

NBCU's Package Proposal to NABET-CWA

Dated: July 25, 2011

MEMORANDUM OF AGREEMENT

This document and attachments hereto constitute the Memorandum of Agreement which confirms the agreement for ratification submission reached between the parties as a result of the 2008-2011 Master Agreement negotiations between the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO-CLC (hereinafter called "NABET-CWA") and NBCUniversal.

The NABET-CWA bargaining committee agrees to submit the Company's July 25, 2011 Package Proposal for ratification by the eligible NABET-CWA membership. The attachments hereto are those items which have been agreed upon by the parties to be submitted for ratification, and are written in contract language unless otherwise specified. It is also agreed that conforming and updating changes will also need to be made in the new Master Agreement in the event of ratification. Furthermore, all proposals made during the negotiations and not attached hereto are deemed, pending ratification, to have been mutually withdrawn by the parties.

NBCUniversal

NABET-CWA

By: _____

By: _____

....., 2011

....., 2011

Wage Scales

The following wage proposal shall apply to **each** contract and Sideletter 64, except for New Staff and Daily Hires hired on or after **[ratification date]** under Section A3.1 in Groups 1A, 2, 3, 5, 6 and 7, provided that the effective date set forth below must occur during the term of the Master Agreement in order for the base wage increase to become effective:

- (a) Effective as of the beginning of the first full payroll period following **[ratification date]**, base wages shall be increased by 2.5%;
- (b) Effective as of the beginning of the first full payroll period following April 1, 2012, base wages shall be increased by 2.0%; and
- (c) Effective as of the beginning of the first full payroll period following April 1, 2013, base wages shall be increased by 2.5%.

In the event that the Company does not receive formal notice of full ratification of the 2009-2014 Master Agreement on or before August 31, 2011, the wage increases in subsections (b) and (c) above shall be effective on the first full payroll period one year following ratification and the first full payroll period two years following ratification respectively.

July 25, 2011

5/5/09

ARTICLE II

Section 2.1

Revise as follows:

“The Company will not discriminate against any employee for anything said, written or done in furtherance of the policies and aims of the Union. Neither the Union nor the Company will discriminate against any employee because of race, creed, age, sex, sexual orientation, disability (~~as defined in the Americans with Disabilities Act or the applicable state or local law or regulation~~), color, ~~or~~ national origin, religion, or any other characteristic protected by applicable federal, state or local law, in violation of such law, including but not limited to the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Uniformed Services Employment and Reemployment Rights Act, the New York State Human Rights Law, the New York City Human Rights Code, California Fair Employment and Housing Act, the Illinois Human Rights Act, the District of Columbia Human Rights Act, or any other federal, state or local law prohibiting discrimination. It is understood that the preceding sentence will not affect the Company’s retirement policy nor will it be construed to prevent the Company from considering age when permitted to do so under applicable law.”

May 18, 2010

ARTICLE VII

Section 7.7(a)

Increase the \$54.00 allowance to \$55.00 effective as of the first full payroll period following notice of ratification.

Section 7.7(b)

Increase the \$19.00 payment to \$20.00 effective as of the first full payroll period following notice of ratification.

June 25, 2010

ARTICLE VIII

Section 8.3 – Turnaround.

Increase Five Dollar (\$5.00) penalty payment to Seven Dollars and Fifty Cents (\$7.50), and increase Ten Dollar (\$10.00) penalty payment to Fifteen Dollars (\$15.00) as of [**the first full payroll period following notice of ratification.**]

February 4, 2011

1/12/10

ARTICLE VIII

Section 8.6(b)

Increase the \$19.00 penalty to \$21.00 effective as of the first full payroll period following notice of ratification.

June 25, 2010

ARTICLE XIV

DISCHARGES

Section 14.2 – Amend section as follows:

“(b) In lieu of arbitration, said dischargee may accept a termination hereunder and, in that event, shall receive a severance payment of three (3) weeks per year for each year of service, but in no event more than 52 weeks, together with a termination package of job counseling, appropriate references, out-placement and other related employment services, all to be provided by or through the Company. Upon his or her acceptance of a termination hereunder, the dischargee shall also be deemed to have been given four (4) weeks' advance notice of discharge, which period shall be converted to pay in lieu of notice. In addition, the Company will not oppose any application for unemployment insurance. In consideration of the foregoing, said dischargee and the Union shall immediately execute a general release drafted by and satisfactory to the Company.”

