

Amendment To Master Agreement
ABC-NABET Sports Event Agreement

NABET-CWA and American Broadcasting Companies, Inc. hereby agree to amend the NABET-CWA/ABC Master Agreement as set forth herein.

1. Purpose: The parties hereby agree to amend the Master Agreement in order to: (a) Renew and update the ABC/NABET-CWA Time Buy Agreement and the Extension And Modification Thereto dated December 24, 2010 (“Time-Buy Agreement”); (b) deal with the effects of lost work opportunities for NABET-represented employees, in work classifications traditionally covered by the ABC-NABET Master Agreement, that have diminished and will continue to diminish due to technologic and work flow changes, consolidation of operations and events moving off the ABC Television Network; and (c) provide ABC and its potential client ESPN with workforce stability.

2. Work Assignment Commitment:

(a) ESPN has requested that ABC provide technical services for certain specified events. As a result, ABC agrees to assign “A” Engineering Unit employees to perform live or tape program origination engineering work in the field for such ESPN produced sports events on The ABC Television Network, ESPN1 and ESPN2 (“ESPN Primary”), ESPNU, ESPN3, ESPNews, ESPN Classic, The Longhorn Network and SEC-ESPN Network (“Additional ESPN Platforms”) (with ESPN Primary and each Additional ESPN Platform when referenced collectively, referred to as “ESPN Platforms”), pursuant to all the terms and conditions of the 2017-2021 ABC-NABET Master Agreement (“Master Agreement”) applicable to the “A” Unit, and any applicable successor agreement thereto, except as modified herein. The foregoing assignment commitment shall apply to engineering work for pre, post, half-time or wrap-around shows (“wrap shows”) in connection with such events that originate either from the venue of the event or ABC Times Square Studios (“TSS”), except as otherwise provided herein. The parties acknowledge that this Agreement does not supersede or change the TSS Marquis/Atrium Four Wall Agreement, dated July 23, 2013, that pertains to studio shows that are not wrap programs for a sports event.

(b) The total number of work, work/travel, travel/work, travel only, sandwich days and days off out of town ABC assigns pursuant to this Agreement (“Covered Days”), shall equal or exceed twenty-five thousand (25,000) Covered Days per calendar year, prorated in accordance with the number of full months after the effective date in the initial calendar year of this Agreement and before the terminal date in any calendar year in which a termination occurs.

(c) The parties understand and acknowledge that:

- i. This Agreement shall be subject to any assignment jurisdiction exceptions set forth in the Master Agreement (*e.g.*, Sideletter EH relating to vendor employees), excluding only Sideletter EJ.
- ii. The commitment to assign ABC “A” Unit employees pursuant to this Agreement specifically excludes any work performed by ESPN in connection with programming at its Bristol, Connecticut, Los Angeles, California or any other ESPN leased or owned facilities.
- iii. The parties acknowledge that the client-producer already has crewing relationships and efficient methods for producing shows. As a result, the client-producer ESPN may choose, in its discretion, to utilize its own employees, those of subcontractors (*e.g.*, crewing companies (such as Sammons Communications, LDM, Clarion Productions), third party production companies, vendors, universities or colleges) to perform work on any of the foregoing events or wrap programs, including on a “mixed-crew” basis, without any obligation to cover such persons under the Master Agreement, provided that employees of subcontractors or vendors shall not be permitted on covered sports events or wrap programs on the ABC Television Network except as permitted by the Master Agreement (*e.g.*, Sideletter EH).
- iv. ESPN’s option to assign its own employees pursuant to the foregoing sub-paragraph 2(c)(iii) shall not be construed to permit ESPN to assign its own casual employees to the same event or wrap program to which ABC assigns daily hires pursuant to this Agreement. If ABC assigns employees pursuant to this Agreement to a particular event or wrap program, any ESPN employees assigned to the same event or wrap program shall be ESPN staff employees or regular full-time remote operations employees (“ROE”). An ESPN Casual Employee is defined as any employee other than an ESPN staff or ROE. The limitation set forth in this sub-paragraph shall not apply to any event or wrap program to which there are no ABC NABET-represented employees assigned. Nothing in this sub-paragraph shall be construed to reduce the Covered Days commitment set forth in paragraph 2(b).
- v. The parties acknowledge that the client has and will continue to have relationships with vendors of operational equipment who have supplied that equipment as well as the vendor’s own employees. Accordingly, the limitations set forth in Sideletter EH shall not apply to events or wrap programs produced for any ESPN Platforms.

