



NABET-CWA / NBCUniversal

2018-2022 Tentative Agreement

February 14, 2019



WAGE SCALES

In the event that the Company receives formal notice of full ratification of the 2018-2022 Master Agreement on or before March 20th, 2019, the following increases shall apply to each individual contract and Sideletter 64:

- (a) Effective as of the beginning of the first full payroll period following April 1, 2019, base wages shall be increased by 3%;
- (b) Effective as of the beginning of the first full payroll period following April 1, 2020, base wages shall be increased by 2.5%; and
- (c) Effective as of the beginning of the first full payroll period following April 1, 2021, base wages shall be increased by 2.5%.

Conditioned upon the same timely notice of ratification, the Company will award a ratification bonus in the gross amount of \$1000.00 to each Staff employee on active payroll as of March 20, 2019. In such event, the Company will award a ratification bonus to eligible Daily Hire employees based upon days worked in calendar year 2018 according to the following table:

<u>Days Worked</u>	<u>Gross Amount</u>
170+	\$1,000.00
100 – 169	\$750.00
75 – 99	\$500.00

All ratification bonus payments are subject to all withholdings and/or deductions required or authorized by law.

ARTICLE VII

PROGRAM ORIGINATION

Section 7.1

An Engineering employee or Engineering employees, as required, shall be present at the origin of Company programs originating within the Continental United States (excluding Alaska), only with regard to the following:

- (1) Programs produced by the Company.
- (2) Programs produced by others for the Company, if the Company has the basic underlying property rights to the material and subcontracts the production of the programs to others.

As used in this Section 7.1, the terms "program" and "programs" shall include only program material or portions of programs (i.e., inserts or segments of any length) or entire programs broadcast by the Company.

Exceptions to the aforesaid jurisdiction follow:

RADIO

(a) Programs originated at, or within a thirty-five (35) mile radius of an affiliated radio station's main studios provided the affiliated radio station makes the pickup. This exception shall not apply to commercial programs originated in connection with other attractions at fairs, expositions, carnivals or exhibitions.

(b) News programs which are originated by the use of two-way radios operated by Company personnel (other than film camerapersons) who are employed for the purpose of reporting news, provided the equipment (i) is operated by a simple push-to-talk switch, on/off and volume controls, squelch controls and frequency selector, (ii) will be inputted only by a single microphone at any one time and by no other means and (iii) is operated within 12 feet of the vehicle in which it is installed, and provided further that only one such radio will be installed and/or operated in any one vehicle at any one time.

(c) International short-wave programs originated outside Company studios and broadcast under government contracts.

TELEVISION

(d) Commercial and sustaining programs originated in the studios of affiliated stations.

(e) The Union has exclusive jurisdiction in accordance with this Article within a radius of thirty-five (35) miles of a television Owned Station covered by the provisions of this Agreement. Programs originated outside the thirty-five (35) mile radius may be made by any station, provided the pickup is not nearer to the Owned Station than such station. Any such station must be able to supply a minimum of twenty percent (20%) of the total number of Engineering personnel from its regular payroll (including temporary employees who work for that station from time to time) to do the event on each day that the Company broadcasts the event; if it cannot, any Owned Station covered by this Agreement shall make the pickup. Any augmentation of Engineering personnel must be on a two (2) for one (1) basis, with the first and second, fourth and fifth, etc., Engineer being supplied by an Owned Station covered by this Agreement. The Company may send a Technical Director to represent it in a supervisory capacity in lieu of the first Company employee called for herein.

On any pickup done by Engineering employees between thirty-five (35) and five hundred (500) miles of an Owned Station, the Company may assign non-unit personnel to perform Engineering functions up to a maximum of twenty percent (20%) (ten percent (10%) for sports and entertainment event pickups) of the total crew required (rounded up to the next person). Any such person(s) shall be employed solely for the purpose of doing such pickup(s), and may not be otherwise employed by the Company at that time.

On any pickup of a football or basketball game which is outside of thirty-five (35) miles of an Owned Station and which the Television Network broadcasts initially on a regional basis to some of the stations affiliated with the NBC Television Network, the Company may assign non-unit personnel to perform Engineering functions up to a maximum percentage of the total crew required (rounded up to the next person) as follows:

<u>Percentage of Total Network Stations</u>	<u>Percentage of Crew</u>
7-1/2%	80%
15%	40%
25%	30%

(f) Programs originated outside a radius of five hundred (500) miles may be made by any station, provided the pickup is not nearer to an Owned Station covered by this Agreement than such station. Any such station must be able to supply a minimum of twenty percent (20%) of the total number of Engineering personnel from its regular payroll (including temporary employees who work for that station from time to time) to do the event on each day that the Company broadcasts the event; if it cannot, any Owned Station covered by this Agreement shall make the pickup. Any augmentation of Engineering personnel must be on a one (1) for one (1) basis, with the first, third, fifth, etc..., Engineer being supplied by an Owned Station covered by this Agreement. The Company may send a Technical Director to represent it in a supervisory capacity in lieu of the first Company employee called for herein.

On any pickup done by Engineering employees outside the five hundred (500) mile radius, the Company may assign non-unit personnel to perform Engineering functions up to a maximum of thirty-five percent (35%) (twenty-five percent (25%) for sports and entertainment event pickups) of the total crew required (rounded up to the next person). Any such person(s) shall be employed solely for the purpose of doing such pickup(s), and may not be otherwise employed by the Company at that time.