September 26, 2008

ARTICLE XX

Section 20.1

Amend to add a new sixth paragraph as follows:

“An employee covered by the Master Agreement may request that the Union file a grievance on his or her behalf, in accordance with the provisions of this Article, alleging that the Company has violated the second sentence of Section 2.1 of the Master Agreement. In the event that the Union does not file such a grievance within the time limits set forth in this Section, whether because the employee does not request that such a grievance be filed within said time limits or otherwise, or does not refer such a timely-filed grievance to arbitration pursuant to Section 20.6, the aggrieved employee may submit his or her claim to the Company’s mandatory dispute resolution program (currently called “Solutions”), provided such claim complies with the provisions of such program. The process described in this paragraph shall provide the sole and exclusive procedure for resolution of such claims, and neither the Union nor any aggrieved employee may file an action or complaint in court on any claim that arises under Section 2.1, having expressly waived the right to so file. The impartial Umpire’s decision (in the case of a claim brought by the Union) or the arbitrator’s decision (in the case of a claim brought by the employee through the Company’s mandatory dispute resolution program) shall provide the final, binding and exclusive determination of such claim, subject only to appeal in accordance with the Federal Arbitration Act.”

May 18, 2010

Article XXII

Benefit Plans And Programs

Amend and restate as follows:

“Section 22.1

The NBCUniversal Qualified Defined Benefit Plan shall be applicable to employees covered by this Agreement who were hired on staff prior to January 1, 2011, so long as, on or after January 1, 2011, their continuous service is neither lost nor broken or otherwise no longer maintained, in accordance with the terms of that Plan.

Section 22.2

The NBCUniversal Flexible Retirement Account shall be applicable to employees covered by this Agreement who were hired on staff on or after January 1, 2011, in accordance with the terms of that plan.

Section 22.3

The NBCUniversal Capital Accumulation Plan (CAP) shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

Section 22.4

The NBCUniversal Medical and Prescription Drug Coverage Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

Section 22.5

The NBCUniversal Dental Coverage Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

9/26/08; 5/5/09; 4/4/11

Section 22.6

The NBCUniversal Vision Care Coverage Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

Section 22.7

The NBCUniversal Life and Accident Coverage Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

Section 22.8

The NBCUniversal Disability Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

Section 22.9

The NBCUniversal Postretirement Medical and Death Benefit Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan (excluding the NBCUniversal Retirement Life for employees hired on or after January 29, 2011).

Section 22.10

The NBCUniversal Resources and Referral Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

Section 22.11

The NBCUniversal Adoption Assistance Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

9/26/08; 5/5/09; 4/4/11

Section 22.12

The NBCUniversal Emergency and Family Aid Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

Section 22.13

The NBCUniversal Education Assistance/Individual Development Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

Section 22.14

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

Section 22.15

The NBCUniversal Personal Business Days Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

Section 22.16

The NBCUniversal Sick Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

Section 22.17

The NBCUniversal Family and Medical Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

9/26/08; 5/5/09; 4/4/11

Section 22.18

The NBCUniversal Child Rearing Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

Section 22.19

The NBCUniversal Bereavement Leave Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

Section 22.20

The NBCUniversal Salary Continuance Policy shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Policy.

Section 22.21

Changes in any of the Plans, Programs, and Policies specified in Article XXII (the "NBCU Plans") made during the term of this Agreement which apply to non-exempt, staff employees of NBCUniversal shall automatically be applicable under the same terms and conditions to eligible staff employees covered by this Agreement. The Union will be notified of such changes to the NBCU Plans. The Company will supply the Union, upon request, with a copy of each of the NBCU Plans specified in this Article.

For purposes of the NBCU Plans set forth in Sections 22.1 through 22.20 above, and subject to the preceding paragraph in Section 22.21, staff employees covered by this Agreement with a first day of work after August 28, 2006 or who are reemployed with a new first day of work on or after such date, shall be treated as "New Plan Participants" within the meaning set forth in the previously applicable plans and programs and shall be provided with benefits based on such status on the same basis as similarly situated non-exempt staff employees of NBCUniversal.

9/26/08; 5/5/09; 4/4/11

Section 22.22

The claim of an employee concerning rights under the terms of these Plans, Programs, and Policies listed in Article XXII may be processed in accordance with the grievance procedure as set forth in the collective bargaining agreement between the parties but shall not be subject to arbitration except by mutual agreement.

