



# **NABET-CWA/NBCU MASTER AGREEMENT**

**2018-2022**



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Master Agreement dated as of April 1, 2018 between NBCUniversal Media, LLC, as the owner and operator of those television and radio stations, television and radio network operations and other entities and operations that were covered by the 1983-1987 NABET-NBC Master Agreement and news bureaus as set forth in Stipulation 19, but only to the extent that such stations, network operations, other entities and operations and news bureaus continue to be owned and operated by NBCUniversal Media, LLC (hereinafter called the "Company"), and the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO-CLC, or its successor (hereinafter called the "Union" or "NABET-CWA"). In the event of a sale, merger or consolidation of all or a part of an entity or operation covered above, the Company will give the Union written notice thereof as soon as practicable. Upon request of the Union, the parties will meet as soon as practicable thereafter to discuss and bargain over the effect on the bargaining unit(s) impacted by such sale, merger or consolidation.

It is the intent and purpose of the parties hereto to set forth herein the basic collective bargaining agreements between the parties in two (2) parts: (I) GENERAL ARTICLES covering those subjects which are uniformly applicable to substantially all of the basic relationships, hours of work and general conditions of employment, including a procedure for prompt, equitable adjustment of grievances to the end that there shall be no work stoppages or other interferences with operations during the life of these Agreements; and (II) INDIVIDUAL ARTICLES which will contain the description of each bargaining unit, which shall not be affected hereby, the rates of pay and any unusual working conditions which have no general application. In the event of any conflict between the General and Individual Articles, the Individual Articles will prevail. Whenever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.



## **GENERAL ARTICLES**

### **ARTICLE I**

#### **RECOGNITION AND WARRANTY**

##### **Section 1.1**

The Union represents and warrants, and it is of the essence hereof, that it represents for collective bargaining purposes all of the employees of the Company as defined in the applicable SCOPE OF UNIT clause, and the Company recognizes the Union as the exclusive bargaining agent for all such employees of the Company.

## **ARTICLE II**

### **NO DISCRIMINATION**

#### **Section 2.1**

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, color, 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.

#### **Section 2.2 Officer Transfer**

The Company will not transfer or reassign any shop steward or any officer of the Union without prior discussion with the Union and without a bona fide reason. The Union agrees to furnish a list of the respective local stewards and officers to each office of the Company, and to notify the office promptly in writing of any change in the list.

#### **Section 2.3**

The Company shall, when requested by a Local Union, schedule either the Local President, the Local Vice President, or the Chairman of the Grievance Committee to tours which will facilitate discussion of labor matters with the Company. This section shall not apply in any office of the Company in which either the Local President, the Local Vice President, or the Chairman of the Grievance Committee is on union leave or employed by the Local Union.

## **ARTICLE III**

### **EMPLOYMENT**

#### **Section 3.1**

(a) As a condition of employment all employees referred to in Section 1.1 shall, thirty (30) days after the date of execution of this Agreement, or in the case of new employees, thirty (30) days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of each Agreement.

(b) In lieu of the provisions of (a) above, employees hired on a daily basis shall, after twenty (20) days of employment (i.e., days paid under the Master Agreement) in a calendar year or thirty (30) days of employment in two (2) consecutive calendar years, become members of the Union and remain members in good standing in the Union during the term of each Agreement, provided only that such twenty (20) workdays fall within a period of no less than thirty (30) calendar days.

#### **Section 3.2**

The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees, as required by the preceding paragraph.

#### **Section 3.3**

The Company shall give notice in writing to the President of the Local Union and the International Office in the Region involved of opportunities for employment in the classifications covered by each Agreement, and the maximum rate intended to be paid. Such written notice shall be of as long a duration as practicable, and of at least fourteen (14) days' duration, except that in emergency situations, oral notice prior to employment, followed by written confirmation, shall suffice. In filling vacancies in any classification covered by the Master Agreement, the Company will give consideration to employees in any unit covered by that Agreement who apply to fill such vacancies in the home office in which they are then employed; provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration.

(See Sideletter 9)

#### Section 3.4

(a) The Company agrees to refer all applicants upon hiring, and in any event within seven (7) days after the commencement of work, to the Local Officers of the Union for information and advice as to the Union Shop requirements of each Agreement and to notify the Local Union of such hiring within the seven (7) day period. The notice to the Local Union shall be in writing, and shall include the new employee's name, address, telephone number and (if known to the Company at such time) the employee's place of assignment.

(b) The Company, upon request of the Local Union, will supply such Local Union status sheets showing wage changes (other than daily and weekly upgradings and general wage adjustments), leaves of absence of longer than one (1) week and terminations which have taken place in the active employment roster during the preceding month.

#### Section 3.5

All employees shall be temporary employees for a period of three (3) months from the date of their employment with the Company and shall thereafter be regular employees. Temporary employees may be discharged or laid off in the sole discretion of the Company. If the Company gives a temporary employee a written evaluation prior to the expiration of such three (3) month period, the Company may extend the employee's period of temporary employment for up to another three (3) months.

#### Section 3.6

Notwithstanding the provisions of Section 3.5 above, a vacation relief employee shall be considered a temporary employee even though his or her period of employment extends beyond the period permitted by Section 3.5, provided, however, that the employee shall become a regular employee upon obtaining nine (9) months' continuous service.

#### Section 3.7

Upon completion of separate periods of service totaling one (1) year, but in the case of vacation relief service totaling more than fourteen (14) months, which although not continuous are separated by intervals of less than one (1) year, an employee shall become a regular employee and shall receive seniority credit for such service for all purposes. This shall only apply to any period of service which shall have been terminated for reasons of layoff, completion of vacation relief or an illness leave of absence.