(g) Sports programs not contracted for nor used by the Company's Television Network may be accepted for broadcast by the Owned Television Stations, provided that any such program originated within a one hundred (100) mile radius of an Owned Television Station covered by this Agreement shall be made by any Owned Television Station(s). In the event an Owned Television Station making an origination pursuant to this Section 7.1(g) cannot supply all of the necessary Engineering personnel, the balance of the required Engineering personnel may be supplied from other Owned Stations covered by this Agreement.

ARTICLE VII

MEAL EXPENSE ALLOWANCE

Modify Section 7.7 as follows:

(a) An employee assigned to a scheduled field pickup or other authorized Company business that requires traveling and/or work away from the home office overnight shall receive a per diem allowance of ~~Fifty-Five~~ Fifty-Eight Dollars ~~(\$55.00)~~ (\$58.00) (increasing to ~~Fifty-Eight~~ Fifty-Nine Dollars ~~(\$58.00)~~ (\$59.00) effective the first full payroll period following April 1, 2019) for meals and incidental expenses for each calendar day that the employee is away from the home office. (On assignments outside the Continental United States, the per diem allowance will be the same as that provided to unrepresented staff employees of the Company on the same assignment.) The term "incidental expenses" as used in this subsection (a) refers to expenses incurred for items such as laundry and tips. For remote assignments, the Company will endeavor to procure complimentary "in-room" hotel Internet connectivity. In the case of a remote sports assignment in which the Company is unable to procure complimentary "in-room" Internet connectivity, the Company will reimburse for one (1) day of such Internet connectivity during any one (1) regular work week at such a remote sports assignment, in accordance with Company policy. Employees will not be reimbursed for telephone calls and transportation (other than transportation and telephone calls authorized by the Company for business purposes). In the unusual case in which an employee incurs reasonable and necessary expenses in excess of the per diem allowance, the employee shall submit a statement of such expenses to the management representative for approval. In the case of a remote in which meals are not readily available, the Company may cater meals in a restaurant, hotel dining room or equivalent accommodation, in which event the per diem allowance shall be reduced by Three Dollars (\$3.00) for each meal other than breakfast so catered and One Dollar and Fifty Cents (\$1.50) for each breakfast so catered. For the purpose of applying the per diem allowance, an assignment in which the employee travels by air shall be deemed to start at his or her plane's scheduled departure time and end at the actual arrival time of the plane at the gate which the employee takes to return to his or her home office, provided that, if the actual arrival time of the plane at the gate is before 2:00 A.M., the assignment shall be deemed to have ended on the previous day. On all assignments covered hereunder lasting eight (8) or more consecutive days, an employee shall receive, in addition to the per diem allowance provided above, a special laundry allowance of Three Dollars (\$3.00) per day (without submitting receipts) or up to Six Dollars (\$6.00) per day reimbursement by submitting itemized receipts for the laundry expenses, retroactive in either case to the first (1st) day of such assignment.

ARTICLE VIII

WORK SCHEDULE, OVERTIME AND PENALTIES

Revise Section 8.3 as follows:

In lieu of the foregoing provision, on entertainment productions not already in existence as of March 2, 2015 (“New Entertainment Productions”), there shall be a minimum of nine (9) hours between the end of an employee’s original schedule or any extension thereof on any regular work day and the start of the next. A day off shall consist of thirty-three (33) hours off consecutively and two (2) days off, fifty-seven (57) hours. 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, except that the compensation shall be Fifteen Dollars (\$15.00) per hour, in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof. This provision will automatically expire on March 31, ~~2019~~ 2023.

[Make conforming changes to all sections of the Master Agreement including, without limitation, all applicable general and individual articles, stipulations and sideletters.]

ARTICLE VIII

CHANGES IN WORK SCHEDULE

Revise first paragraph of Section 8.6 (c) as follows:

Daily Schedule Change - Notice of daily schedule changes affecting starting time shall be given ~~no later than 11:00 P.M. of the second day immediately~~ twelve (12) hours in advance of the changed starting time, but not later than 6:00 P.M. of the work day prior to the day in question. The Company may give notice under this subparagraph by speaking directly with the employee, leaving a message on an answering machine/voice mail at the employee's home telephone, speaking with a responsible person who answers the employee's home telephone, leaving a voice mail message on or sending a text message to the employee's mobile phone, or sending an e-mail message to the employee's personal address. Each employee may advise the Company of a primary method of contact for such notification. An employee so notified must confirm receipt of such notice within ten (10) hours after such notice is given but in no event later than 9:00 P.M. of the work day prior to the day in question ~~no later than 10:00 A.M. on the day after such notice is given.~~ If schedule changes are desired thereafter, such changes can only be made by adding work time to the previously scheduled hours at overtime rates as specified in Section 8.5.