Section 22.23

The Company and the Union, having negotiated concerning the subject of employee benefits, each waives the right to require that the other bargain collectively concerning any and all matters relating thereto during the term of this Agreement. However, nothing shall limit the rights of the plan sponsors of the NBCU Plans to unilaterally modify or make changes in the NBCU Plans referenced in this Article. The parties agree that there shall be no employee demonstration, strike, stoppage of work, or lockout or other interference with Company operations in connection with such matters during the term of this Agreement.

Section 22.24

Nothing in this Article or in the plans, policies or programs referred to herein shall cause any plan participant, dependent, or beneficiary to receive duplicate benefits with respect to the same condition or period of time.”

July 25, 2011

5/1/09; 12/17/09; 10/20/10

ARTICLE XXVI

Section 26.3.

Revised as follows:

“This Master Agreement shall remain in effect until Midnight (New York Time), March 31, 2014. Upon written notice by either party served at least sixty (60) days prior to April 1, 2014, both parties agree to commence negotiations on or before March 18, 2014 for extension or modification of this Agreement for a period to commence April 1, 2014.”

February 4, 2011

ARTICLE A-III

CLASSIFICATIONS and WAGE SCALES

Section A3.1

Add a new provision following the existing Groups 1A, 2, 3, 5, 6 and 7 minimum wage scales to provide for extended escalators for Staff employees and Daily Hire employees who have not worked under Sideletter 32 within the year prior to **[ratification date]**, who are hired on or after **[ratification date]**, as follows:

Group 1A:

Minimum Wage Scale:

0-1 year	\$670.50
1-2 years	\$771.00
2-3 years	\$886.50
3 years and over	\$975.50

Group 2:

Minimum Wage Scale:

0-1 year	\$670.50
1-2 years	\$771.00
2-3 years	\$886.50
3-4 years	\$975.50
4-5 years	\$1,053.50
5-6 years	\$1,137.50
6-7 years	\$1,228.50
7-8 years	\$1,327.00
8-9 years	\$1,420.00
9 years and over	\$1,516.00

9/25/08; 3/23/09

Group 3

Minimum Wage Scale:

0-1 year	\$751.50
1-2 years	\$901.50
2-3 years	\$1,082.00
3-4 years	\$1,190.00
4-5 years	\$1,285.50
5-6 years	\$1,388.00
6-7 years	\$1,485.50
7 years and over	\$1,595.00

Group 5

Minimum Wage Scale:

0-1 year	\$775.50
1-2 years	\$930.50
2-3 years	\$1,117.00
3-4 years	\$1,228.50
4-5 years	\$1,326.50
5-6 years	\$1,433.00
6-7 years	\$1,533.00
7 years and over	\$1,631.50

9/25/08; 3/23/09

Group 6

Minimum Wage Scale:

0-1 year	\$875.50
1-2 years	\$1,050.50
2-3 years	\$1,156.00
3-4 years	\$1,260.00
4-5 years	\$1,360.50
5-6 years	\$1,469.50
6-7 years	\$1,572.50
7 years and over	\$1,685.00

Group 7

Minimum Wage Scale:

0-1 year	\$889.00
1-2 yrs	\$1,066.50
2-3 yrs	\$1,280.00
3-4 yrs	\$1,472.00
4-5 yrs	\$1,619.00
5 years and over	\$1,712.00

General wage increases shall apply only to the top step of the new wage scales set forth above.

March 27, 2009

11/6/09

ARTICLE A-VIII

Increase OTE payment from \$40.00 to \$42.00 effective on [**date of ratification**]. Make conforming change in paragraph 5 of Stipulation 20.

January 12, 2010

11/6/09

ARTICLE H

Section H2.2

Modify the first sentence of the existing provision as follows:

“The Company shall designate ~~two~~ (2) unit employees as Assignment Editors at the same staffing level in effect as of [ratification date].”

February 4, 2011

11/6/09

ARTICLE M

Section M2.2(a)

Modify the first sentence of the existing provision as follows:

“The Company shall designate ~~two (2)~~ unit employees as Assignment Editors at the same staffing level in effect as of [ratification date].”

February 4, 2011

11/6/09

ARTICLE N

Section N2.1(c)

Modify the first sentence of the existing provision as follows:

“The Company shall designate ~~four (4)~~ unit employees as Assignment Editors (~~two (2)~~ in Network News and ~~two (2)~~ in Local News) at the same staffing level in effect as of [ratification date].”

February 4, 2011

Stipulation 22

Modify as follows:

“22. This Stipulation 22 shall be applicable to employees in all contracts covered by the Master Agreement except for Contract J, Courier Agreement in Chicago and Contract U, Courier Agreement in New York in lieu of Sections 3.5, 3.6 and 3.7 of the Master Agreement. This Stipulation 22 shall also apply to an employee hired to replace an employee covered by any other contract herein who is in the Extended Leave of Absence Program.

