

SUMMARY OF NBCU PACKAGE PROPOSAL

Dated: January 10, 2012

This document is intended for informational purposes only. It attempts to summarize – in simple terms – all the bargaining proposals that the parties have agreed to as components of the overall tentative agreement dated January 10, 2012. The summary is intended to be a quick guide to the proposals, and is no substitute for reading the proposed language in its entirety. Complete copies of the package are available on the Local 53 website (www.nabet53.org) or by request from the Local 53 office (818) 846-0490.

GENERAL ARTICLES

Section 2.1 – No Discrimination

This contract section is modified and updated to include no discrimination based on religion or any other characteristic protected by applicable federal, state or local law.

Article VII – Per Diem Allowances

Section 7.7(a)

Increases this premium by \$1 – to \$55 – effective as of the first full payroll period following notice of ratification.

Section 7.7(b)

Increases this premium by \$1 – to \$20 – effective as of the first full payroll period following notice of ratification.

Article VIII – Work Schedule, Overtime and Penalties

Section 8.3 – Turnaround

Increase the current \$5.00 premium to \$7.50 and the \$10.00 premium to \$15.00, effective as of the first full payroll period following notice of ratification.

Section 8.6(b) – Work on a Scheduled Day Off

Increases the penalty for receiving less than 72 hours' notice to work on a scheduled day off to from \$19 to \$21, effective as of the first full payroll period following notice of ratification.

Article XIV – Discharges

Section 14.2(b)

The Company's offer is that the severance payment for an employee discharged for “inability or unwillingness to satisfactorily perform” his or her assigned duties would be capped at 52-weeks’ pay.

Article XX – Grievances and Arbitration

Section 20.1: Under the changes to this provision, if an employee has an individual discrimination claim for actions other than separation from employment out of seniority order, the employee could either request that the Union file a grievance and take the matter to arbitration, or pursue the matter on their own through the Company's dispute resolution program (“Solutions”). While an employee could still file a discrimination charge against the Company with the EEOC or similar Federal, State or Local agency, if that agency does not issue a formal complaint against the Company, matters other than separation from employment out of seniority order cannot be pursued in court. This provision is subject to NBCU being able to enforce “Solutions” under Federal, State, and Local laws.

[See the exception concerning “Solutions” in Sideletter 30]

Article XXII – Benefits

This proposal substitutes the former, individually listed GE benefits plans with the new, individually listed NBCU benefits plans throughout this Article of the contract.

A. ENGINEERING AGREEMENT

Section A3.1 – Classifications and Wage Scales

The Company's offer is to establish longer pay escalator scales for employees *hired on or after the ratification date of the contract* (including daily-hire employees who have not worked within the year prior to the ratification date). The proposal affects Groups 1A, 2, 3, 5, 6 and 7. Except for Group 1A, which would have a top scale rate lower than the current top scale rate, the top scale rates would not be affected. However, Group 2 would have a 10-year escalator and Groups 3, 5 and 6 would have 8- year escalators. All annual wage increases apply to Group 8 and Group 9 employees hired before or after ratification.

Article A-VIII – Meal Periods

The payment for receiving an “opportunity to eat” (OTE), instead of an assigned meal period, shall be increased from \$40 to \$42 effective upon ratification.

H. M. N. – Newswriters – Chicago, Los Angeles & New York

The current language would be modified in Sections H2.2, M2.2 (a) and N2.1(c), which currently requires the designation of Assignment Editors in these locations, by changing the current mandatory designation for two (2) unit employees to “...at the same staffing level in effect as of [ratification date].”.

STIPULATIONS AND SIDELETTERS

Stipulation 22

The Company's offer is to change the probationary period for new hires from three months to six months. However, the modified language states that no probationary period will be required of a daily-hire employee who has had, during the 6-month period immediately preceding the acceptance of a regular position, 60 days or more of employment (or 120 days in the case of an “N” Contract daily hire) performing the job functions that he or she will perform in the regular position.

Sideletter 1 – Special Severance Sideletter

The special payment for a layoff due to technological changes is increased to the following rates:

<u>Years of Unit Seniority</u>	<u>Amount of Special Severance Allowance</u>
3-5 Years	\$3,500.00
5-10 Years	\$7,000.00
10 Years and Over	\$9,000.00

Sideletter 2 – Contract Interpretations

“Transfer of Work” claims made by the Union under Article VI can only arise in cases involving functions “exclusively” within the jurisdiction of NABET-CWA.

