.5%) effective February 1, 2026, subject to the ratifications conditions in Paragraph (2)(a) above, as follows:

- (i) Appendix A, Sideletter 12; Appendix B, Sideletter 22; Appendix C, Sideletter 5; Appendix D, Sideletter 9
 - a. Assignment Editors at WABC-TV \$139,913

b. Assignment Editors in Network in New York	\$135,300
c. Assignment Editors in Network Television in Washington	\$131,200
d. Assignment Editors in Radio	\$108,138
e. Continuity Writers at WABC-TV	\$102,500

(ii) The minimum annual salary for employees covered by Appendix B, Sideletter 18 shall be increased to \$164,000 for Producers in such positions as of January 26, 2010 and \$139,913 for Producers first engaged under a personal services contact after January 26, 2010.

(iii) The minimum rates for Network Assignment Editors in New York on the combined desk covered by Appendix A Sideletter 12 increase by two and one-half percent (2.5%) to \$138,682.50 effective February 1, 2027, subject to the ratifications conditions in Paragraph (2)(a) above.

- b. Temporary Employees Health contributions - Increase the Company's contributions made on behalf of eligible temporary employees to the WGA Health Fund by one-half percent (.5%) effective February 1, 2025, subject to the ratification conditions in Paragraph 2(a) above. Effective February 1, 2026 and February 1, 2027, the Guild elected to divert one half percent (.5%) of each annual wage increase to the WGA Health Fund for contributions on behalf of temporary employees for whom the Company is required to make contributions (excluding temporary employees who have opted for the premium previously). For temporary employees for whom the Company is required to make contributions, the wage increase effective February 1, 2026 and on February 1, 2027, subject to the ratifications conditions in Paragraph 2(a) above, shall be three percent (3%).
- c. Effective February 1, 2026, subject to the ratification conditions in Paragraph 2(a) above, the Company shall contribute one-half percent (0.5%) of gross compensation, subject to the earnings cap of \$175,000 per year, for eligible temporary employees who have not elected the premium in salary, to the Paid Parental Leave Fund. No additional contributions shall be required of the Company at any time to support the Parental Leave Fund. No funds from the Writers Guild-Industry Health Fund or the Pension Fund shall be used to support the Paid Parental Leave Fund.

3. **Holidays (Article V):**

Amend as follows:

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 (2x)
<u>Juneteenth</u>	

4. **Vacations (Article VI(1)):**

Amend Article VI, Section 1 as follows:

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 one (1) ~~five (5) consecutive~~ years, any Staff Employee shall be entitled to three (3) weeks' vacation with pay. ~~Effective calendar year 2023, a~~ A Staff Employee who has completed ten (10) ~~fifteen (15)~~ consecutive years of service shall receive four (4) weeks' vacation. ~~Effective calendar year 2023, A~~ Staff Employee who has completed twenty (20) consecutive years of service shall receive five (5) weeks' vacation.

5. **Grievance and Arbitration (Article IX)**

Update the arbitration panel to provide for a single list of three for New York and Washington: 1. Joan Parker 2. Howard Edelman 3. Carol Wittenberg.

6. **Sick Leave (Article XV(A))**

The parties agree that the Company policy on sick leave for staff employees provides for at least 7 Days of paid sick leave on January 1 of each calendar year.

7. **Working Conditions Article XIII(A)**

Amend the provision as follows: "The Company agrees to provide Staff Employees with adequate physical working conditions including desks and necessary work equipment."

8. **Temporary Employees Benefits Election (Article XIX, Paragraphs A-E)**

Update to provide that the Company shall make contributions to the WGA Pension Plan and Health Fund on behalf of temporary employees hired after January 31, 2025 (“new hires”). The option to elect a premium in lieu of benefits shall be discontinued for temporary employees hired after January 31, 2025.

Any temporary employee hired prior to February 1, 2025, who elected the premium can preserve that election for subsequent employment.