- vi. Nothing in sub-section 2(c) shall be construed to diminish the minimum Covered Days commitment set forth in sub-section 2(b) or the remedy for breach thereof set forth in section 10.

(d) This Agreement covers ESPN Time-Buys on the ABC Television Network, as defined in the ABC/NABET-CWA Time-Buy Agreement. However, this Agreement shall not cover other third-party Time-Buys on the ABC Television Network or Time Buy(s) on any ESPN Platform. If ABC obtains an agreement to provide technical crewing services for any such Time-Buy(s), then it will notify NABET of such agreement. ABC shall then apply this Agreement to any sports events or wrap shows produced in connection with any such non-ESPN Time-Buy on the ABC Television Network or Time-Buy on an ESPN Platform, and any days assigned for such sports events or wrap shows shall count toward the Covered Days set forth in paragraph 2(b) above.

(e) Within sixty (60) calendar days of the end of the first full month after the execution of this Agreement and within thirty (30) calendar days of each month thereafter, ABC will provide NABET-CWA with a report in substantially the same format as the current ABC Daily Hire report of all work performed under this Agreement.

(f) For any event or wrap show to which NABET-represented employees are assigned pursuant to this Agreement, ABC will provide the NABET-CWA in advance with a Crew List with the same information that is currently being provided. Such Crew List shall be provided no later than two (2) days prior to such event. However, the parties acknowledge that crew scheduling often involves assignments and changes close to the time of the event or show and so reports may have inaccuracies or omissions. In the event that there are any changes to the crew subsequent to ABC providing the foregoing information, ABC shall provide NABET-CWA with timely updated information.

(g) In accordance with past practice, and Sideletters BP and DB, or other provisions of the Master Agreement, the parties acknowledge that this Agreement shall not apply to any inserts, segments or other material produced by ESPN or any other outside producer that appears on ABC's air.

3. Terms and Conditions of Employment:

(a) The terms and conditions applicable to the assignments pursuant to paragraph 2 above, Work Assignment Commitment shall be those set forth in the 2017-2021 Master Agreement and any successor thereto, subject to the special conditions set forth in this paragraph 3:

- i. Utilities: NABET agrees that the rates and special conditions applicable to Field Utilities under the Master Agreement shall apply to those assigned under this Agreement, provided that: (1) the twenty (20) day lifetime cap

on utilization; (2) the provision under which ABC loses the ability to hire an employee at the field utility rate if ABC has previously upgraded an employee to a higher classification; and (3) the requirement to hire one employee at the Utility rate for every four (4) field utilities assigned, all as set forth in Sideletter GK, shall not be applicable. "Special conditions" for Field Utilities engaged pursuant to this Agreement include the inapplicability of the payment in lieu of benefits, pension and the vacation, contributions to the Flex Plan, as well as the provisions relating to company paid life insurance. The parties expressly further acknowledge that ABC shall not be required to hire an employee at the higher Utility rate because ABC hired the employee at a rate higher than the Field Utility rate in the past.

- ii. Per Diem Checks: ABC need not pay per diem checks on site to any employee assigned pursuant to this Agreement. Per diem payments pursuant to Section 7.7(a) shall be made with the wage payment for such engagement(s).
- iii. Night Shift Differential: Night shift differential shall not apply to employees covered by this Agreement.
- iv. Retirement Plan: The qualifying threshold set forth in Sideletter FB for contributions to the CWA Savings and Retirement Trust shall not apply to any days assigned pursuant to this Agreement.
- v. Vacation Payment: The qualifying threshold set forth in Section A14.2(f) for payments in lieu of vacation shall not apply to any days assigned pursuant to this Agreement.
- vi. Terms Applicable To ESPN Platforms: With regard to the ESPN Platforms to which ABC assigns employees covered by this Agreement:

(1) The maximum overtime premium shall be one and one-half times the regular rate of pay, except that, effective January 1, 2015, work performed in excess of ten (10) hours on a ten (10) hour call, and eight (8) hours on

(1) an eight (8) hour call, on New Year's Day, Memorial Day, Labor Day, Thanksgiving and Christmas Day, shall be compensated at a rate equal to two (2) times the straight time rate of pay.