Sideletter 11 – Digital Cameras (modified since NBCU’s July 25, 2011 offer)

The Union has succeeded in having the “Primary Workforce” language, which NBC had removed in its July 25, 2011 offer, reinstated into this provision. A reference to “similar” cameras that may or may not be considered professional is now part of this provision. Another change from the July 25, 2011 package is that NBC has now also agreed to meet on a regular basis to discuss problems that may arise concerning the use of this individual Sideletter. Finally, the no-layoff guarantee, protecting members from layoff as the direct result of others using these cameras is now extended through March 31, 2015.

Sideletter 23 – Primary Workforce Sideletter (modified since NBCU’s July 25, 2011 offer)

This Sideletter recognizes NABET-CWA-represented employees as the primary workforce for certain types of production, whether or not the productions utilize digital cameras. The expiration of this Sideletter would now be extended to March 31, 2016; one year after the expiration of the Master Agreement.

Sideletter 30 – Seniority/Layoffs (modified since NBCU’s July 25, 2011 offer)

The Company has withdrawn its “Golden Boy” proposal that would have allowed for the layoff of NABET-CWA members without regard to strict unit seniority. Sideletter 30 has been modified to allow the reassignment and retraining of NABET-CWA members in the event of a total department closure or the total elimination of a job function. Under the terms of this Sideletter the Company will be required to first offer buyouts, retraining or reassignments to similar areas of work. There will also be an opportunity for less senior employees in similar work areas to accept voluntary buyouts. Employees who are permanently displaced by such a departmental closing or elimination of job function may be separated from the Company without regard to strict seniority and receive a buyout package in accordance to this Sideletter. Additionally, members hired before ratification and later permanently displaced are not limited to pursuing discrimination claims connected with their separation from the Company only through the “Solutions” program, and can fully pursue these claims through the EEOC and other forums.

In the event the Company eliminates a department or job function as the direct result of outsourcing, any involuntary reduction in force of employees on staff prior to ratification can only be achieved through inverse order of seniority as per Article 11.6 (b).

[New Sideletter 81 will apply to members hired after ratification]

Sideletter 32 – Daily-Hire Employees (modified since NBCU’s July 25, 2011 offer)

The parties have agreed to increase the “payment in lieu of benefits” to \$65, effective as of the first full payroll period following notice of ratification, with the contribution to the Entertainment Industry Flex Plan increasing from \$15 to \$20 upon ratification.

The parties also mutually agree to modify the cancellation language so that, if the engagement is canceled less than 24 hours before the scheduled in-time, the affected employee would receive 4 hours’ pay for a call 8 hours or longer or 2 hours’ pay if the assignment was for a 4, 5 or 6-hour call. If the engagement is canceled less than 12 hours before the scheduled in-time, the employee would receive 4, 5, 6 or 8 hours’ pay, whichever is applicable.

In response to an initial Union proposal, the Company has agreed to include language in the new agreement that will provide the following conditions; except in cases involving a production hiatus or a partial or total temporary shutdown of a function or operating area, when it notifies a Daily Hire that it does not intend to utilize him or her for a period of at least 30 days, the employee shall receive one day of pay (at the employee’s most frequent base pay rate paid in the latest 12 months) as “pay continuation credit.” To be eligible to receive this pay, a Daily-Hire employee would need to average 200 or more days of employment over a period of 3 consecutive calendar years (provided the employee worked no fewer than 150 days in any such calendar year). Eligible employees would receive 5 pay continuation credits for each calendar year in which he or she worked 200 or more days, provided that such calendar years are contiguous with the 3-year-average period. An employee cannot accrue more than 50 pay continuation credits (i.e., the equivalent of 10 weeks of pay). The payment would be conditioned on the employee signing a general release of claims drafted by the Company. Once paid, all pay continuation credits are extinguished and accumulation would start at zero if the employee is re-employed in the future.

The Company has now also agreed to increase the hourly travel pay rate from \$25 to \$26, effective upon ratification.