Notwithstanding the foregoing, any temporary employee who originally elected 15% premium in salary instead of the Company making contributions on their behalf to the Writers Guild-Industry Health Fund (“Health Fund”) and Producer-Writers Guild of America Pension Plan (“Pension Plan”), may elect during the term of the successor to the 2022-2025 WGA-ABC National Agreement to change such election and have the foregoing contributions made on their behalf. There shall be no option to elect back to the cash premium. It will be incumbent upon the employee to reach out to human resources to facilitate this change. The foregoing elections above shall be permitted only to the extent allowed under the terms of the Health Fund and/or the Pension Plan and shall not become effective earlier than three months from the date of notice.

9. **Temporary Employees Compensatory Days (Article XIX, Paragraph G)**

Amend Paragraph G as follows:

A temporary employee who has been employed with the Company for a period of at least ~~200~~ 170 days or ~~1600~~ 1360 hours in a calendar year shall be entitled to four (4) 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.

10. **Temporary Employees Service Credit (Article XIX, Paragraph I)**

Replace Article XIX, Paragraph I with the following:

A staff employee shall receive an adjusted service date, of up to seven (7) additional years, based on prior contiguous temporary employment for the Company under the National Agreement calculated as follows: 6 months for each consecutive calendar year the employee worked 125 days or 1000 or more hours or 1 year for each consecutive calendar year the employee worked 250 days or 2000 or more hours. The adjusted service date shall be used for benefits of staff employment following the effective date of the 2025 National Agreement: e.g., severance pay, vacation, unit

seniority, but not the Disney Retirement Savings Plan eligibility. For example, an employee who worked 1,500 hours in each 2021, 2022, 2023 and 2024 and is hired on March 1, 2025 as a staff newswriter, would have 2 years of prior service, with an adjusted hire service date of March 1, 2023.

11. **Acting Editor Fees (Appendix B and E):**

Increase the Acting Editor fee from three dollars (\$3.00) to four dollars (\$4.00) per hour and for employees hired on or before January 31, 2010 and who received the fee for at least 125 days during the previous calendar year, the rate shall increase to twenty five dollars (\$25.00) for vacation days, compensatory days, and paid sick days.

Appendix B(B)(3)(b) – Newswriters employed as of December 14, 2007 and assigned to “ops room” work shall receive an acting editor fee in the amount of four dollars (\$4.00) per hour, 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.

Effective with the Combined Assignment Editor Desk in NY, the News Writer shift assigned to perform assignment duties including to the Ops News Writer will be performing assignment and rim editor duties and eligible for the above hourly Acting Editor fee.

12. **Salary Escalator - Appendix B, Paragraph B, Section 1; Appendix C, Paragraph E, Section 1; Appendix E, Paragraph B, Section 1; Appendices F, G, H, and I Paragraph B, Section 1:**

Add a provision as follows:

An employee hired at or above an overscale step of the salary escalator shall move up the escalator based on the length of employment with the Company. The foregoing does not restrict an employee from progressing in the escalator based on their industry experience as provided in Appendix B, Paragraph B(2); Appendix C, Paragraph E(4); Appendix E, Paragraph B(2); Appendix F(B)(8); Appendix H, Paragraph B(1)(a) and (b); and Appendix I, Paragraph B(1)(a) and (b).

Delete the following from all Appendices: 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.

13. Washington D.C. - Desk Assistants (Appendix F):

Appendix F, Paragraph B:

Effective February 1, 2025, subject to the ratification conditions in Paragraph 2(a) above, the 0-12 months Desk Assistant rate shall increase to \$873. This rate shall remain for the term of the Agreement.

The hourly rate is one-fortieth (1/40th) of the weekly rate at the corresponding experience step of the salary escalator.

Desk Assistants assigned as Assignment Editors will be compensated at the rate of thirty-seven dollars (\$37) per hour assigned.

Revise Section 11 as follows: 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.

The Company shall pay fifty dollars (\$50.00) per shift to a Desk Assistant for each shift it assigns the Desk Assistant to produce (program, segment, studio anchor, or pool).

Desk Assistants who perform broadcast support functions, as outlined in Appendix F, Sideletter 6, shall be upgraded to the second step of the Production Assistant wage rate, 6-18 months, and 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

14. Personal Storage Space (Sideletter "E")

Amend the Sideletter by adding: "At 7 Hudson Square (NY), the Company will provide lockable storage space for each employee."