- (a) An employee hired for a regular position will be on probation for the first ~~three (3)~~ six (6) months of employment in such position ~~(except the probation period for N Contract employees shall be six (6) months)~~, and during such period may be discharged or laid off in the sole discretion of the Company, except that any prior service by such employee in a regular position in the bargaining unit at that office during the prior three (3) years shall be credited toward such probationary period. Such probationary period may be extended by agreement of the Company, the Union, and the affected employee. No probationary period will be required of a daily-hire employee who has had, during the six (6) month period immediately preceding the acceptance of the regular position, sixty (60) days or more of employment (or one hundred and twenty (120) days in the case of an N Contract daily-hire employee) performing the job function(s) that he or she will perform in the regular position, or of a temporary employee who is hired for a regular position and who has had three (3) months or more of employment (or six (6) months in the case of an "N" Contract employee) in the bargaining unit at that office during the prior three (3) years.”

Make conforming changes.

October 21, 2008

Sideletter 1

Amend the current provision as follows:

<u>Years of Unit Seniority</u>	<u>Amount of Special Severance Allowance</u>
3-5 years	\$1,750.00 <u>\$3,500.00</u>
5-10 years	\$3,250.00 <u>\$7,000.00</u>
10 years and over	\$4,000.00 <u>\$9,000.00</u>

January 12, 2010

10/22/08; 3/27/09; 5/18/10; 10/20/10

SIDELETTER 2

Add Paragraph (j) as follows:

“During the course of negotiations for the successor to the 2006-2009 Master Agreement, the parties discussed the term “work or functions covered by this Agreement” as written in the first sentence of Section 6.1. As a result of these discussions, and in order to facilitate the continued and future assignment of NABET-CWA-represented employees to work not within the Union’s exclusive jurisdiction, the parties agree that the term “work or functions covered by this Agreement” refers only to work or functions within the Union’s exclusive contractual jurisdiction and should be construed as being modified by other contractual provisions e.g. the Preamble, Sideletter 14, Sideletter 55 and other provisions limiting NABET Master Agreement coverage or jurisdiction. Further, it is understood that the proviso to the first sentence of Section 6.1 refers only to work or functions within the Union’s exclusive contractual jurisdiction, where practice has arisen of partial performance by persons outside the units.”

April 6, 2011

Sideletter 11

Revise Sideletter 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, ~~due to technological advances, it may be desirable for the Company~~ may ~~to~~ assign other than NABET-CWA-represented engineers ~~at times~~ 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 VIU, Sony ZIU, Sony FX 1000, TRV 11, TRV 19, Samsung SCH-80, Canon XL-1, PC 109 or other similar cameras ~~generally marketed as “consumer,” or “prosumer”/“professional consumer”~~). Therefore, the parties agree as follows regarding the utilization of such digital cameras by such non-unit persons:

* * *

1. Non-unit persons (except production assistants, runners and interns) may use such cameras when such use is combined with (but which may or may not be performed simultaneously with) other work or functions which (i) such person normally performs, (ii) are outside the scope of the exclusive duties of a NABET-CWA-represented Engineering employee, and (iii) are in connection with the same program or same material. Operation of such cameras by such non-unit persons shall not be their primary function.

* * *

7. No NABET-CWA-represented engineer on regular staff as of March 31, 2009 shall be laid off during the period April 1, 2009 through [**Master Agreement expiration date**] as a direct result of the use of such cameras by non-unit persons in accordance with the terms of this Sideletter.”

July 29, 2009

Sideletter 23

Amend final paragraph as follows:

“This Sideletter automatically expires on [**Master Agreement expiration date**].”

March 27, 2009

SIDELETTER 30

1. NBCU may negotiate with the Local Union an incentive over and above regular severance benefits to be given to any employee the Company selects in consideration of the employee voluntarily accepting a layoff out of seniority or resigning or retiring or, if applicable, ~~to~~ waiving recall rights (including rights to be recalled for temporary employment pursuant to Stipulation 22). The employee shall have the right to be present at the negotiations and to be informed of the status of such negotiations and any offers made by either party. The Local Union will not reject an incentive offer which the employee is willing to accept.