Sideletter 45 – Vendor Sideletter

The parties have agreed to modify paragraph 2 of the Sideletter to allow the Company to accrue credits from sports remotes on which it did not utilize its full quota of vendor employees providing specialized equipment. Under the new language, when the Company uses fewer than 4 vendor employees on a sports remote, it may take as a credit the difference between the number of vendor employee-days available to it on a specific remote and the total number of vendor employee-days actually used on such remote. The credits may be applied to future sports remotes; up to 2 additional vendor employee-days per event on such future remote. Unused credits expire one year following the event on which they were earned. The Company must supply, on no less than a monthly basis, a report showing credits earned and utilized on each specific remote, and the date and event on which such credits were earned or used. As before, the

number of vendor employees utilized under paragraph 2 of the Sideletter reduces the Company's entitlement to use non-unit personnel by an equal number. In addition, the Company has agreed to provide crew spreadsheets, including the names of all vendor employees utilized, in advance of each sports remote.

Sideletter 57

This proposal determines the formulation for achieving certain daily hire benefits, including the proposed "continuation pay credit" provision for those daily hire employees who regularly work a forty-hour work week through four ten-hour days. Previously these employees did not get credit for working the same amount of hours as someone who worked five eight-hour days.

Sideletter 65 (NEW) – Special Staff Employment Sideletter

(modified since NBCU's July 25, 2011 offer)

The Company has reinstated its proposal to commit to make "good faith" offers of staff employment to no fewer than 100 individuals, nationwide, who were employed on a regular basis prior to ratification as daily-hire employees. The offers would be at no less than the "appropriate classification and wage scale" based on the job the employee will perform as a staff employee. No fewer than thirty-three (33) of such offers will be made during the first year following ratification, no fewer than thirty-three (33) of such offers will be made during the second year following ratification with no fewer than thirty-four (34) or the remainder of the offers being made during the following twelve month period. A department making an offer of staff employment will give first consideration, but not preference, to any daily-hire employee who has worked in that department performing the function for which such offer is to be made for at least 180 days during the prior year. Nonetheless the Company shall determine to whom the offers will be made and its decision is not subject to the grievance and arbitration procedures in Article XX. However claims that those individuals receiving the offers were not employed "on a regular basis" shall be subject to Article XX, if the Union alleges that the Company's "regular-basis" determination was made in bad faith.

Sideletter 69 (NEW) – CNBC Crew Sideletter

The Company is seeking a jurisdictional easement to allow CNBC crews already assigned to a location to gather business news material for CNBC, as well as for operations covered by the Master Agreement (i.e. NBC News.).

Sideletter 74 (NEW) – Secondary Digital Broadcast Channels

The parties agree that the Master Agreement will have the same application to the secondary digital over-the-air broadcast channels as the primary broadcast channel.

Sideletter 76 (NEW) – Benefits Transition

This Sideletter codifies the transition of benefits, which occurred in 2011, from the prior GE benefits programs to the new NBCU Joint Venture benefits programs.

Sideletter 77 (NEW) – IT/Maintenance Apprenticeship Program

This proposal sets up the parameters for a new apprenticeship program to train new IT and Maintenance employees. Apprentices could be hired under the Sideletter 64 Group 1 rate for a period of two years in any operating area that supports broadcast, cable or digital technologies. The Company can assign an IT/Maintenance Apprentice for a full tour to perform IT or maintenance functions, provided the Apprentice is working under the direct supervision of a NABET-CWA-represented maintenance or IT engineer. If the Apprentice is assigned without such direct supervision, he or she would be paid at no less than the 0-1-year step of the Group 5 escalator.

NABET-CWA would agree to continue providing training through its BURST program and would consult with the Company to ensure that proper courses are available.

Each apprentice would receive regular written performance and progress evaluations, prepared with input from both the Mentor and the manager of the Apprentice's operating area, on no less than a quarterly basis.

The Union would supply the names of qualified candidates to participate in the program, with the understanding that the Company would be under no obligation to accept such candidates into the program. Moreover, the Company would be under no obligation to offer regular, temporary or daily-hire employment to program participants at the conclusion of their apprenticeships.