ARTICLE X

NIGHT SHIFT DIFFERENTIAL

Section 10.1:

An employee who works between the hours of 12:00 Midnight and 6:00 AM (5:00 AM beginning January 1, 2018 for all staff employees and all daily hire employees hired after August 14, 2015, and for any daily hire employees hired before August 14, 2015 who did not work a minimum of one hundred eighty (180) days in calendar year 2014 or who do not maintain a minimum of one hundred seventy (170) days of daily hire employment in each subsequent calendar year) shall be paid a night shift differential of fifteen (15%) percent (decreasing to thirteen percent (13%) effective April 1, 2019 and ten percent (10%) effective April 1, 2020) of his or her straight-time rate of pay for each straight-time hour worked, and a differential of twenty-two and one-half percent (22.5%) (decreasing to nineteen and one-half percent (19.5%) effective April 1, 2019 and fifteen percent (15%) effective April 1, 2020) of his or her straight-time rate of pay for each such overtime hour worked.

[Make conforming changes to all sections of the Master Agreement including, without limitation, all applicable general and individual articles, stipulations, and sideletters.]

ARTICLE XVIII

HOLIDAYS

Revise Section 18.6 as follows:

The extra day off referred to in Sections 18.4, 18.5 and 18.8 shall be designated by the Company and add twenty-four (24) hours to the sixty (60) hours specified in Section 8.3. The Company will make a reasonable attempt to satisfy the wishes of the individual employee in scheduling such extra day off, and such day may be added to the employee's vacation by mutual agreement. No such holiday credit shall be repaid before the holiday except by mutual agreement between the employee and the Company, and in the event the Company does not give such extra day off within ~~nine~~ six (96) months following the holiday, the employee shall receive one (1) day's straight-time pay. In each calendar year, the Company must satisfy the wishes of the individual employee in scheduling two (2) of the extra days off referred to in Sections 18.4 or 18.5 (hereinafter called "mandatory payback days"), provided that the employee who is owed such days off notifies the Company in writing within a period of fourteen (14) days following the holiday concerned that it is to be considered a mandatory payback day, and that within a period of three (3) months following the holiday the employee requests in writing a specific date for the day off three (3) weeks in advance of such date, which date shall be within nine (9) months following the holiday. The requirement of consecutiveness set forth in Sections 18.4 and 18.5 shall not be applicable to the mandatory payback days. Notwithstanding the foregoing provisions regarding mandatory payback days, an employee, in lieu of selecting one (1) or both mandatory payback days as provided above, may require, once in any calendar year, that the Company schedule one (1) or both extra days off earned under Sections 18.4 or 18.5 contiguous to the employee's vacation, if the employee so notifies the Company in writing within a period of fourteen (14) days following the holiday concerned, or in lieu of selecting one (1) or both mandatory payback days as provided in this Section, he or she may elect to receive one (1) or both days' straight-time pay if he or she so notifies the Company in writing within a period of fourteen (14) days following the holiday concerned. No holiday listed in Section 18.1 and no day during the workweek that includes Thanksgiving and during the period of December 22nd through January 2nd may be selected as the date for a mandatory payback day.

ARTICLE XIX

VACATIONS

Modify Section 19.1 as follows:

(a) An employee who is hired prior to [Ratification Date] and is on the payroll on the last Friday of December of any year shall be entitled to vacation with pay in the succeeding year, as follows:

<u>Total Company Seniority as of the last Friday in December</u>	<u>Weeks of Vacation with Pay</u>
Less than 5	3 weeks
5 years but less than 15 years.....	4 weeks
15 years but less than 25 years.....	5 weeks
25 years or more.....	6 weeks

(b) An employee who is hired on or subsequent to [Ratification Date] and is on the payroll on the last Friday of December of any year shall be entitled to vacation with pay in the succeeding year, as follows:

<u>Total Company Seniority as of the last Friday in December</u>	<u>Weeks of Vacation with Pay</u>
<u>Less than 1 year.....</u>	<u>1 week</u>
<u>1 year but less than 4 years.....</u>	<u>2 weeks</u>
<u>4 years but less than 10 years.....</u>	<u>3 weeks</u>
<u>10 years but less than 20 years.....</u>	<u>4 weeks</u>
<u>20 years or more.....</u>	<u>5 weeks</u>

(c) Notwithstanding the above, if an individual who has worked as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days during calendar year 2017 is converted to a staff employee during the term of the 2018- 2022 NABET-CWA/NBCU Master Agreement, such individual shall be eligible for vacation in accordance with Section 19.1(a).

ARTICLE XX

GRIEVANCES AND ARBITRATION

Modify Section 20.6 as follows:

The following persons shall serve as Impartial Umpire during the term of this Agreement:

Joan Parker Section 20.10 cases as
 provided and grievances
 involving more than one office

Joan Parker New York Office
(Carol Wittenberg or
another arbitrator
mutually acceptable
to the parties,
Alternate)

~~Mei L. Bickner~~]
Jonathon Monat]
Kenneth Perea] Los Angeles Office
Douglas Collins]

Joan Parker Washington Office

Alan Symonette Chicago Office

In Los Angeles, where ~~four (4)~~ three (3) Umpires are designated, the Umpire shall be selected in rotation, provided that if the appropriate Umpire has no available dates for hearing the case within a reasonable period of time after the matter is referred to him or her for arbitration, the matter shall be referred to the next Umpire in rotation who has such available dates. The Company may elect to skip the Umpire selected by rotation, and proceed with the next umpire in rotation, up to two (2) times during the term of the Master Agreement. However, it is agreed that for any cases involving jurisdictional issues, the parties shall select the Umpire by striking names from the above list unless they mutually agree otherwise.