(For all contracts under the Master Agreement except for Contracts J and U, see Stipulation 22 of this Agreement in lieu of Sections 3.5, 3.6 and 3.7.)

## ARTICLE IV

### CHECK-OFF

#### Section 4.1

Upon receipt of a signed authorization of the employee involved, in the form set forth in Section 4.4, the Company shall deduct from the employee's pay check the Union initiation fee and the dues payable by the employee to the Union and, at the option of a Local Union, the dues payable by him or her to the Local Union, during the period provided for in said authorization. The amount of the Union initiation fee will not be unreasonable.

#### Section 4.2

Deductions shall be made on account of initiation fees from the first pay check of the employee after receipt of the authorization. Deductions shall be made on account of Union dues and Local Union dues from the first pay check of the employee after receipt of the authorization and bi-weekly thereafter. Deductions of Union dues and Local Union dues shall not be made from severance pay.

#### Section 4.3

Deductions for Initiation Fee and for Local Union dues shall be remitted to the Local Union involved and deduction for Union dues shall be remitted to the International Office of the Union in each case no later than the tenth (10th) day of the month following the deductions. The Company shall furnish the International Union and the Local Union, at least monthly, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction.

#### Section 4.4

The parties agree that the check-off authorizations shall be in the following form:

Name \_\_\_\_\_ Dept. \_\_\_\_\_  
(Please Print)

I hereby authorize NBCUniversal to deduct bi-weekly from my wages a sum equal to one and one third percent (1-1/3%) of my total earnings for the previous bi-weekly period including all overtime and penalty payments on account of membership dues in NABET-CWA. I further authorize the Company when notified in writing to do so by the Local Union in the area involved to deduct from wages on account of Union Initiation Fee the sum of \_\_\_\_\_ Dollars which shall be paid (provide for period and number of payments). I further authorize the Company when notified to do so by the Local Union in the area involved to deduct from my wages on account of dues

payable to that Local Union (provide for amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET-CWA and are to be remitted by the Company to the Union and the Local Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between NBCUniversal and NABET-CWA, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within ten (10) days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by registered mail to the Company and the Union within such ten (10) day period.

Signature\_\_\_\_\_

Date\_\_\_\_\_

#### Section 4.5 - Contributions to CWA-COPE PCC

##### (a) Employee Authorization

The Company agrees to deduct from the pay of each employee voluntary contributions to "CWA-COPE PCC," provided that each such employee executes or has executed an "Authorization for Assignment and Check-Off of Contributions to CWA-COPE PCC" form and provided further that such authorization has not been revoked.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said form, together with the provisions of this Section of the Agreement.

A properly executed copy of "Authorization for Assignment and Check-Off of Contributions to CWA-COPE PCC" form for each employee for whom voluntary contributions to CWA-COPE PCC are to be deducted hereunder, shall be delivered to the Company before any such deductions are made. All deductions shall be made pursuant to such properly executed forms for so long as they remain in effect. Such deductions shall be made from the employee's regular pay each pay cycle that the authorization remains in effect.

### Termination of Company Obligations

The Company's obligation to make such deductions shall terminate automatically upon the termination of the employee who signs the authorization, upon written request, or upon his/her transfer to a job or location not covered by this Agreement.

#### (c) Remittance to the Union

The Company agrees to remit said deductions monthly to the Union as follows:

1. The total amount of CWA-COPE PCC contributions deducted.
2. The names, social security number and amounts from those persons whose wages such deductions have been made.
3. The Company shall, at the same time, remit to the Union its check for the amount shown under item (a) above, care of NABET-CWA.

(d) Subject to applicable law, individual authorizations executed after the effective date of this Agreement shall be signed cards in the form agreed to by the Company and the Union.

## **ARTICLE V**

### **NO STRIKES OR LOCKOUTS**

#### **Section 5.1**

It is agreed that there will be no stoppage of work, lockout or other interference with Company operations and that the employees hereunder will perform their regular and customary duties for the Company until one of the parties has failed to comply promptly with any final decision of the Impartial Umpire or an arbitrator pursuant to Article XX.

#### **Section 5.2**

The Company will not assign, transfer or require employees to go to any radio or television station, transmitter, studio or property to perform the duties of employees who are on strike or to originate a program or programs especially for such station. In addition, the Company shall not take any disciplinary action against an employee for his or her refusal to cross a picket line which has been established as the result of any authorized strike by members of the AFL-CIO, other than a picket line of any sort established against the Company by NABET-CWA during the term of this Agreement (except as permitted in Section 5.1 above).



## **ARTICLE VI**

### **TRANSFER OF WORK**

#### **Section 6.1**

The Company agrees that it will not transfer or subcontract any work or functions covered by this Agreement and presently being performed by employees in the bargaining unit, or to which employees are entitled under the terms of this Agreement, to persons outside the bargaining unit, provided that with respect to work or functions which in the past have been performed for the Company both by persons within and without the Unit the Company may continue to have such work performed outside the bargaining unit to a degree no greater than heretofore; and provided further that in the event that any "live" program is converted to optical film, nothing in this Article shall be construed as in any way restricting the assignment of any work or functions connected with the production and processing of such optical film to persons outside the bargaining unit.

## **ARTICLE VII**

### **PROGRAM ORIGINATION**

#### **Section 7.1 Program Orientation**

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 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.

(h) (RESERVED)

#### RADIO and TELEVISION

(i) News events when time does not permit the assignment of Engineering personnel to the point of pickup or when owned or leased equipment or telephone line facilities are not available to make the pickup.