(2) With regard to assignments to ESPN Platforms, there shall be a thirty-five dollar (\$35) per day contribution to the Entertainment Industry Flex Plan ("Flex Plan"), plus an additional \$20 per day payment in lieu of benefits ("PILB"), payable for those days a payment in lieu of benefits would be due under the Master Agreement.

Effective April 20, 2019, the Company will make a thirty-five dollar (\$35) per day contribution to the Flex Plan, a five dollar (\$5) contribution to the retirement savings plan (SRT or Flex 401(k) Plan) designated by the employee pursuant to Sideletter FD-1, and an additional twenty dollar (\$20) per day PILB, payable for those days such payments would be due under the Master Agreement.

Except as specifically set forth above, Sideletter FD-1 shall apply in all respects

In the event that the Entertainment Industry Flex Plan ceases to exist, the Company and the Union will meet promptly to discuss and agree upon an appropriate substitute thereto.

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

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

vii. With regard to all covered platforms to which ABC assigns employees covered by this Agreement:

(1) The first meal period shall be no less than thirty (30) minutes and shall not count toward the computation of overtime for any purpose. On set up days, reasonable additional meal time, beyond

thirty (30) minutes as necessary, shall be provided for employees to obtain a meal, except when an on-site meal is provided.

- (2) The meal penalty for “missing” a first meal shall be a single payment of one (1) hour of overtime at the employee’s rate of pay on the event or wrap show on which such meal occurred.

viii. There shall be a minimum of ten (10) hours between the end of an employees’ original schedule or any extension thereof on any work day and the start of the next. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at Seven Dollars and Fifty Cents (\$7.50) per hour for the portion of such assignment which encroaches on such turnaround period. This paragraph shall not apply to travel-only days.

ix. With respect to an employee on an assignment that requires the employee to stay away from home overnight and, with the approval of management, who uses the employee’s own vehicle to travel from the hotel to the covered event or wrap show, the Company shall reimburse such employee for travel between such accommodations and the remote site. Reimbursement shall be at the applicable IRS mileage rate, and take into consideration the most direct route possible between the hotel and the remote site.

Mileage shall not be reimbursed if the employee is a passenger in a carpool, or is provided a shuttle or other Company transportation. Nothing herein shall be construed to require adding work time to the schedule, or alter the provisions of Section 16.6(b).

(b) Daily Hire Cap: Employees engaged pursuant to this Agreement will not count toward the 50% daily hire utilization allowance provided in the 2017-2021 Master Agreement or any successor thereto.

(c) Negotiations Concerning Changes: Except as the parties may otherwise agree, any changes in wages and working conditions will be made as agreed upon (including the effective date of such changes) in the 2017-2021 Master Agreement or any successor thereto applying during the term of this Agreement.

(d) If the Company requires that an employee participate in internet-based training (e.g., new graphics packages, operating systems, safety, timekeeping) or perform administrative tasks (e.g., complete travel and expense reports), other than at the site of the remote, the Company shall pay employees Twenty Dollars (\$20) per hour for such training or administrative work, but in no event shall an employee be paid less than one (1) hour. No payment in lieu of benefits, payment in lieu of vacation or payment in lieu of pension pursuant to the terms of the Sports Agreement or Master Agreement shall be due for hours spent on such work. In addition, such time shall not count for purposes of the daily hire life insurance threshold set forth in Section A14.2(h).

Employees shall only receive compensation pursuant to this paragraph (d) for time spent on management-approved training programs. As per past practice, employees

shall not receive such compensation for booking their own travel arrangements and accommodations.

With regards to the completion of expense reports or other administrative work, such work shall be completed during working time at the remote site or during the employee's "travel only", "travel-work" or "work-travel" day. Employees are not authorized to submit time for completion of expense reports or administrative work performed away from a remote assignment or outside of a "travel only," "travel-work" or "work-travel" day unless they receive management authorization. The parties acknowledge that any training or administrative tasks performed while at the airport or on the common carrier on a "travel only" day shall not be paid any additional amount, and the payment set forth in Section A14.3(b) shall be deemed inclusive of such tasks.

If the Company requires that an employee attend or call in for pre- or post-production meeting(s), the employee shall be paid his/her regular straight time hourly rate for the actual time spent in such meeting(s), but in no event shall an employee be paid less than thirty (30) minutes. No payment in lieu of benefits pursuant to the terms of the Sports Agreement or Master Agreement shall be due for time spent in such meeting(s). In addition, such time shall not count for purposes of the daily hire life insurance threshold set forth in Section A14.2(h). However, such time shall be included for purposes of the payment in lieu of pension and payment in lieu of vacation calculations set forth in Sideletter FB and Section A14.2(f).