2. As an alternative to paragraph 1, above, and to Article XI, Section 11.6(b), in the event that a reduction in employees is to occur at an office of the Company, and in an effort to minimize the number of involuntary layoffs, the Company may elect to use the following procedure:

a. The Company will notify the Local Union of the number of employees by which it intends to reduce its workforce at least two (2) weeks in advance of such reduction. The Local Union may request a meeting to discuss the potential impact of such reduction, provided that any such meeting will not delay the procedure set forth herein.

b. The Company then shall offer the opportunity to the employees on the Unit Seniority list in the office of the Company in which the reduction is planned to apply for a Special Voluntary Separation Incentive ("SVSI"). Any SVSI payment shall be equal to either (i) two (2) weeks of base pay for each full year of Total Company Seniority, or (ii) three (3) weeks of base pay for each full year of Total Company Seniority with a maximum of fifty-two (52) weeks, whichever is greater. The Company shall determine, in its sole discretion, whether it will grant an SVSI to any applicant(s). The final acceptance of an employee's application for an SVSI shall also be conditioned upon such employee first signing a release of any claims in a form acceptable to and drafted by the Company.

c. If the number of employees accepted for a SVSI is equal to or greater than the number of employees provided in the notice to the

Local Union in subparagraph (a), then no involuntary layoff shall occur in connection with such notice.

d. If the number of employees accepted for a SVSI is less than the number of employees provided in the notice to the Local Union in subparagraph (a), the layoff shall proceed in inverse order of Unit Seniority at each office; provided, however, the Company shall have the right, starting from the bottom of the seniority list for each layoff, to protect up to twenty (20%) of the employees in the unit at such office, irrespective of their seniority. The number of employees who may be protected shall be rounded upward to the nearest whole number, but in no event be less than one (1).

i. Prior to any layoff irrespective of seniority, the Company will evaluate the extent, if any, to which a reduction in force can be achieved without the need for a layoff of regular employees through a possible reduction in the use of daily hire employees or through reassignment of regular employees. Senior management of the Company will consider: (A) the operating requirements of the office of the Company that would potentially be affected by the layoff; (B) the need, if any, to continue to use qualified daily hire employees in such office (e.g., for assignments, vacations, holidays, sick days or temporary increases in workload); and (C) the relative skills, ability and job knowledge of all the regular and daily hire employees in such office. If, after such evaluation, the Company makes a determination in its sole discretion that a layoff of regular employees is appropriate, the Company will so inform the Local Union and the parties will meet promptly to discuss the Company's decision. Following this meeting, if the Company still intends to proceed with a layoff of regular employees, the Company shall proceed with the layoff; provided that the Union's failure to meet promptly with the Company shall not delay any layoff.

ii. The Company will notify the Local Union of the names of the employees who are to be protected from involuntary layoff.

iii. The Company's decisions regarding protection from layoff may not be arbitrated. Any employee who is laid off out of seniority as the result of the Company's decision under this subparagraph and who immediately executes a general release drafted by and satisfactory to the Company, including but not limited to, the waiver and release of any rehire rights, shall receive an additional two hundred percent (200%) of the amount of severance pay to which he or she is entitled under Article XV. In the event, however, that the Company's layoff decision is challenged in any forum or before any tribunal, and the layoff is sustained, no additional severance shall be payable and any additional severance that had already been paid shall be due and owing to the Company.

iv. In each office of the Company, the Company may exercise the right to lay off employees irrespective of seniority under this Sideletter one (1) time per Master Agreement unit per contract year. Neither providing notice under subparagraph (a) nor offering a SVSI under subparagraph (b) shall be counted as an exercise of the Company's right as described in the previous sentence where no layoff of employees out of seniority order occurs. Where the notice provided in subparagraph (a) contemplates an employee reduction that will occur in phases, such phased layoff shall count as one (1) exercise of the Company's rights hereunder.

v. Following a layoff irrespective of seniority under this Sideletter, the Company shall not conduct a layoff under Article XI, Section 11.6(b) within the same Master Agreement unit and office in the same contract year.

vi. The Company's right to lay off employees irrespective of seniority under this Sideletter shall come into effect on March 30, 2013 or, if earlier, on the day after the one hundredth (100th) offer to daily hires of staff employment has been made pursuant to Sideletter 65, but in no event before March 30, 2012. This delayed effective date shall not diminish any rights contained elsewhere in the Master Agreement that the Company has to lay off employees out of seniority order.

e. For purposes of the computations in subparagraphs (c) & (d), in the event of a workforce reduction that is expected to occur within a particular operation(s) (which, as used herein, may be defined in the Company's discretion in each workforce reduction on the basis of department or operating group, job title and/or job function), only employees accepted for a SVSI who are assigned within each such operation(s) in which the workforce reduction is to occur, shall be considered.