(See Sideletter 3)

(j) News and news special event programs originated on a pool basis by or together with any news and other information gathering company(ies) or organization(s) and/or any stations(s). Nothing herein shall limit the right of the Company to utilize the facilities of the pool arrangement for its own origination when others involved in the pool are not broadcasting, provided that such facilities are requested for such pool broadcast by any other participant in the pool. The Company agrees to review promptly with the Union any claim that the Engineering employees of the Company are not handling a reasonable proportion of the pool programs which it broadcasts.

[The Settlement of NW81-15 is null and void and of no further force and effect.]

(k) The operation, by Company personnel who are employed for the purpose of reporting news, of the following: (i) an audio tape or wire recorder which is battery and/or spring-operated, weighs less than thirty (30) pounds as a unit, has only one (1) microphone input and a microphone cord not longer than twelve (12) feet, and no editing attachment, and (ii) portable audio transmitting and receiving equipment of the "Walkie Talkie" type, when either is used in connection with on-the-spot news material or interviews to be included in news programs.

This Section 7.1(k) shall not be applicable (1) to the connection of the equipment described in (i) or (ii) above to a pool feed device or to a multi-output audio source or (2) to the use of the equipment described in (i) above as remote amplifiers when transmitting non-recorded material.

Audio tape or wire recorders of the type described in (i) above will be maintained by engineers covered by this Agreement, but this shall not preclude the Company personnel who operate such recorders from changing the batteries of the equipment which they operate pursuant to this Section. Under no circumstances will AC power connections be used for recording on such audio tape or wire recorders.

(See Sideletter 8)

(l) Sessions and Committee or Council meetings originating from the United Nations. This exception shall not apply to originations or portions thereof when the Company uses its facilities at the United Nations; directs at the United Nations the program efforts; assigns Company personnel at the United Nations for participation in the pickup; or contributes any of the program elements at the United Nations; nor shall this exception apply to programs utilizing the United Nations for the purpose of locale or setting.

(m) News programs originated by "Beeper" or similar type phone.

#### Section 7.2 - Affiliate Defined.

Affiliated radio and television stations are defined for the purpose of this Article as those stations under a written affiliation agreement which take ten (10) hours or more of Company Network programs per month. The ten (10) hours are computed by adding the programs taken direct from the Company's Network lines to those programs which have been recorded by engineers covered by this contract. Owned stations not covered by this contract are to be considered affiliates for the purposes of this Article.

### Section 7.3 - Recorded Material - Origin Of.

The origin of Company programs using material especially recorded for broadcasting shall be that point at which the recording is converted by reproducing equipment for broadcasting, provided the recording has been properly checked, edited or re-recorded by Engineering employees under this contract. The Company agrees that a NABET-CWA Seal may be affixed to such recordings, denoting that this provision has been complied with.

### Section 7.4 - No Access.

Where the Company cannot obtain access to the point of pickup for any reason or where the facilities at the point of pickup or transmission facilities between such point and the Company's terminal facilities are not available, the Company may broadcast any program originated in cooperation with any other company(ies) or organization(s) without assigning an employee to the pickup. When time permits, the Company will notify the Union of its intended utilization of this Section prior to the broadcast.

### Section 7.5

The Company agrees that it will not assign a non-NABET-CWA Company employee to record a program especially for the Company subject to the provisions of this Article.

### Section 7.6 - Claims By Other Unions.

In no event shall the Company refuse to assign an employee in any case where the Company would ordinarily assign an employee because of any claim made by any other Union to the operation of all technical equipment in any particular area, except where the other Union is a member of the AFL-CIO and has a bona-fide written house contract or where there is a municipal or governmental regulation covering the work in question which shall be supplied to NABET-CWA. In any other circumstances the parties may exercise their rights as heretofore. The Company will endeavor to obtain a copy of the house contract and give it to the Union in advance of the pickup.

(See Stipulation 23)

## Section 7.7 - Meal Expense Allowance.

(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-Eight Dollars (\$58.00) (increasing to Fifty-Nine Dollars (\$59.00) effective 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.

(b) Employees assigned to field pickups, or other authorized Company business away from the home office, not covered by the foregoing (including employees assigned to the studio and subsequently assigned to a field pickup, or other authorized Company business away from the home office, for the remainder of their tour) shall be allowed a single payment of Fourteen Dollars (\$14.00), for meals after eleven (11) elapsed hours or Twenty Dollars (\$20.00) after fifteen (15) elapsed hours, if the

employee is on assignment in the field, or on other authorized Company business away from the home office, at the end of such eleventh or fifteenth hour respectively. In lieu of the foregoing, when sleeping accommodations are not furnished but the assignment requires the employee to travel fifty (50) miles or more (one way) from the main office of the employee's Company office and requires absence from the employee's home office for at least fourteen (14) hours, a per diem will be paid in the amount of Twenty-Eight Dollars (\$28.00) in lieu of meals. Necessary incidental expenses such as taxi fares and tips shall be reimbursable on assignments covered by this subparagraph (b).

#### Section 7.8 - Mileage.

For the purpose of this Article, mileage shall be determined by reference to mutually agreed upon maps.

#### Section 7.9 - Strip Shows.

The Company agrees to discuss in advance with the Union, programs originating from affiliates on a strip basis, when such a strip show is expected to be so originated for more than two (2) consecutive weeks.

#### Section 7.10

Nothing in this Article shall alter in any way the Union's exclusive jurisdiction over video tape as set forth in Article A-II.

#### Section 7.11

When technical equipment at the point of origination does not require the presence of an employee covered by the Engineering Agreement in order to originate a program from such point, nothing in this Article shall require the presence of such an employee. This Section shall not be construed to infringe on NABET-CWA jurisdiction where work covered by the Agreement is required to be performed at remote locations, nor shall it preclude NABET-CWA from grieving as to whether work covered by the Agreement is or is not required in any specific remote pick up.