15. New Sideletter - Commercial Fees:

Pursuant to Appendix A, Paragraph F; Appendix B, Paragraph F; Appendix C, Paragraph D; Appendix D, Paragraph, F; and Appendix E, Paragraph F the following employees receiving commercial fees as of [the date of execution of the Memorandum of Agreement] will continue to receive commercial fees.

Craig	Morancie
Barbara	Clarke
Deborah	Humes
Barbara	Rick
Matthew	Nelko
Carla	Brittain
John	Sheahan
Constance	Johnson

Any other News Writers do not qualify for commercial fees.

16. New Sideletter – Office Relocation

Within 30 days of ratification, the Union and the Company will create a joint committee to discuss issues related to the 7 Hudson office relocation. The committee shall meet at least twice in 2025, and may schedule additional meetings by mutual consent.

17. New Sideletter - Recordkeeping Technologies

Notwithstanding any provisions of the WGA-ABC National Agreement, arbitration awards, grievance settlements or practices, nothing shall restrict the Company from using computer systems for any recordkeeping, payroll, timekeeping, safety or similar function. Examples include, but are not limited to, electronic identification/swipe card, code or password entry devices. The Company will give the WGA thirty (30) days advance notice when it intends to change or use a new system for these purposes.

18. New Sideletter – Attribution

The Company will endeavor to provide attribution to the newswriters covered under this Agreement who write news material designed for television or radio broadcast that contributed to content on non-covered platforms. Where attribution is inadvertently omitted or the exigencies of time or other reasons make such attribution impractical, failure to give attribution shall not be considered a breach of this Agreement. When an employee believes attribution was omitted in error, the employee or the WGA on behalf of the employee, may raise the request for attribution to the employee's manager or Labor Relations, respectively. If the Company determines the attribution request is valid, it will address the omission as soon as possible, where practicable. If the Company

determines the attribution request is invalid or impractical, the Company's decision shall be final and not subject to the grievance and arbitration provision.

19. New Sideletter - Assignment Editors in Network New York (Combined Assignment Desk)

Effective upon the commencement of the Combined Network Assignment Desk ("Combined Desk") in New York:

- a. Staff Radio Newswriters who will be assigned to the Combined Desk full-time shall be offered personal services contracts of at least \$132,000 per year pursuant to Appendix A, Sideletter 12. The classification shall be retitled "Assignment Editors in Network in New York." Modify titles for salary minimums in Appendix A, Sideletter 12; Appendix B, Sideletter 22; and Appendix C, Sideletter 5 as follows:
 - i. Assignment Editors at WABC-TV
 - ii. Assignment Editors in Network ~~Television~~ in New York
 - iii. Assignment Editors in Network Television in Washington
 - iv. Assignment Editors in Radio
 - v. Continuity Writers at WABC-TV
- b. Radio Newswriters assigned to the Combined Desk full-time with a seniority date prior to February 13, 2019 who decline to work under a personal services contract:
 - i. shall be paid as Assignment Editors in accordance with Appendix A(B)(1).
 - ii. shall maintain their seniority on the New York Radio Network Newswriter seniority list.
- c. Newswriters (Radio or Network Television) who are not assigned full-time to the Combined Desk shall receive an Acting Editor fee of four dollars (\$4) per hour for all hours they are assigned to perform assignment editor duties at the Combined Desk.
- d. Combined Desk Labor Management Meeting - Within 30 days of ratification of this Agreement the Company shall schedule a Labor Management meeting with affected bargaining unit members to discuss concerns about the Combined Assignment Desk.