July 25, 2011

Sideletter 32

Amend the third paragraph of Paragraph 1 as follows:

“Daily employees shall receive Sixty Dollars (\$60.00) (increased to Sixty-Five Dollars (\$65.00) effective as of [first full payroll following ratification date]) a day in lieu of benefits 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 Dollars (\$60.00) (increased to Sixty-Five Dollars (\$65.00) effective as of [first full payroll following ratification date]).... The parties have agreed that the first Twenty Dollars (\$20.00) a day in lieu of benefits paid pursuant to this paragraph shall be contributed to the Entertainment Industry Flex Plan....”

Amend the fifth paragraph of Paragraph 1 as follows:

“In the event that the Company engages a daily-hire employee and cancels such engagement ~~between 12:00 Noon and 7:00 P.M. of the day preceding his or her~~ less than twenty-four (24) hours before the scheduled in-time for his or her assignment, said employee shall be paid four (4) hours’ pay if the engagement was for an eight (8) hour call or longer, or two (2) hours’ pay if the engagement was for a four (4), five (5) or six (6) hour call. If the engagement is cancelled ~~after 7:00 P.M. of the day preceding~~ less than twelve (12) hours before the scheduled in-time for the assignment, the daily-hire employee shall be paid four (4), five (5), six (6) or eight (8) hours’ pay, whichever is applicable.”

Add a new eleventh paragraph of Paragraph 1 as follows:

“Where, in cases other than a production hiatus or a partial or total temporary shutdown of a function or operating area, the Company notifies

an eligible daily-hire employee, as defined below, that it does not intend to offer further daily-hire employment to him/her for at least a thirty (30) day period, the Company shall pay said employee one day of pay (at the base pay rate the employee most frequently was paid during the latest twelve (12) months) per pay continuation credit (as defined below). The Company will make a good-faith effort to provide notice to employees under such circumstances; however, in the event an eligible employee in such a case is not so notified, but in fact is not offered at least ten (10) days of employment in a thirty (30) day period, he/she likewise will be entitled to such pay for accrued pay continuation credits at the end of such thirty (30) day period. An eligible daily-hire employee, defined as one who has averaged two hundred (200) or more days of employment over a period of three consecutive calendar years (provided said employee did not work less than one hundred fifty (150) days in any of such three (3) calendar years) and who did not work less than two hundred (200) days in the twelve (12) month period immediately preceding one of the triggering events described in the first two sentences of this paragraph, shall receive five (5) pay continuation credits for each calendar year in which he or she worked two hundred (200) or more days, provided that such calendar year(s) is/are contiguous with such three (3) year period and with a triggering event as described above. A daily-hire employee shall accrue no more than fifty (50) pay continuation credits. Such payment shall be conditioned upon the employee executing a general release of claims drafted by and satisfactory to the Company. All accrued pay continuation credits are extinguished upon such payment, and an individual who receives such payment and later accepts daily-hire employment shall be treated as having not had previous daily hire employment for purposes of this paragraph.”

February 4, 2011

Sideletter 45

Amend Paragraph 2 as follows:

“2. On any non-remote or remote assignment, when the Company rents or leases specialized equipment (e.g., cranes, cable cams, steady cams, RF equipment, video walls and turntables) from a vendor, where, as part of the rental or lease, the vendor requires his employees to operate, maintain and/or repair the equipment, or where the vendor’s employees possess specialized skill or expertise in the operation, maintenance or repair of such equipment, not more than a total of four (4) persons employed by a vendor(s) may be assigned by the Company to operate, 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 four (4) 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 day hockey remote, where no vendor employees provide service, the Company would earn a credit of eight (8) vendor employee-days. Such credit may be applied on future sports remotes, up to two (2) 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. 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 utilized in advance of any sports remote.”

March 27, 2009

11/6/09

Sideletter 57

Add a new paragraph in (c) following the paragraph on Stipulation 18 and Sideletter 32 as follows:

Sideletter 32 (Pay Continuation Credits)

“For an individual who works as a daily hire on a ten (10) hours per day, four (4) days per week schedule, in the second sentence of the eleventh paragraph of Paragraph 1, change “ten (10)” to “eight (8).” In the third sentence of the eleventh paragraph of Paragraph 1, change all references to “two hundred (200)” to “one hundred sixty (160),” change “one hundred fifty (150) to one hundred twenty (120),” and change “five (5)” to four (4).” In the fourth sentence of the eleventh paragraph of Paragraph 1, change “fifty (50)” to “forty (40).”