## **ARTICLE VIII**

### **WORK SCHEDULE, OVERTIME AND PENALTIES**

#### **Section 8.1 - Regular Work Day.**

A regular work day is defined as a tour scheduled for not less than eight (8) hours in any work day, including meal periods where applicable. Meal periods shall be paid at the employee's straight time rate of pay. Time taken for meals during which work is not performed shall not be considered time worked for any purpose, including but not limited to calculating daily or weekly overtime or holiday premium pay. Time for which an employee shall be paid shall be computed in one-tenth (1/10) hour segments commencing with the time an employee reports for work on or after the scheduled starting time and ending with the time of the employee's completion of his or her work day as directed by the Company. The Company may require each employee to report and to certify the accuracy of such hours, including meal periods where applicable. A tour of duty starting any day and continuing into the following day shall be considered as one tour of duty and attributed to the first day.

[Note: The computation of paid time shall be changed from one-quarter (1/4) hour segments to one-tenth (1/10) hour segments in conjunction with the implementation of TimeKeeper or other system.]

#### **Section 8.2 - Regular Work Week.**

A regular work week is defined as consisting of any five (5) regular work days as defined above for a total of forty (40) hours, and as beginning at 12:01 A.M. Saturday and continuing until 12:00 Midnight the following Friday. Each employee shall have two (2) consecutive days off in each week. For this purpose, Friday and Saturday, if consecutive, shall be consecutive days off. No later than 7:00 P.M. of the preceding Tuesday (but Wednesday in the event that any Article XVIII holiday or any Company holiday is celebrated on Monday), the Company shall post at the home office the work schedule of employees for the nine (9) day period beginning at 12:01 A.M. Saturday.

#### **Section 8.3 - Turnaround.**

There shall be a minimum of twelve (12) 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-six (36) hours off consecutively and two (2) days off, sixty (60) 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. None of the above turnaround provisions shall apply to regularly established watch changes where the parties have agreed upon a rotating watch system, or to tours separated by vacation or by leave of absence in excess of two (2) days. In addition, none of the above turnaround provisions shall apply where two (2) hours or less elapse between the end of any tour or extension thereof, and the beginning of the next, in which event, such tour will be considered as one continuous tour.

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, 2023.

#### Section 8.4 - Long Tours.

(a) If an employee works more than eight (8) hours in any single tour, excluding meal periods, he or she shall be paid for all the hours worked in excess of eight (8) at one and one-half (1-1/2) times the regular rate of pay. Compensation for this excess time shall be in addition to any base pay to which such employee may be entitled regardless of the length of the tour in question. For example, an employee, who in any regular work week works three (3) eight (8) hour tours and one (1) twenty-four (24) hour tour will be compensated at the employee's base pay for such work week plus fifteen (15) hours at one and one-half (1-1/2) times the employee's regular rate of pay.

(b) If an employee is called back to work on a calendar day on which he or she has already started and completed a tour of duty, the employee shall be paid for the time between the end of such tour and his or her start of work on the call-back. The employee shall receive not less than a total of four (4) hours' pay for the intervening time plus the time worked on the call-back, provided, however, that for penalty purposes the call-back shall not be deemed extended beyond the time actually worked.

#### Section 8.5 - Overtime.

Hours worked outside of a regular work week or a regular work day, excluding meal periods, shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay in one-tenth (1/10) hour segments, except that such overtime hours worked on tours to which Article X is applicable shall be additionally compensated as provided therein. A supervisor or manager must approve any non-scheduled overtime. In no case shall overtime accrue on overtime. Penalties shall not be considered overtime or part of the base pay. Once an employee has reported to work his or her scheduled tour including overtime will not be shortened.

[Note: The computation of paid time shall be changed from one-quarter (1/4) hour segments to one-tenth (1/10) hour segments in conjunction with the implementation of TimeKeeper or other system.]

#### Section 8.6 - Changes in Work Schedule.

(a) Changes in Employees' Day or Days Off -- The posting of the schedule referred to in Section 8.2 shall freeze the employees' days off for the period covered by the posting.

(b) Work on Scheduled Day Off -- An employee may be required to work on a scheduled day off. Seventy-two (72) hours' notice prior to 12:01 A.M. of the scheduled day off must be given, except if less notice is given a Twenty-One Dollar (\$21.00) penalty shall be paid. Except as provided in the following paragraph, in the event that such notice is given within such seventy-two (72) hour period, at least eight (8) hours must elapse between the end of the employee's previous tour and the start of a tour on any originally scheduled day off. If less than eight (8) hours elapse, then the elapsed time will be paid for as time worked and all hours will be paid for as one continuous tour. In the event that the Company notifies an employee to report for work on a scheduled day off and then cancels such tour less than seventy-two (72) hours but more than twenty-four (24) hours prior to the scheduled starting time of work on such day off, the employee shall be paid a penalty of Thirty-Five Dollars (\$35.00). However, such employee shall be paid for such tour if (i), after such cancellation, he or she is again notified to report for work on such scheduled day off

and the employee's tour is again cancelled, or (ii), the Company cancels such tour upon less than such twenty-four (24) hours' notice.

On any tour in which an employee is assigned to a news pickup in the field using electronic cameras capable of being hand-held, and associated equipment, if such assignment requires travel and/or work away from the home office overnight, the eight (8) hours specified in the third sentence of the preceding paragraph will be five (5) hours. If less than five (5) hours elapse, then the elapsed time will be paid for as time worked and all hours will be paid for as one continuous tour.

(See Stipulation 25 regarding credit days)

(c) Daily Schedule Change - Notice of daily schedule changes affecting starting time shall be given twelve (12) hours in advance of the changed starting time, but not later than 6:00 PM 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. 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.