Modify Section 20.10 as follows:

Notwithstanding any of the foregoing provisions of this Article XX, if a party to the Agreement claims that there will be a violation of Article II, V, VI, VII, A-II, A-IV, A-X, N-II, P-II or Section 8.9(c) of Article VIII or of an arbitration award, such party shall have the right to file a grievance directly with the Impartial Umpire setting forth such claim, demanding injunctive relief, and invoking the expedited arbitration procedure set forth below. However, this Section 20.10, which is applicable only to complaints of action not yet effectuated, may be utilized only if time does not permit the processing of the grievance under the other Sections of Article XX. No grievance shall be filed under this Section until such grievance has been discussed (by phone or otherwise) between a designated official of the ~~International~~ Sector Office of the Union and a designated official of the main office of the Company. A copy of the notice invoking this Section shall be sent simultaneously to the other party. Under the expedited procedure, the arbitration hearings shall commence at the earliest availability of the Impartial Umpire unless the grieving party consents to an extension of time.

ARTICLE XXII

BENEFIT PLANS AND PROGRAMS

Modify Section 22.13 as follows:

The NBCUniversal Business Travel Accident Plan shall be applicable to ~~the staff~~ all eligible employees covered by this Agreement in accordance with the terms of that Plan.

ARTICLE XXVI

TERM OF AGREEMENT

Revise Section 26.1 and 26.3 as follows:

Section 26.1

Basic minimum wage scales specified in all agreements herein and overtime rates based thereon, shall be effective ~~August 22, 2015~~ the first full payroll period following April 1, 2019 except as otherwise herein provided. All other money items, penalties (including meal penalties), overtime provisions, allowances, upgrades and changes in classifications and other provisions in all agreements shall be effective ~~August 14, 2015~~ the first full payroll period following April 1, 2019 or such later date as otherwise herein provided.

Section 26.2

Employees shall be paid every other week at twice the applicable weekly rates of pay set forth in the applicable agreements.

Section 26.3

This Master Agreement shall remain in effect until Midnight (New York Time), March 31, ~~2018~~ 2022. Upon written notice by either party served at least sixty (60) days prior to April 1, ~~2018~~ 2022, both parties agree to commence negotiations on or before March 18, ~~2018~~ 2022, for extension or modification of this Agreement for a period to commence April 1, ~~2018~~ 2022.

SIDELETTER 4

Revise Sideletter 4 as follows:

It is agreed that all written stipulations, sideletters and other written agreements entered into between NBC or NBCUniversal and the National Association of Broadcast Employees and Technicians, AFL-CIO, during the period from April 1, 1987 to ~~March 31, 2018~~ March 31, 2022 will be deemed to be in effect for the period of the current contract and shall remain in effect until and unless modified by agreement of the parties or they expire or are terminated in accordance with their specific terms.

SIDELETTER 10

OVERSEAS ASSIGNMENTS

Modify Sideletter 10 as follows:

This will confirm the understanding which we reached during the negotiation of our Settlement Agreement regarding the assignment by the Company of NABET-CWA-represented employees to work outside of the Continental United States.

If the Company wishes to make any such assignments during the term of this Agreement, it will discuss and agree upon the conditions of such non-news assignments with the Union.

With respect to NABET-CWA-represented Newswriters and Engineering employees assigned, at the Company's option, to news assignments overseas, the parties agree as follows:

1. For each day a covered employee is employed overseas in an exclusive overseas work week, the Company will pay him or her at a rate of two hundred percent (200%) of his or her applicable daily rate under the Master Agreement. Such flat rate shall constitute full payment for each day, in lieu of all other payments, including, but not limited to, regular wages, overtime, penalties and premium pay. However, any covered employee hired pursuant to Section A2.2(e)5 or Sideletter 32 shall receive the daily benefit payment in addition to the flat rate set forth in this subparagraph.

For the purposes of this Agreement, "work week" shall be defined as a seven (7) day period commencing on Saturday at 12:01 A.M. and ending on Friday at midnight, and "an exclusive overseas work week" shall be defined as a work week wherein the covered employee performs only overseas assignments.

2. For each day a covered employee is employed overseas in a week split between domestic and overseas assignments (split week), the Company will compensate him or her on the same basis as if he or she were on domestic assignment for the work performed during that workweek.

For the purposes of this Agreement, "split week" shall be defined as a work week wherein the covered employee performs work on both domestic and overseas assignments.

Scheduling of any type of domestic day(s) off with or without pay (e.g., day off, credit day, holiday, vacation, leave of absence, etc.) during a workweek including an overseas assignment does not constitute a domestic assignment and will not result in a split week for purposes of this Sideletter 10.

Travel on a Friday to an overseas assignment, on which day the employee performs only work related to that overseas assignment (including, but not limited to packing technical equipment for the trip) shall be paid pursuant to Article XVI. As of midnight at the point of departure, a new tour commences which shall be paid pursuant to this Sideletter 10.

For a tour that commences on a Friday with work performed on a domestic assignment unrelated to an overseas assignment and continues overseas without a break in such tour, the employee shall be paid as on a continuous domestic tour until the actual arrival of the airplane at the final destination.