For an individual who works as a daily hire on a fortnight schedule, in the second sentence of the eleventh paragraph of Paragraph 1, change “ten (10)” to seven (7). In the third sentence of the eleventh paragraph of Paragraph 1, change all references to “two hundred (200)” to “one hundred thirty-three (133),” change “one hundred fifty (150)” to “one hundred (100),” and change “five (5)” to “three and one-half (3 ½).” In the fourth sentence of the eleventh paragraph of Paragraph 1, change “fifty (50)” to “thirty three (33).”

January 12, 2010

9/25/08; 10/20/08; 10/22/08; 10/22/08 (rev'd); 10/24/08; 7/29/09; 11/6/09; 12/17/09;
2/25/10; 2/4/11

SIDELETTER 65

SPECIAL STAFF EMPLOYMENT SIDELETTER

Add a new Sideletter 65 as follows:

“1. During the term of the ____-____ Master Agreement, the Company shall make good faith offers of staff employment to no fewer than one hundred (100) individuals who, as of [**ratification date**], were employed on a regular basis as NABET-CWA-represented daily hire employees pursuant to Sideletter 32. Such an offer shall be at no less than an appropriate classification and wage scale based upon the job function he or she would perform as a staff employee, provided that an individual who is offered a staff position performing substantially the same work in the same location as that which he or she performed for one-hundred and eighty (180) days or more as a daily-hire in the immediately prior calendar year shall be offered no less than the base pay rate he or she most frequently was paid during the latest twelve (12) months. It is agreed that no fewer than twelve (12) of such offers will be made in the Washington office, no fewer than ten (10) of such offers will be made in the New York office, and no fewer than eight (8) of such offers will be made in each of the Burbank and Chicago offices. It is further agreed that no fewer than fifty (50) of such offers will be made during the twelve (12) months commencing on [**ratification date**] with no fewer than the remainder of the one hundred (100) offers being made during the twelve (12) months commencing on [**ratification date + one year**], with the number of offers being reduced pro rata in the event that less than 24 months exists between ratification and the end of the contract term. A department that is making an offer of staff employment will give first consideration, but not preference, to any daily hire employees who have worked in that department performing the function for which such offer is to be made for at least one hundred and eighty (180) days during the prior year. However, the Company shall determine, in its sole discretion, to whom offers of staff employment will be made, and the decision to make or not to make an offer to certain individual(s) shall not be subject to Article XX. Notwithstanding the previous sentence, claims that those receiving offers pursuant to this paragraph were not employed on a “regular basis” shall be

9/25/08; 10/20/08; 10/22/08; 10/22/08 (rev'd); 10/24/08; 7/29/09; 11/6/09; 12/17/09;
2/25/10; 2/4/11

subject to Article XX solely in connection with a Union claim that the Company's "regular-basis" determination was made in bad faith.

2. This Sideletter automatically expires on [**Master Agreement expiration date**].

June 3, 2011

11/6/09

Sideletter 69

CNBC Crew Sideletter

Add a new Sideletter 69 as follows:

“Notwithstanding any other provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, a CNBC crew already assigned by CNBC to a location to gather business news material to appear on CNBC may also be assigned to originate business news material from that location for entities or operations covered by the Master Agreement or other agreement between the parties without being covered by any of such agreements.”

February 25, 2010

11/6/09

SIDELETTER 74

SECONDARY DIGITAL BROADCAST CHANNELS

Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, the parties agree that, where the Master Agreement covers the Company's primary broadcast channel of a television station, the Master Agreement shall have the same application to the secondary digital over-the-air broadcast channels of such station.

October 22, 2008

12/15/09; 10/29/10

Sideletter 76

Benefits Transition

“During the 2009-2010 negotiations of the Master Agreement, it was announced that Comcast and General Electric have agreed to create a new joint venture controlling NBC Universal. The agreement, which is subject to regulatory approval, provides that Comcast would become the majority owner of the joint venture.