In lieu of the preceding paragraph, on scheduled field pickups or authorized Company business requiring travel and/or work away from the home office overnight, notice of daily schedule changes affecting starting time shall be given ten (10) hours in advance of the changed starting time, but not later than 9:00 P.M. of the work day prior to the day in question, except that in the event an employee is notified after 9:00 P.M. of a starting time schedule change or is given less than ten (10) hours' advance notice, a penalty of Thirteen Dollars (\$13.00) shall be paid.

In lieu of the first paragraph of this Section, for news field engineers (including EJ crews and other engineers regularly assigned to news field work) on any assignments not covered by the second paragraph of this Section, notice of daily schedule changes affecting starting time shall be given ten (10) hours in advance of the changed starting time, but not later than 9:00 P.M. of the work day prior to the day in question, provided that (i) in the event an employee is notified after 9:00 P.M. of a starting time schedule change or is given less than ten (10) hours' advance notice, a penalty of Thirteen Dollars (\$13.00) shall be paid; or (ii) in the event an employee is notified after 11:00 P.M. of the work day prior to the day in question, the change in starting time can only be made by adding work time to the previously scheduled hours at

overtime rates as specified in Section 8.5. The addition of such work time pursuant to (ii) shall be in lieu of the penalty set forth in (i).

In either case stated above, the assignment to which the employee is to be assigned shall govern.

Starting time referred to above means either the original posted time or the new time-in, whichever is earlier.

#### Section 8.7

The posting of the weekly schedules and any subsequent daily schedule changes shall fulfill the Company's obligation of notification to the employees under this Article. The Company agrees to make every effort to change the posted schedules as soon as changes in starting time or end-of-tour time are known to the Company.

Before going on vacation, an employee will be informed as to what date he or she will first be required to report back to work.

On the Friday prior to the end of the employee's vacation or such other day agreeable to the local management and the local vacation committee, the employee will call his or her designated department or scheduling area for his or her starting time for the day on which he or she is first scheduled to report to work following his or her vacation. In the event the Company changes such starting time after it has been given to the employee, such change can only be made by adding work time to the previously scheduled hours at overtime rates as specified in Section 8.5.

## Section 8.8

(a) If the employee has completed his or her tour prior to the posting of the daily schedule, it shall be the Company's sole obligation to notify the employee of any change. Such notice shall be considered given as of the time it is received by the employee personally, or by any responsible person at the employee's home. For each completed telephone call made by the Company to an employee's home between Midnight and 7:00 A.M., the employee shall be paid a penalty of Twelve Dollars (\$12.00).

In the case of an employee who qualifies for night shift differential under Section 10.1, for each completed telephone call made by the Company to an employee's home within eight (8) hours after the completion of the employee's prior shift, the employee shall be paid a penalty of Twelve Dollars (\$12.00).

(b) Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, if the Company calls an employee during the employee's off-duty hours and discusses Company business (other than a schedule change in paragraph (a) above) for more than ten (10) minutes, the employee shall receive one (1) hour's pay at his or her regular rate for each such completed call, provided the need to make the call does not result from an error or omission on the part of the employee. In the event an employee receives more than three (3) such calls in any one (1) calendar day, the employee shall receive no less than eight (8) hours' pay at his or her regular rate.

(c) Each employee shall inform the Company of any change in his or her home address and telephone number within seven (7) days after such change. In the event that other means of notifying an employee of schedule changes are not consistently effective, such employee may be required to provide the Company with a mobile phone number and of any change to such number within seven (7) days after such change, unless the employee certifies in writing to the Company that he or she does not have a mobile phone.

## Section 8.9 - Excessive Assignments.

(a) If an employee has worked in excess of ten (10) consecutive days without having received at least one (1) day off, for all such days worked in excess of ten (10) and until such time as the employee has received a day off, the employee shall receive additional compensation at his or her straight-time rate of pay; provided, however, that if the employee is otherwise receiving at least one and one-half (1-1/2) times his or her straight-time rate of pay for any hours thereof by virtue of another provision of this Agreement, the employee's additional compensation therefor under this Section shall be at one-half (1/2) his or her straight-time rate of pay. Any meal period shall be paid at the employee's straight time rate of pay. It is not the intention of the

Company to schedule an employee to work in excess of twelve (12) consecutive days unless such assignment is necessitated by unusual operating requirements.

The next succeeding paragraph shall continue to be applicable to those commonly scheduled operating groups to which it was applicable at the conclusion of the prior Agreement. Each commonly scheduled operating group to which the next succeeding paragraph was not applicable at the conclusion of the prior Agreement may elect to have it applicable under the following conditions: (i) NABET-CWA will notify the Company within thirty (30) days of the execution of this Agreement which such groups have elected that such paragraph shall be applicable; (ii) the Company will determine the date on which such paragraph becomes effective, which date will not be later than two (2) weeks after receipt of such notice. For any group to which the succeeding paragraph is or becomes applicable, the first paragraph of this Section 8.9(a) shall be revised by changing "ten (10)" to "fifteen (15)" during the period of such applicability.

If an employee works six (6) consecutive days without at least one (1) of such days being a scheduled day off, the employee will receive additional compensation at one-half (1/2) his or her straight-time rate of pay for all hours worked on such sixth (6th) consecutive work day and, similarly, if an employee works seven (7) consecutive days without at least one (1) of such days being a scheduled day off, the employee will receive additional compensation at one-half (1/2) his or her straight-time rate of pay for all hours worked on such seventh (7th) consecutive work day. The foregoing shall not be applicable to any hours on such sixth (6th) and/or seventh (7th) day which are otherwise compensated for as overtime hours, nor shall this Section be construed to require additional compensation for work on an eighth (8th), ninth (9th) and/or tenth (10th) consecutive day of work without a scheduled day off. However, the foregoing additional compensation shall not be required in any situation in which an employee works a sixth (6th) and/or seventh (7th) day as a result of the Company's accommodating a request by that employee.