(e) Section 26.2 of the Master Agreement shall not apply to any days covered by this Sports Agreement, and the provisions of Sideletter FO shall apply to such days.

4. Mutual Work Force Stability Commitments:

(a) No Strike/No Interference: Notwithstanding the expiration of the 2017-2021 Master Agreement, or any successor thereto, NABET-CWA, its constituent locals and their respective executive boards ("Union"), agree that through December 31, 2029, neither the Union, nor their officers, agents or members, will authorize, aid, encourage, direct, abet or participate in any strike or picketing or in any other way interfere with the operations of any sports event or wrap show on the ABC

Television Network or on any ESPN Platform, or any other ESPN facility or production. The Union further agrees not to fine, expel or otherwise discipline any of its members for performing work for ESPN, or in any other way attempt to interfere with its members performing work or work assignments for ESPN. In addition, ABC may cease engaging or discipline any employee assigned pursuant to this Agreement for refusal to cross a picket line established by any labor organization.

(b) No Lock-Out Commitment: ABC agrees that there will be no lockout of employees covered by this Agreement through December 31, 2029.

(c) Union Security Commitment: Through and including December 31, 2029, Sections 3.1 and 3.2 of the Master Agreement shall apply with respect to NABET-represented employees assigned pursuant to this Agreement.

(d) Limitation of Claims: The Union agrees that with respect to both the ABC and ESPN organizations, that it will not seek to (i) expand its work jurisdiction beyond what is expressly provided for in the 2017-2021 Master Agreement, any successor thereto, or this Agreement; (ii) claim or assert jurisdiction, recognition or other representational rights, through a grievance, unit clarification or other legal proceeding (including arbitration, NLRB or Federal or State Court actions, etc.), over any individuals performing work or work assignments for either ESPN, ABC, or their parents, subsidiary or affiliated organizations, based on the work opportunities afforded and the work force arrangement contemplated by this Agreement. Notwithstanding the foregoing paragraph, the Union may invoke the National Labor Relations Board's process for seeking a representation election in accordance with Section 9(c) of the NLRA, or any successor provision thereto.

5. Specific Time-Buy Agreement Provisions Incorporated: This Agreement shall replace the Time-Buy Agreement except: (a) paragraph 4 of the December 24, 2010 Modification Agreement relating to College Football studio shows relocated to an ESPN Facility; and (b) paragraph 4.G of the Time Buy Agreement relating to the citeability of that Agreement; and (c) that part of paragraph 1 thereof relating to the definition of a Non-ESPN Time Buy. The agreements in those subsections "(a) paragraph 4" and "paragraph 4G." shall remain in full force and effect pursuant to their terms independent of this Agreement.

6. Effective Date: This Agreement shall be effective April 1, 2017.

7. Termination of Agreement:

(a) This Agreement shall terminate on December 31, 2029.

(b) ABC shall be entitled to terminate this agreement in its sole discretion:

(i) In the event there is a work stoppage (including a sympathy strike) or interference with operations of any kind by the Union in violation of paragraph 4(a), including sports events and wrap programs on the ABC Television Network or any local television Station(s) that are part thereof.

In the case of a work stoppage or any other interference with operations covered by paragraph 4(a) which the Union, including any of its officers or agents, has not expressly or impliedly directed, solicited or incited, ABC shall not be entitled to terminate this Agreement until forty-eight (48) hours after the Union has been given notice of such work stoppage or interference. Such notice may be given orally or in writing, and written notice shall be deemed effective when sent via Telefax and email to Charlie Braico, NABET-CWA President, 501 Third Street NW, 6th floor, Washington, DC 20001, fax: (202) 434-1109, Email: cbraico@cwa-union.org. During such forty-eight (48) hour period, the Union shall be provided with the opportunity to order, both orally and in writing, any employees engaged in such work stoppage or other interference with operations to cease and desist immediately. If the Union does not or refuses to do so or such employees fail to cease and desist from any such work stoppage or interference within such time period, ABC may thereupon terminate this Agreement.

(ii) If there is a change in ownership or control of either ABC or ESPN such that they no longer share a common corporate parent organization, this Agreement shall be subject to immediate termination.