3. An overseas assignment shall be deemed to start at the time the employee leaves the first point of departure within the Continental United States from which his or her travel to the overseas destination is uninterrupted by an overnight stay in the Continental United States. It shall end at the conclusion of the employee's return trip or an overnight stay in the Continental United States on his or her return trip, whichever is sooner. If such trip ends no later than 8:00 A.M., and the employee performs no work on that calendar day, payment for such day shall be at the applicable domestic rate.

4. Nothing in this Agreement shall affect a covered employee's right to payments due under Section 7.7 of the Master Agreement.

5. The terms of this Agreement will be explained to the employees in advance, and they will only be so assigned should they agree to these terms.

SIDELETTER 11

Revise the Preamble to Sideletter 11 as follows:

The Company recognizes and appreciates the unique contribution its NABET-CWA-represented engineers have made on a daily basis throughout the years in gathering material for broadcast by the Company, and it is committed to continuing to use its NABET-CWA-represented engineers as its primary workforce in the future for such work. However, the parties recognize that the Company may assign other than NABET-CWA-represented engineers to gather material for broadcast utilizing digital cameras capable of being hand-held (including, but not limited to, VX 2000, Sony PD 170, Sony PD 150, Sony V1U, Sony Z1U, Sony FX 1000, TRV 11, TRV 19, Samsung SCH-80, Canon XL-1, PC 109 or other similar cameras. Therefore, the parties agree as follows regarding the utilization of such digital cameras by such non-unit personnel:

Revise Paragraph 7 to Sideletter 11 as follows:

7. No NABET-CWA-represented engineer on regular staff as of **[day prior to ratification date]** shall be laid off during the period **[ratification date]** through March 31, 2022 as a direct result of the use of such cameras by non-unit persons in accordance with the terms of this Sideletter.

SIDELETTER 23

Amend the current provision as follows:

Whether or not shot with digital cameras, the Company will use NABET-CWA represented engineers as its primary workforce to perform the functions in connection with Company-produced broadcast television programming for which such engineers have traditionally been the primary workforce prior to March 31, 2006, including primetime dramatic programs (including sitcoms) shot television-style (utilizing video cameras recorded through or connected to a video switcher), news, sports, game programs, daytime serials, variety programs, talk shows, reality shows and live dramatic programs.

It is understood the concept of primary workforce is on an overall basis comprising all operations and entities covered by the Preamble and is not tied to any one location, program, department, timeframe etc.

Provided the Company is able to obtain a similar commitment from other unions or guilds which it has agreements that such unions or guilds will not claim the work described in the first paragraph of this Sideletter, the Union agrees that it will not claim work which has traditionally been done on film which now may be produced utilizing digital technology e.g. 24P (or other technology which effectively substitutes for the look of film) and which is shot film-style. Examples of such broadcast television programming are segments of variety programs and primetime multi-camera dramatic programs (including sitcoms).

The terms of the Sideletter are without prejudice to the contractual positions of the parties regarding any other provision of the Master Agreement. However, in response to a claim it has not met its obligation(s) as specified under this Sideletter, neither party will assert that any other provision of the Master Agreement relieves it of such obligation(s).

This Sideletter neither expands nor contracts the jurisdiction of the Union under the ~~2015—2018~~ 2018 -2022 Master Agreement. This Sideletter automatically expires on March 31, ~~2019~~ 2023.

SIDELETTER 32

DAILY BENEFIT PAYMENT

Revise the 3rd subparagraph of Paragraph 1 of Sideletter 32 as follows:

Daily employees shall receive a daily benefit payment of ~~Sixty-Five Dollars (\$65.00) (increasing to Sixty-Seven Dollars (\$67.00) effective August 22, 2015)~~ (increasing to Sixty-Nine Dollars (\$69.00) effective the first full payroll period following April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective the first full payroll period following April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective the first full payroll period following April 1, 2021) except that a tour of twelve (12) hours or less which begins on one (1) calendar day and ends on another calendar day shall require only one (1) such payment. In the event the Company is required to cover daily-hire employees in any employee benefit program, the costs to the Company of providing such coverage shall be offset against such ~~Sixty-Five Dollars (\$65.00) (increasing to Sixty-Seven Dollars (\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective the first full payroll period following April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective the first full payroll period following April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective the first full payroll period following April 1, 2021) effective August 22, 2015)~~. The amount to be offset to provide such coverage shall be determined by the Company's Vice President, Labor Relations and the Sector President of the Union, or their designees. If they should fail to agree, the matter may be submitted to an Impartial Umpire by either party for determination of the appropriate amount to be offset. The parties have agreed that the first Twenty Dollars (\$20.00) (increasing to Twenty-Two Dollars (\$22.00) effective the first full payroll period following April 1, 2019 then increasing to Twenty-Three Dollars (\$23.00) effective the first full payroll period following April 1, 2020, then increasing to Twenty-Four Dollars (\$24.00) effective the first full payroll period following April 1, 2021) of the daily benefit payment paid pursuant this paragraph, shall be contributed to the Entertainment Industry Flex Plan. (For personal services agreement application, see paragraph (b) of Sideletter 2, page 234).