(b) The Company shall refrain from assigning employees for continuous excessive hours of work resulting in excessive mental and physical strain. In the event the Company does so assign employees, it is agreed that the matter shall be subject to the grievance procedure, and the Company shall give such grievance its attention as soon as possible.

(c) The Company will notify the President of the Local Union in advance of the operational use of new technical equipment or a significant change in any established method of operation, provided that where the Local President is not an employee of the Company, a designee who is an employee may be appointed by the Union, and in such event, the Company will endeavor to send a copy of the above notice to said designee. Whenever possible, such notice will be given in writing at least two (2) weeks prior to the placing of such equipment into operation or the making of such

change. If the Local Union claims that the Company's action will impose or has imposed a significant increase in

(i) work load or

(ii) physical, mental or nervous strain on the employees involved, which will or has resulted in an unreasonable work load or excessive physical, mental or nervous strain on such employees, it may invoke the grievance and arbitration procedures set forth in Article XX, including the expedited arbitration procedure. However, the expedited arbitration procedure can be invoked only within one (1) week following receipt of such notice, unless such time is extended by mutual agreement.

Should the arbitrator determine, under any and all factors which the arbitrator deems relevant, that the new technical equipment or changed method of operation imposes an unreasonable work load or excessive mental, physical or nervous strain on the employees involved, the arbitrator shall order the Company to devise an alternative which alleviates such condition, and the arbitrator will retain jurisdiction over the case until such time as he or she is satisfied that the condition has been corrected. Should the arbitrator determine, under any and all factors which the arbitrator deems relevant, that the increase in work load or mental, physical or nervous strain has rendered the employees' Group classification inappropriate, he or she may reclassify such employees within the existing Group classifications in the Agreement.

It is specifically agreed that the notice provision of this clause shall not be applicable to minor changes in operations, or to emergency situations such as changes necessary to meet suddenly arising operational needs, provided, however, that nothing herein shall preclude the Company from giving the notice provided above in either such case.

#### Section 8.10

Notwithstanding any provisions in this Article VIII or arbitration awards to the contrary, no employee shall be entitled to payment for any scheduled work time for which he or she is not present and available to perform work assigned by the Company (e.g., when an employee is late in reporting to work or leaves work early without authorization to do so), unless such absence has been approved by his or her management supervisor.



**ARTICLE IX**  
**MEAL PERIODS**

Section 9.1

During each work day, a one (1) hour meal period shall be scheduled.

Section 9.2

During each work day in which an employee works two (2) or more hours beyond his or her regular work day, the Company shall pay the employee Five Dollars and Fifty Cents (\$5.50) to reimburse the employee for eating expenses in addition to any overtime pay earned.

Section 9.3

This Article shall not affect the Engineering Employees who have specific provisions.

**ARTICLE X**  
**NIGHT SHIFT DIFFERENTIAL**

**Section 10.1**

An employee who works between the hours of 12:00 Midnight and 6:00 A.M. (5:00 A.M. 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 180 days in calendar year 2014 or who do not maintain a minimum of 170 days of daily hire employment in each subsequent calendar year) shall be paid a night shift differential of fifteen percent (15%) (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 such straight-time hour worked, and a differential of twenty-two and one-half percent (22-1/2%) (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.

**Section 10.2**

An employee who has received night shift differential payments pursuant to Section 10.1 above on at least four hundred (400) hours of work during the twelve (12) month period immediately preceding December 31, 2014 shall receive a differential of fifteen percent (15%) of his or her straight-time rate of pay during calendar year 2015 for each week of the employee's scheduled vacation.

An employee who has received night shift differential payments pursuant to Section 10.1 above on at least eight hundred (800) hours of work during the twelve (12) month period immediately preceding December 31, 2015, shall receive a differential of fifteen percent (15%) of his or her straight-time rate of pay during calendar year 2016 for each week of the employee's scheduled vacation.

Beginning January 1, 2016, and going forward, the accumulation and differential payments under this Section 10.2 shall cease for all purposes.

(See Stipulation 11)

## **ARTICLE XI**

### **SENIORITY, LAYOFFS AND REHIRS**

#### **Section 11.1 - General Seniority Provisions.**

(a) For all employees, all seniority dates from the first (1st) day of the month in question. The date of the first day of the work week during which the employee actually starts work, however, shall control in the case of Unit Seniority only. In the event that more than one (1) employee commences working for the Company on the same day, lots shall be drawn in the presence of the employees affected (if available on reasonable notice), a Local Union officer and a Company representative not later than one (1) week after such commencement of work for the purpose of determining the relative seniority of the employees involved.

(b) Employees who, prior to September 1, 1945, were transferred from the Company to Blue Network Company, Inc., and/or American Broadcasting Company, Inc., and who prior to said date returned to the employ of the Company and have continued in its employ, shall receive seniority credit for all purposes for past service with the Company and the Blue Network Company, Inc., and/or American Broadcasting Company, Inc.

(c) The types of seniority are: (1) Total Company Seniority; (2) Unit Seniority; and (3) Pay Seniority.

#### **Section 11.2**

Total Company Seniority is measured by the length of service with the Company plus any contiguous service with the Radio Corporation of America after 1926 and is the controlling factor with respect to severance pay and length of vacation.

A regular employee who is reemployed will accumulate service credit from the date of reemployment, and the periods of previously accumulated service credit lost by breaks in service will be restored after three (3) years of continuous service following reemployment. The employee will not be given service credit for the period(s) of the breaks in service.