20. New Sideletter – Generative Artificial Intelligence

- A. The parties acknowledge that definitions of generative artificial intelligence (“GAI”) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic methods and machine learning (e.g., ChatGPT, Llama, MidJourney, Dall-E). The parties acknowledge that GAI refers to a subset of machine learning that generates new content including, but not limited to, text, video, audio, three dimensional models, code, and images. A “GAI System” is any machine-based system that uses GAI as a core function. The term “GAI” is used for convenience and this provision shall also apply to any technology that is consistent with the foregoing definition, regardless of its name or designation.
- B. The Company may require employees to use GAI Systems in connection with the preparation of written news material for broadcast or in connection with other work covered under this Agreement including, but not limited to, GAI programs that detect potential copyright infringement, visual verification, plagiarism or to perform transcription or research. Pursuant to Appendix B, Section A and Appendix E, Section A, written news material includes re-writing, condensing or otherwise treating news material generated using Company-approved GAI technology or secured by the Company from news associations or other news sources using GAI technology.
- C. The parties are unable to forecast how the use of GAI Systems may materially impact the terms and conditions of employment of WGA-covered employees. Accordingly, the Company shall meet at least semi-annually with the Guild during the term of this Agreement at the request of the Guild. The parties may agree to additional meetings. At such meetings, the Company will identify any significant emerging technologies utilizing GAI Systems that the Company is using or intends to use which may materially impact the terms and conditions of employment of WGA-covered employees. Because the Company’s current and future technology may be discussed during these meetings, and in order to protect the Company’s proprietary and/or confidential information, trade secrets and intellectual property, the Guild agrees that its representatives participating in these meetings will be limited to a reasonable number of individuals (for which the topics identified in advance to be discussed are relevant), and each participating representative will execute a mutually agreed-upon Confidentiality Agreement. The parties acknowledge both the Company’s right to use new technologies involving GAI Systems and the Company’s obligation, upon request of the Guild, to negotiate over any impact of such use on bargaining unit employees as required by law. If the Company decides to use a GAI System to prepare written news material for broadcast in a manner that will have a direct, significant, and material impact on the terms and conditions of employment of bargaining unit employees, the Company will provide the Guild three (3) weeks

advance written notice of the intended use, provided it was not discussed previously at the above referenced semi-annual meeting.

D. During the term of the 2025-2028 Agreement, as a direct result of the Company's use of GAI to generate news material for broadcast:

1. The Company shall not lay off any staff employee employed as of February 1, 2025; and
2. For temporary employees who have worked at least 170 days or 1360 hours in the prior calendar year:
 - a. If the Company reduces shifts, it shall provide three (3) week's advanced notice.
 - b. If the Company eliminates all the shifts that the temporary employee regularly worked, it shall provide three (3) week's advanced notice or pay in lieu thereof.
 - c. The Company will agree to meet with the Union regarding the effects of the reduction or elimination, but the Company's decision to reduce or eliminate the shift(s) in a. and b. above shall not be subject to Article IX Grievance and Arbitration.
 - d. Within thirty (30) days following the separation of employment of the temporary employee, the Company shall pay the temporary employee whose employment was discontinued as a direct result of the Company's use of GAI to generate news material:
 - i. Four (4) day's straight time wages for each consecutive calendar year worked as a temporary employee for at least 170 days or 1360 hours in a calendar year; and
 - ii. The Company may elect to offer the temporary employee an additional 100% of the amount in "i" above in exchange for the employee signing a General Release in a form satisfactory to the Company.

E. To the extent an employee uses GAI, the parties confirm that the employee will be required to adhere to the Company's policies (*e.g.*, policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights). In any event, an employee must obtain the Company's consent before using GAI and the Company retains the right to reject the use of GAI.

F. Where Air Credits are required under this Agreement, employees may decline to be credited on the program when GAI is used.

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G. For MOA only: “The parties agree that: claims for violation of Sideletter AM are arbitrable and must be brought under Article IX of this Agreement; and all remedies are available under Article IX except injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any GAI System or the resulting outputs under this Agreement.”

H. Except as explicitly set forth herein, it is understood that this Sideletter AM does not expand or contract any existing rights and obligations under this Agreement. Nothing herein alters the scope of coverage under this Agreement.

[The parties agree to execute a letter of mutual understanding of the bargaining history for the record.]

ACCEPTED AND AGREED:

Signed by:
By: Michael Isaac
Michael Isaac
E03FACCBAB694AF...
Director of Broadcast/Cable/
Streaming News
Writers Guild of America, East

By: Todd A. Palo
Todd A. Palo
Managing Vice President,
Labor Relations
ABC, Inc.

Date: January 24, 2025

Date: 1/21/2025