SIDELETTER 32

TRAVEL ONLY DAY

Amend the third paragraph of the 16.6(a) and 16.11 "in lieu of" sections of Sideletter 32 as follows:

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, for "travel only" days to, from and/or between out-of-town assignments originating within the Continental United States (excluding Alaska), a daily employee shall be paid at the rate of ~~Twenty Six Dollars (\$26.00) (increasing to Twenty Eight Dollars (\$28) effective August 14, 2015, then increasing to Thirty Dollars (\$30) effective April 1, 2016, and increasing to Thirty-Two Dollars (\$32) effective April 1, 2017 (increasing to Thirty-Four Dollars (\$34.00) effective the first full payroll period following April 1, 2019, then increasing to Thirty-Five Dollars (\$35.00) effective the first full payroll period following April 1, 2020, then increasing to Thirty-Six Dollars (\$36.00) effective the first full payroll period following April 1, 2021 but in no event at a rate higher than the employee's regular rate of pay)~~ per hour of travel with a minimum of eight (8) hours. Any hours of travel by such employee in excess of eight (8) hours in any such day or which, when combined with hours worked by such employee, exceed forty (40) hours in the regular work week (as defined in Section 8.2) shall be paid as overtime at one and one-half (1½) times the ~~Twenty Six Dollars (\$26.00) (increasing to Twenty Eight Dollars (\$28) effective August 14, 2015, then increasing to Thirty Dollars (\$30) effective April 1, 2016, and increasing to Thirty-Two Dollars (\$32) effective April 1, 2017 (increasing to Thirty-Four Dollars (\$34.00) effective the first full payroll period following April 1, 2019, then increasing to Thirty-Five Dollars (\$35.00) effective the first full payroll period following April 1, 2020, then increasing to Thirty-Six Dollars (\$36.00) effective the first full payroll period following April 1, 2021 but in no event at a rate higher than the employee's regular rate of overtime pay)~~ per hour of ~~travel rate of pay~~ in one-tenth (1/10) hour segments. For such days, a daily employee also will receive the applicable per diem allowance pursuant to Section 7.7 and daily benefit payment pursuant to this Sideletter. In addition, a "travel only" day shall count for purposes of Section 3.1(b) and the 170-day calculation under this Sideletter. The payments set forth in this paragraph shall be in lieu of any other wages, premiums, penalties or other compensation to which the employee may be entitled. For purposes of this paragraph, hours of travel shall be those, when traveling by air, train or bus, between the scheduled departure and

actual arrival of the airplane, train or bus, and, when traveling by car, between the actual departure from the employee's home or hotel (as assigned) and the actual arrival at the employee's home or hotel (as assigned). Except where it is the result of the employee's choice, if the travel requires the employee to drive a distance of greater than 60 miles to a hotel from an airport, train station or bus terminal or from a hotel to an airport, train station or bus terminal, the time spent on such drive shall be paid at the rate set forth in this paragraph.

SIDELETTER 32

ANNUAL PERSONAL LEAVE PAYMENT

Amend the provisions of Sideletter 32 regarding the annual personal leave payment as follows:

An individual who works as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days in any calendar year, shall be entitled to the following from April 1st of the subsequent calendar year to the following March 31st when so employed as a daily hire:

- (1) Short turnaround (Sections 8.3, excluding the second sentence; N5.1(a) and U4.3, excluding the second sentence).
- (2) Continuous tour (last sentence of Sections 8.1 and U4.1).
- (3) One year of credit on the Group 2 escalator. Any such credit shall be retained until the year following that year in which the employee has not worked as a daily-hire employee for one hundred and seventy (170) or more days in the preceding three (3) consecutive calendar years.
- (4) Call back (Sections 8.4(b) and U4.5(b)) provided the tour the employee has completed lasted at least eight (8) hours.
- (5) Annual personal leave payment in an amount equal to five percent (5%) of such employees straight-time rate of pay for all straight-time hours worked in the preceding calendar year, which shall be payable the second Friday of March of the following year. Notwithstanding the foregoing provisions of this Sideletter, in the event an individual works as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days in a calendar year and is offered and accepts a staff position prior to the second Friday of March of the following calendar year and remains so employed as a staff employee on the second Friday of March of the following calendar year, then the employee shall be entitled to the annual personal leave payment for such prior calendar year in accordance with the terms hereof.

SIDELETTER 32

COMMUTER TAX BENEFIT PROGRAM

Add the following provision to Sideletter 32:

An individual who works as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days in any calendar year, shall be entitled to the following from April 1st of the subsequent calendar year to the following March 31st when so employed as a daily hire

- (7) Effective April 1, 2020, the Company will permit 170 day daily hires to participate in its commuter tax benefit program on the same basis as it offers such participation to similarly situated non-NABET represented employees. The parties agree that any changes made to the program are automatically applicable to NABET-represented 170 day daily hires to the same extent as non-NABET represented employees. It is further agreed that NABET specifically waives any right to bargain over such changes. For purposes of this understanding, the term “changes” shall include, but not be limited to: the elimination, substitution, modification, replacement, merger and/or any other adjustment of the program for program participants in general.