#### **Section 11.3**

Unit Seniority is measured by the length of service accumulated in all occupations presently covered by the unit in which the employee is employed and controls preference of vacation. It shall also control layoffs and rehiring as provided in this Article.

#### Section 11.4

The offices of the Company are New York, Chicago, Los Angeles and Washington, D.C.

#### Section 11.5 Pay Seniority

Pay Seniority determines the employee's place on the escalator and indicates the employee's anniversary date for pay purposes. In determining the Pay Seniority of a new employee, the Company will consider the employee's previous experience and, upon the Union's request, will discuss the employee's place on the escalator with the Union within twenty-one (21) days after his or her employment. Employees already on the payroll may have their Pay Seniority increased by the Company after the Union is notified.

A newly hired Engineering employee with experience as a broadcast engineer with any radio or television network or station, excluding a station operated by a college, university, or other educational institution, shall be credited with Pay Seniority for at least fifty percent (50%) of such experience; provided, however, that in no event shall the Company be obligated to place such employee on the top step of the appropriate escalator, and provided further that an employee with eighteen (18) months or more of such experience shall not be placed at the bottom of the escalator. The Company will advise an applicant for an Engineering position of the substance of this paragraph at the time of his or her application, and in order to be credited with experience hereunder, the applicant must report such experience to the Company at that time.

#### Section 11.6 - Layoffs.

(a) When layoffs (reductions in force) of employees are to be made in any unit, the Company, in its sole discretion, shall determine the number of employees to be laid off at each office. If such layoff shall be confined solely to temporary employees, the Company shall have the absolute right of selection among such employees. If such layoff shall involve both temporary and regular employees, the Company shall lay off all temporary employees at such office and then lay off regular employees at such office in inverse order of Unit Seniority, as defined in Section 11.3 of this Article.

(b) Similarly, if a layoff shall involve only regular employees, such layoff shall proceed in inverse order of Unit Seniority at such office.

(See Sideletter 30)

(c) The Company shall not be required to transfer employees between offices in the event of a layoff.

(d) Any regular employee who has accrued less than five (5) years of Unit Seniority or any vacation relief employee who is laid off shall receive two (2) weeks' written notice of such layoff or two (2) weeks' pay in lieu of such notice. Any regular employee who has accrued five (5) or more years of Unit Seniority who is laid off shall receive three (3) weeks' pay in lieu of such notice. Notice of layoff or pay in lieu of such notice shall be in addition to any severance, vacation or holiday pay to which an employee may be entitled upon such layoff pursuant to this Agreement. Such notice shall include the date of layoff and the number of payback days and vacation days, if any, due to the employee. In the event notice is given to the employee as provided above, a copy thereof shall be sent to the Union.

(e) In the event a regular employee is laid off and returns to the Unit within the applicable period specified in Section 11.7, the employee's seniority for all purposes upon returning shall be that which he or she had on the date of such layoff.

(f) In the event a temporary employee is laid off and returns to the Unit within one (1) year, the employee's seniority for all purposes upon returning shall consist of all accumulated time worked for the Company in the Unit, which was separated by intervals of less than one (1) year.

(g) The Company will give to each employee who is laid off, and who has rehiring rights, a copy of Section 11.7 of this Agreement.

(See Stipulation 19)

#### Section 11.7 - Rehiring Rights.

(a) In the event the Company wishes to engage employees at any office within any of the Units herein, it shall notify the Union, and the Company shall reemploy, in order of their Unit Seniority, any regular employees who were laid off from such Unit in that office within the following period:

(i) within the previous three (3) years in the case of those who, on the execution date of this Agreement, are employed in the Units covered by this Agreement or on layoff therefrom with rehiring rights, or

(ii) within the previous two (2) years in the case of those employed after the execution date of this Agreement.

The rehire rights described above shall apply only to employment which, at the time of hiring, is anticipated to be for periods in excess of four (4) consecutive weeks and

shall be conditioned upon and subject to the Company's sole discretion that the employee(s) eligible for rehire possess(es) the skills and abilities necessary to perform the work involved in the position(s) to be filled. An employee will be presumed to possess the requisite skills and abilities if the position to be filled is one which the employee was regularly performing at the time of his or her layoff.

(b) (1) An employee on layoff has sole responsibility to keep the Company and the Union notified as to his or her current address.

(2) The Company will notify an employee on layoff and who has rehiring rights under Section 11.7(a) of job availability in the Unit in the office from which he or she was laid off. This will be done by Registered Mail (Return Receipt Requested), and the employee is required to respond to the Employment Office of the Company within one (1) week of receipt of notification of the employee's intention to accept or decline the job.

(3) Failure of the employee to respond within one (1) week after receipt of recall notice will nullify the employee's recall right to the job(s) offered.

(4) If the employee responds to the effect that he or she cannot accept the job, but wishes to consider future job offers within the employee's recall period, the Company will notify the employee of such future job openings within the Unit in the office from which the employee was laid off, as in (2) and (3) above.

(5) If the employee fails to respond, the Company will not be required to notify the employee relative to subsequent job openings, until such time as a written response is received from the employee.

(c) Employees covered by the Engineering Agreement who are separated from employment at the Company as a direct result of the closure by the Company of a News Bureau covered by Stipulation 19 shall have recall rights in the Engineering Unit in other offices of the Company in accordance with the provisions of this Section.

(1) Such recall rights shall be applicable only to regular employees and only for a two (2) year period from the date of the separation.

(2) Such recall rights shall not be superior to the recall rights of any Engineering employee currently employed by the Company or who currently has recall rights, but in competing against other persons, the employee's full Unit Seniority shall be applicable.