(iii) Upon 90 days written notice to NABET-CWA, if ESPN terminates the Agreement(s) with ABC pursuant to which ABC serves as the technical crew provider of employees covered by this Agreement.

(iv) if the Union seeks to represent, attempts to organize or accept into membership or organizational status any individuals performing work for ESPN; provided, however, the foregoing right to terminate shall not apply if the Union seeks to represent, attempts to organize or accepts into membership or representational status such persons during the pendency of any petition filed with the National Labor Relations Board by any other labor organization (except for another labor organization affiliated with the CWA) seeking an election for the purpose of representing such persons. Nothing in this paragraph shall be construed to give the Company the right of termination provided hereunder if the Union represents individuals who perform work for ESPN and are members of the Union as the result of employment by ABC or any other employer with which the Union may have a collective bargaining agreement.

(c) NABET-CWA shall be entitled to terminate this agreement in its sole discretion if there is a change in ownership or control of either ABC or ESPN such that they no longer share a common corporate parent organization.

(d) In the event this Agreement is terminated, either at its December 31, 2029 expiration date, or earlier pursuant to the terms herein, neither the Union nor the Company will cite in any subsequent NLRB, arbitration or other legal proceeding the factual, structural, production, operational or administrative circumstances that pertained during the term of this Agreement in the relationship between the ABC and ESPN entities, and any evidence concerning such matter shall not be received in any arbitration or other legal proceeding.

(e) The parties acknowledge that in the event this Agreement is in effect at the time of the expiration of the 2017-2021 Master Agreement or any successor thereto, the terms of this Agreement shall remain in full force and effect and the expiration of the Master Agreement shall have no impact on this Agreement.

8. Citation Of This Agreement: The parties further agree nothing in this Agreement shall be cited or utilized by the Union (or any labor organization affiliated with the CWA) in any way for organizational or representational purposes with respect to persons performing work or work assignments for either ESPN or ABC, or any of their parents, subsidiaries or affiliate organizations.

9. Annual Meetings: Some of the commitments and concepts in this Agreement are new to the parties. As a result, ABC and NABET-CWA will meet annually each February at a mutually agreed upon place. The purpose of this meeting will be to discuss any issues that may arise in connection with the administration of this Agreement. The parties will provide each other with an agenda 30 days in advance and the appropriate ABC managers responsible for ABC's relationship with ESPN, as well as a senior member(s) of ABC's Labor Relations Department, shall attend. Such meetings will be conducted in a non-adversarial manner, shall be deemed off-the-record and will not be cited in any subsequent negotiation, and will be kept confidential where appropriate. Nor shall anything stated or provided in such meetings be received in any arbitration or legal proceeding.

10. Remedy For Violation Of Minimum Covered Day Guarantee:

If ABC fails to comply with paragraph 2(b), the remedy shall be three respective payments computed as follows:

(a) the number of days short of the Minimum Covered Day Guarantee ("Guarantee") as provided in paragraph 2(b) in that calendar year, or the pro-rated Guarantee for the initial or any partial terminal year ("Days Short"), multiplied by \$35, in remedy of payments in lieu of benefits.

(b) The Group 5 Ten (10)-hour rate as specified in Section A14.5 of the Master Agreement ("The Rate") multiplied by 4 percent and then further multiplied by the "Days Short," in remedy of payments in lieu of pension.

(c) The number of “Days Short” multiplied by “The Rate” and further multiplied by 1.66%, in remedy of payment of NABET-CWA Dues.

The amount set forth in 10(a) shall be paid as a contribution to the Flex Plan and allocated on a pro-rata basis to the Flex Plan Accounts of all employees for whom ABC made contributions to the Flex Plan in accordance with the number of days assigned pursuant to the Master Agreement in such year. The amount set forth in 10(b) shall be paid as a contribution to the CWA-SRT 401(k) Plan and allocated in the same manner. The amount set forth in 10(c) shall be paid as a lump sum payment to NABET-CWA.

In the event that this agreement terminates pursuant to section 7 hereof, nothing in this agreement shall preclude the Union from pursuing any remedy pursuant to this section 10 or citing this agreement in any proceeding to obtain such remedy.