SIDELETTER 32

CWA SRT CONTRIBUTION

Amend Paragraph 6 as follows:

So long as no fewer than fifty (50) employees are eligible at all times, employees under this Sideletter 32 shall be eligible to participate in the CWA Savings and Retirement Trust ("CWA SRT") in accordance with the terms and conditions in effect as of October 1, 1994. The Company shall make a matching contribution to the CWA SRT of fifty percent (50%) of a daily-hire employee's contributions to the CWA SRT made under this Sideletter in a calendar year, up to a maximum of a Company contribution equal to ~~one percent (1%) (increasing to two percent (2%)~~ effective as of January 1, 2016 (increasing to two and one-half percent (2.5%) effective as of January 1, 2019) of such employee's gross earnings in the same calendar year for work performed under this Sideletter. For 2006, the Company's matching obligation shall be with regard to employee contributions and gross earnings commencing as of September 2, 2006. The matching contributions will be payable by separate check to the CWA SRT by the third Friday of March of the following calendar year. The Company shall be obligated to make matching contributions only to the extent that the CWA SRT remains a qualified plan under any and all applicable regulations.

* * *

SIDELETTER 32

PAID SICK LEAVE FOR DAILY HIRE EMPLOYEES

Revise Paragraph 7 of Sideletter 32 as follows:

7. (1) Daily hire employees who have worked a minimum of eighty (80) hours upon commencing employment with the Company shall accrue a maximum of three (3) paid sick leave days each calendar year according to the following schedule:

1 day (8 hours) after 240 hours of work in a calendar year

2 days (16 hours) after 480 hours of work in a calendar year

3 days (24 hours) after 720 hours of work in a calendar year

(2) The accrual schedule referenced in paragraph 1 above shall commence upon ratification of a successor agreement to the 2009-2015 NABET-CWA NBCU Master Agreement.

In addition, commencing with the first full calendar year following ratification of the successor agreement to the 2015-2018 NABET-CWA NBCU Master Agreement, daily hire employees may accrue an additional sick leave day for carryover purposes after 960 hours of work in a calendar year. Such additional paid sick leave day may only be carried over to the immediately subsequent calendar year and shall not increase the number of paid sick leave days the employee may use in a calendar year as set forth in subparagraph (3) below.

Effective April 1, 2019, Daily hire employees shall receive the daily benefit payment provided in this Sideletter for each paid sick leave day used under this Paragraph 7.

(3) Daily hire employees may carry over a maximum of three (3) ~~(four~~ (4), commencing with the first full calendar year following ratification of the successor agreement to the 2015-2018 NABET-CWA NBCU Master Agreement) days of unused paid sick leave days (24 hours ~~(32 hours, commencing as noted above)~~) accrued in one calendar year into the following calendar year, but are not permitted to use more than three (3) paid sick leave days in any calendar year.

(4) Unused paid sick leave days will not be paid out upon separation from employment.

(5) Sick leave is available for use by a daily hire employee for a sickness or injury or for a daily hire employee to care for a sick child, parent, spouse, or domestic partner.

(6) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the daily hire employee or the daily hire employee's "family member." "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the daily hire employee stands in loco parentis; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the daily hire employee or the daily hire employee's spouse or registered domestic partner or a person who stood in loco parentis when the daily hire employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling. Sick leave also may be taken by a daily hire employee who is a victim of domestic violence, sexual assault or stalking. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable.

(7) In light of the foregoing commitments, the parties expressly waive the paid leave requirements of any applicable federal, state, and/or local paid sick leave laws to the extent permitted by applicable federal, state, and/or local paid sick leave laws for all NABET-CWA represented daily hire employees.

SIDELETTER 45

VENDOR SIDELETTER

Modify Sideletter 45 as follows:

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary:

1. (a) On any remote assignment, not more than a total of ~~four (4)~~ five (5) maintenance engineers persons (and, in the event an aircraft is utilized, three (3) additional persons employed by a vendor(s) for each such aircraft) employed by a vendor(s) for each mobile unit (whether a single, e.g., NEP ND-5, or multiple unit e.g., NEP ND-1), inclusive of an Engineer-in-Charge for each mobile unit, may be assigned by the Company to ~~operate,~~ maintain and/or repair technical and lighting equipment (excluding, on news assignments, the operation of electronic cameras being hand-held or on tripods and associated equipment where such cameras are not tied in to central electronics) in connection with the mobile unit provided by such vendor(s), but which has been turned over the Company for operation.

(b) However, with respect to any multiple-assignment event, the Company is limited to no more than the number of such persons computed in accordance with subparagraph (a) above for each of a maximum of four (4) separate assignments (e.g., at the Super Bowl event, with respect to the Today Show, the pre-game, the game and the post-game, there may be a total of not more than the number of such persons computed in accordance with subparagraph (a) above for each of those assignments). Such multiple-assignment event shall be distinguished by listing each assigned crew on a separate manpower spreadsheet and/or by assigning any such crew to a separate mobile unit where there is more than one (1) mobile unit on site.