Sideletter 78 (NEW) – Website Assignments

Under this proposal, the Company can assign NABET-CWA-represented employees to perform work on NBCU's websites. The work would be assigned on a non-jurisdictional basis, and any employees assigned could be assigned under either the "A" or "D" Agreements. Employees assigned to such work would receive appropriate training to perform website-related duties. The proposal clarifies that, except as permitted by other provisions of the Master Agreement, the Company would not assign persons other than NABET-CWA-represented employees to any website work performed in studios and/or on equipment normally under the jurisdiction of the Union. The assignment of NABET-CWA-represented employees to perform work on Company websites would not create a precedent or practice.

Sideletter 79 (NEW) – Annual Meetings *(added since NBCU's July 25, 2011 offer)*

The Company and the Union have agreed to meet on an annual basis to discuss changes in the industry, new projects the company may undertake and in order to keep a dialog open between the parties and to explore ways engage both parties in a more mutually beneficial relationship.

Sideletter 80 (NEW) - Digital Journalists

(added since NBCU's July 25, 2011 offer)

In an effort to further involve our members in the ever changing world of news gathering and to foster a better relationship between the Company and the Union, the parties have agreed to explore a new approach which includes our members being assigned as Digital Journalists. These assignments may include producing material for NBC Network News while also performing job functions such as shooting, writing and editing which are already covered by the Master Agreement. Under the terms of this Sideletter, any regular work week or work day will be paid at a flat rate of 125% of Group 6 or 125% of the most frequent rate worked in the prior 12 months, which ever is higher. These assignments will include appropriate Digital Journalist training for NABET-CWA members and can only be assigned if a NABET-CWA-represented employee volunteers. During the terms of this agreement the Company and the Union have agreed to meet on a regular basis to discuss the implementation of this Sideletter.

Sideletter 81 (NEW) – New Hire Modified Layoff Provisions

(added since NBCU's July 25, 2011 offer)

This Sideletter applies only to employees hired after ratification of the new Master Agreement. For such employees, if a reduction in staff in any area of the Company is necessary, the Company will first offer buyouts to all staff in that area. If there is a further need for a reduction of staff in an area, the Company may lay off employees in inverse order of seniority and pay the severance amounts provided in Article XV or the Company may lay off out of strict seniority order and pay the affected employee double severance for each year of Company seniority, up to a maximum payment of 52 weeks base pay.

Post-ratification hires could eventually be provided Article 11.6(b) protection from lay off if any such employee is in the top 25% for seniority amongst all post-ratification hires once post ratification hires equal 35% of the total seniority list in any office of the Company.

Union Representatives Savings and Security Program Agreement

The parties have agreed to modify paragraph (2) of the current provision so that the Company will provide a written invoice to the appropriate Local, on no less than a quarterly basis, for the amount of Union payment due for each Steward or representative of the Local under the procedure set forth in the Agreement. Furthermore, the parties have agreed to delete paragraph (3), which was never utilized, and which mandated the Company to deduct the payments from local check off monies on a monthly basis.

Wages and Term of Agreement (modified since NBCU's July 25, 2011 offer)

The new wage proposal represents an overall 15% increase from the Company's offer last July. The increases are now front loaded, so that a higher benefit for wages occurs earlier in the agreement. A wage increase of 2.75% would occur beginning the first full payroll period following April 1, 2012; with an additional 2.75% occurring the first full payroll period following April 1, 2013; and an additional 2.5% occurring the first full payroll period following April 1, 2014.

A ratification bonus would be paid based upon the following:

Conditioned upon a timely notice of ratification, the Company will award a ratification bonus in the gross amount of \$750.00 to each Staff employee on active payroll as of [ratification date].

Daily Hire employees would receive a ratification bonus based upon days worked in 2011 according to the following table:

<u>Days worked</u>	<u>Gross Amount</u>
200+	\$750.00
160-199	\$600.00
120-159	\$450.00
80-119	\$300.00

The Union has succeeded in getting the Company to agree that the expiration date of this contract will be March 31, 2015. Under the Company's July 2011 offer, the contract would have run only through March 31, 2014.

Complete copies of the package are available on the Local 53 website (www.nabet53.org) or by request from the Local 53 office ((818) 846-0490).

This document is intended to be a summary of the overall tentative agreement dated January 10, 2012. It is intended to be a quick guide to the package and is for informational purposes only. It is not intended to be a substitute for reading the proposed language in its entirety. In all cases, the actual language of the Master Agreement will serve as the controlling language for contract administration purposes.