Consequently, upon the closing date of the agreement between Comcast and GE, NBC Universal employees, including NABET-CWA-represented staff employees, no longer will be eligible for the GE benefit plans and programs set forth in Article XXII of this Agreement by the terms of such plans and programs. The replacement employment benefit plans or programs that apply generally to the non-exempt staff employees of the new joint venture shall apply under the same terms and conditions to staff employees hereunder in accordance with the provisions of such plans or programs. The decisions regarding what replacement plans or programs to offer and what shall be their terms shall be within the sole discretion of GE and Comcast and shall not be arbitrable or otherwise subject to challenge. Changes in any plans, programs or policies of the new joint venture made during the term of this Agreement which apply to non-exempt staff employees of the new joint venture shall automatically be applicable under the same terms and conditions to eligible staff employees covered by this Agreement.

The closing of the agreement between Comcast and GE shall not constitute a release other than for cause and shall not trigger severance payments under Article XV of this Agreement.

Any employee on staff prior to the closing date shall retain the seniority he or she earned under Article XI of this Agreement.”

February 4, 2011

Sideletter 77

IT/Maintenance Apprenticeship Program

Add a new Sideletter as follows:

“The Union and the Company recognize that the broadcast industry is undergoing significant technological changes and that the convergence of traditional broadcast systems and new digital technologies will create challenges and changes throughout the industry. To this end, the parties agree to initiate an IT/Maintenance Apprenticeship Program as follows.

1. NABET-CWA-represented IT/maintenance apprentices may be assigned without restriction to train with any NABET-CWA-represented staff or daily-hire maintenance engineer for a period of two (2) years, at the appropriate A Contract Group 1 wage scale. At any time, the Company may assign an IT/maintenance apprentice to perform maintenance or IT functions, provided such IT/maintenance apprentice is working under the general supervision of a NABET-CWA-represented maintenance engineer(s). If an IT/maintenance apprentice is assigned to such a tour without such supervision, he or she shall be compensated at no less than the 0-1 year step of the Group 5 escalator established for maintenance engineers.

2. NABET-CWA will provide continuing training through its established education and training initiatives (e.g., BURST), and will consult with the Company to ensure that proper courses are available.

3. Each IT/maintenance apprentice shall receive regular written performance and progress evaluations, which shall be given no less than on a quarterly basis. Such evaluations shall be prepared with input from both the supervising NABET-CWA-represented maintenance engineer(s) and the manager of the operating area to which the apprentice is assigned.

4. The Union may supply the names of qualified candidates to participate in the IT/Maintenance Apprenticeship Program with the understanding that the Company is under no obligation to accept such candidates into the Program. Moreover, the Company shall be under no obligation to offer regular, temporary or daily-hire employment to Program participants at the conclusion of their apprenticeship.

5. It is expressly understood that nothing in this Sideletter affects the rights the Union or the Company may otherwise have under the Agreement, nor shall it create or support any jurisdictional claim(s) by the Union.”

April 6, 2011

Sideletter 78
Website Assignments

Add a new Sideletter as follows:

“In their discussion of potential work opportunities for NABET-CWA-represented employees, the parties agreed to the following regarding the use of such employees to perform duties in connection with the Company’s various websites:

1. The Company may assign NABET-CWA-represented employees to perform work on NBCU’s websites (e.g., nbc.com, and the websites of WNBC, WMAQ, WRC and KNBC) including, but not limited to, technical and writing work. Any such work shall be assigned on a non-jurisdictional basis and any such employees may be employed under either the “A” or “D” Agreement.
2. Employees assigned hereunder shall receive training that, in the Company’s view, is necessary to perform the website-related duties to which they are assigned.
3. The assignment of NABET-CWA-represented employees to perform work on Company websites shall be on a no-precedent basis and shall not create any rights to continuation of such assignment.”

February 25, 2010

Union Representatives

Savings and Security Program Agreement

“It is mutually agreed as follows:

Section I. Union Payments

- (1) The Local shall make, on behalf of a steward or other representative of the Local, a monthly payment to the Company of the amount of earnings, if any, such employee receives from the Company attributable to time spent on Local Union leave of absence in accordance with Article XIII, Section 13.3 of the NABET-CWA/NBCU Master Agreement (including related FICA and FUTA taxes imposed on the employer); and
- (2) ~~Promptly after the end of each month, the Company will inform~~
The Company will submit a written invoice on no less than a quarterly basis informing the Local of the amount of Union payment due for each steward or representative of the Local under this Procedure. Upon receipt of such invoice, the Local will promptly make such payment to the Company.
- ~~(3) The Company will deduct from the local dues checkoff monies each month amounts sufficient to cover the amount determined under Paragraph (1) above. In the event that such funds are insufficient to cover the amount determined under Paragraph (1) above, the Local shall directly reimburse the Company for any deficiency.”~~

October 21, 2008