2. On any non-remote or remote assignment, when the Company contracts, rents or leases specialized equipment or technology (e.g., Pro-tracer, cranes, cable cams, steady cams, RF equipment, video walls and turntables, etc.) from a vendor, where, as part of the contract, rental or lease, the vendor requires his employees to operate, and/or maintain, and/or repair the equipment or technology, or where the vendor's employees possess specialized skill or expertise in the operation, and/or maintenance and/or repair of such equipment or technology, not more than a total of ~~eight (8)~~ ten (10) persons employed by a vendor(s) may be assigned by the

Company to operate, and/or maintain, and/or repair such equipment. Persons employed by a vendor(s) on remote assignments under this paragraph may be in addition to those persons employed by a vendor(s) under paragraph 1(a). Where the Company uses fewer than ~~eight (8)~~ ten (10) vendor employees on a sports remote under this paragraph, the Company may take as a credit the difference between the number of vendor employee-days available to the Company on a specific remote pursuant to this paragraph, and the total number of vendor employee-days used on such remote. (by way of example only, on a two (2) day hockey remote, where no vendor employees provide service, the Company would earn a credit of ~~sixteen (16)~~ twenty (20) vendor employee-days). Such credit may be applied on future sports remotes, up to ~~four (4)~~ six (6) additional vendor employee-days per day on such future remote. Unused credits shall expire one (1) year following the event in which they were earned. Notwithstanding the foregoing, for up to three (3) events per calendar year and upon at least three (3) months' notice to the union with respect to each such event, the Company may use up to twenty (20) vendor employees under this paragraph without applying or otherwise affecting the credits accrued pursuant to the terms hereof. The Company shall provide, on no less than a monthly basis, a report showing credits earned and utilized on each specific remote pursuant to this paragraph, and the date and event on which such credits were earned or used. Moreover, the number of such persons employed by a vendor(s) on remote assignments under this paragraph shall reduce the Company's entitlement to utilize non-unit personnel pursuant to Sections ~~7.1(e)~~ and (f) or A2.3(b)(1) and (2) by an equal number. The Company shall furnish crew spreadsheets including the names of all vendor employees (including aircraft vendor employees) utilized in advance of any sports remote.

3. Copies of any vendor contract, rental, or lease agreement that is relevant to the administration of this Sideletter will, subject to confidentiality, be made available to the union upon request.

SIDELETTER 70

Revise Paragraph 4 as follows:

4. Notwithstanding the provisions of Section A8.2, an engineer who is assigned for the majority of his or her entire tour to operate such a system may not receive a scheduled meal period, but shall be given an opportunity to eat during the workday. Such an engineer shall receive a flat payment, in addition to his or her regular compensation, of ~~Forty~~ Forty – Two Dollars (~~\$40.00~~ 42.00) per day for each such day. This payment shall be in lieu of any premiums or penalties, or meal periods added at the end of a tour, which might otherwise be required pursuant to the provisions of Article A-VIII.

SIDELETTER 80

Amend Paragraph 9 as follows:

“On or after ~~March 31, 2018~~ March 31, 2022, and upon thirty days’ written notice, either party may cancel this Sideletter.”

Settlement Agreement Re: Digital Journalists

Whereas NABET-CWA Local 11 has filed Unit Clarification Petition 2-UC-623 with Region 2 of the NLRB; and

Whereas representatives of Local 11 and the NABET Sector (hereinafter “the Union”) have discussed this matter with NBCUniversal Media, LLC. (“the Company”); and

Whereas the Union and Company wish to settle this matter under the express terms stated below;

Now therefore the Union and the Company agree:

1. The Unit Clarification Petition 2-UC-623, previously withdrawn by Local 11, shall remain withdrawn pursuant to the terms of this agreement. Such withdrawal shall be without prejudice should such a petition be refiled following expiration of the successor agreement to the ~~2009-2015~~ 2015 – 2018 Master Agreement between the parties. The Union agrees not to refile a unit clarification petition prior to March 31, ~~2019~~ 2023.
2. It is further agreed between the parties that this Settlement Agreement neither expands nor contracts the jurisdiction of the Union under the terms of the Master Agreement.
3. It is further expressly agreed that nothing in this Settlement Agreement or the withdrawal of the Unit Clarification Petition shall constitute a waiver of the Union's claims in the Unit Clarification Petition regarding Digital Journalist assignments at the Network News Operations of the Company. The parties agree that this Settlement Agreement is entered without prejudice to the position of either the Company or the Union and that each party expressly reserves any and all arguments or defenses each may raise in the event of a refiling of a unit clarification petition as contemplated by this Agreement. The lapsed time during which Sideletter 80 (Digital Journalist Assignments) of the Master Agreement is in effect shall neither support nor diminish any argument regarding the historical inclusion or exclusion of individuals performing Digital Journalist assignments. It is also agreed that nothing in Sideletter 80 shall prejudice either party's position as to whether the term “Digital Journalist” refers to an assignment or a position.
4. It is further agreed that in the event that Sideletter 80 is no longer in effect and the Union brings a Unit Clarification Petition regarding Digital Journalists, the Company will not object to the refiling of such Petition based upon the withdrawal described in this Agreement.

Signed:

Louis Marinaro
President, NABET-CWA, Local 11

Jason Laks
SVP Labor Relations, NBCUniversal
Media, LLC

Charles G. Braico
Sector President, NABET-CWA

SIDELETTER 82

DAILY HIRES AND COMPANY PLANS

Revise Section 1 of Sideletter 82 as follows:

1. Commencing as of January 1, 2016, an individual shall be eligible for the Plans from January 1st to December 31st (“Eligibility Year”) provided he or she has worked as a daily hire employee under Sideletter 32 for one hundred and ninety-five (195) (commencing as of January 1, 2020, one hundred and seventy (170)) days or more during the one (1) year look-back period designated in the Medical Plan (currently October 15th of the year two (2) years prior to the Eligibility Year through October 14th of the year one (1) year prior to the Eligibility Year).