11. Arbitration: Notwithstanding anything to the contrary contained in the 2017-2021 ABC-NABET Master Agreement, or its successor Agreement, if applicable, the parties agree that the grievance and arbitration procedure set forth in sub-paragraphs (a) through (i) below shall apply only to:

(I) any claims by the Company that the Union violated or threatens to violate sub-paragraph(s) 4(a), 4(d) or paragraph 8;

(II) claims by the Union regarding whether any specific work is covered by the commitments set forth in subparagraphs 2(a), 2(c), 2(d) and 2(g) above; or

(III) claims by either party with regard to sub-paragraph 7(d) above.

(a) A hearing shall commence as soon as is practicable, but no later than twenty-four (24) hours after the date and time of the notice provided for in subparagraphs “d” and “e” below. The Impartial Umpire in a proceeding shall be Joan Parker. If Parker is unavailable for a hearing within the time limits set forth herein, the Impartial Umpire shall be Howard Edelman, provided that, if neither of the persons identified above is available within the time limits set forth herein, the Impartial Umpire shall be whichever one has the earliest availability to hear the case.

(b) The Impartial Umpire shall have the authority to issue injunctive relief upon a finding of an actual or threatened breach of the provisions covered by this expedited arbitration procedure, provided that nothing herein shall be construed as precluding any court of competent jurisdiction from issuing such injunctive relief as may be authorized by law. Claims for damages resulting from such actual or threatened breach shall not be arbitrable pursuant to this expedited arbitration procedure. Jurisdiction over any claim for actual or punitive damages resulting from the breach of sub-paragraph(s) 4(a), 4(d) or paragraph 8 shall lie at the Company's option in the federal and/or state court located in the County of New York, State of New York and the parties hereby consent to the jurisdiction and venue of such courts. The parties

further agree that the Court may award any and all damages that are available at law and/or Section 20.12.

(c) Except as provided in sub-paragraph (b) above, any claim for actual damages resulting from a breach of this Agreement, and all grievances for claimed violations of the Master Agreement relating to the terms and conditions of employment of "A" Unit technicians assigned pursuant to this Agreement, will be subject to the grievance and arbitration procedure of the Master Agreement.

(d) An arbitration covered by this expedited arbitration procedure may be commenced by telephone to the Impartial Umpire and the other party to be followed by written confirmation by facsimile and/or overnight letter, notice to James C. Joyce, 501 Third Street, NW, 6th Floor, Washington 20001, fax (202) 434-1426, or Marc Sandman, 2300 West Riverside Drive, Burbank, CA 91506, fax (818) 843-1655.

(e) Arbitration hearings seeking injunctive relief in whole or in part shall commence at the earliest availability of the Umpire, but in no event more than twenty-four (24) hours after compliance with the notice procedure set forth in "d" above, unless the moving party consents to an extension of time.

(f) In the event of a claim of breach or threatened breach of the provisions covered by this expedited arbitration procedure, the arbitration may be conducted in whole or in part by telephone. The situs for a hearing, if the hearing is not conducted entirely by phone, will be the ABC Labor Relations office in New York. The parties expressly agree that the Impartial Umpire shall proceed with a hearing on an ex parte basis if the non-moving party is unavailable to commence the hearing within the above twenty-four hour period. The hearing shall be completed within eight (8) hours after being commenced unless the moving party consents to additional time. The parties expressly waive their right to briefs. The award shall not be delayed to await the availability of transcripts.

(g) Upon a prima facie showing of a breach or threatened breach of the provisions covered by this expedited arbitration procedure the Umpire shall immediately issue a temporary injunction enjoining such violation or threatened violation pending a full hearing. This temporary injunction shall be deemed a final award for the purposes of seeking judicial enforcement. Subject to the provisions of subparagraph "b" and "c" above, the Umpire's award may include such orders as are appropriate, including but not limited to injunctive relief.

(h) Any award may immediately be entered in any court of competent jurisdiction on notice to the other party, which notice may be given by telephone or fax or mail.

(i) All time limits shall be mandatory and the Umpire shall have no authority to waive or extend any limits except with the consent of the parties.

12. No-Precedent Deal: Except as necessary to interpret or apply this Agreement or in any negotiation to extend or amend this agreement, the terms and conditions of this Agreement and any practices that may develop under it shall not be precedential or cited by either party in any collective bargaining context, or received as evidence in any arbitration or other legal proceeding.

NABET-CWA

s/ *Charlie Braico*

Dated: November 5, 2019

ABC, INC.

s/ *Sean Quinn*

Dated: September 3, 2019