(3) In order to obtain recall rights pursuant to this Section 11.7(c), the employee must notify the Employment Office of the Company in New York, in

writing, within thirty (30) days of being separated, of availability for work and recall rights shall commence upon receipt of such notice.

(4) Section 11.7(b) is applicable to the recall rights established by this Section 11.7(c), with the following adjustments:

Under Section 11.7(b)(1), notices to the Company shall be to its New York office; under Section 11.7(b)(2), notice will be given to the employee of job availability at all offices, and the employee's response shall be to the office from which the notice was received; in Section 11.7(b)(4), the phrase "in the office" shall not be applicable; references to layoff in Section 11.7(b) shall be deemed to include all separations covered by Section 11.7(c).

(5) Employees accepting recall pursuant to this provision shall move at their own expense.

#### Section 11.8 - Armed Forces.

(a) Any employee who shall enter or who has entered the Armed Forces of the United States shall, upon his or her discharge from such service, be granted such reemployment rights as are provided for in such statutes or Governmental regulations as may, at that time, be applicable.

(b) Any regular employee who is a member of the National Guard or one of the Armed Services Reserves, and is required to report for annual military training, shall be granted leave when ordered to active duty for such purpose. In such event, the Company will pay to such employee the difference, if any, between the employee's military pay and allowances for the period of such training, not to exceed two (2) weeks, and the pay the employee would have received if he or she had worked two (2) regular work weeks.

#### Section 11.9 - Revision.

The Company and the Union shall have the right by mutual agreement to alter and vary the provisions of this Article, as well as those of other Articles. However, no alteration or variation of the provisions of this Article may be made without the written approval of the Local Union(s) involved.

## **ARTICLE XII**

### **TRANSFERS, TRAINING AND TEMPORARY UPGRADING**

#### **Section 12.1 - Transfers.**

(a) An employee in a job classification covered by the Master Agreement who is transferred to another job classification covered by the Master Agreement, which latter classification is compensated on an escalator scale, the highest rate of which exceeds the flat rate or highest scale rate, as the case may be, of the job classification from which the employee was promoted, shall be fitted into the scale in the bracket equal to or next above his or her salary at the time of transfer. This will not affect the employee's anniversary date, and he or she will have Pay Seniority according to the salary bracket in which he or she is placed.

(b) An employee may not be compelled to accept a transfer from one office to another. An employee who, with his or her consent, is transferred from one office to another will retain his or her Total Company Seniority and his or her Pay Seniority, and with the consent of the Locals involved, his or her Unit Seniority. The Locals' consent will not be unreasonably withheld.

#### **Section 12.2 - Training.**

For the purpose of training, an employee may be assigned, for a period not to exceed twenty (20) days, to perform work in a more highly paid classification at the employee's normal rate of pay. In no case shall this provision be used to avoid filling an existing vacancy. A vacation relief assignment shall not be given an employee in training without paying the employee in the more highly paid classification. An employee who is assigned to a job in which he or she has no recent prior experience will be given an adequate opportunity to adjust to his or her new duties and will receive individual training, if necessary.

#### **Section 12.3 - Temporary Upgrading.**

(a) In the event that an employee is temporarily transferred to a higher classification than that to which the employee is regularly assigned, he or she shall be paid at the normal wage scale for such higher classification during the period of such transfer for not less than a full tour of duty.

(b) Notwithstanding the provisions of (a) above, in the event that an employee temporarily relieves another employee or employees in a higher classification for a meal period or meal periods not in excess of two (2) hours in any one tour, the employee shall be paid at the normal wage scale for such higher classification during the period of such relief only. If the relief periods exceed two (2) hours, the employee shall be paid at the normal wage scale for such higher classification for not less than



the entire tour of duty. In the case of relief for personal needs or rest periods, the employee shall receive his or her normal wage scale. In no event, however, is an employee to receive less than his or her regular wage scale if assigned temporarily to a lower classification than the employee's regular status.

(c) Any employee who receives upgrades by virtue of this Agreement for at least one hundred thirty (130) days during the twelve (12) month period immediately preceding December 31 of each year shall receive, in addition to regular vacation pay, the upgrade for each day of vacation, paid sick leave, payback days and jury duty during the following calendar year. In no event shall any upgrades given for vacation, sick leave, payback days and jury duty in any year count toward the attainment of upgrades in any succeeding year.

If an employee is upgraded to more than one (1) grade during the twelve (12) month period in which he or she earned the above payment, he or she will be paid for each day of vacation, paid sick leave, payback days and jury duty at the rate to which such employee was most frequently upgraded during the twelve (12) month period.

(d) Any employee who receives upgrades by virtue of this Agreement for an average of at least two hundred (200) days during a period of three (3) consecutive calendar years, shall, beginning with the first pay period in February of the following year, be upgraded on a regular basis to the lowest grade among those grades used, in descending order, to reach the two hundred (200) day requirement (e.g. an employee upgraded 70 days to Group 6, 130 days to Group 5 and 20 days to Group 3 shall receive an upgrade to Group 5). In no event shall any upgrades given for vacation, sick leave, payback days and jury duty in any year count toward the attainment of such upgrades. Any employee so upgraded may be downgraded, at the Company's sole discretion, by virtue of a regular reassignment by the Company to a lower-graded position or for any other reason that is neither arbitrary nor capricious.

## **ARTICLE XIII**

### **LEAVE OF ABSENCE**

#### **Section 13.1**

The right to return to a position in the unit shall be solely in accordance with the provisions of the Company's Sick Leave Policy. In the event a regular employee takes a leave of absence because of illness and returns to the unit within three (3) years (or in the case of an employee with more than six (6) years of Total Company Seniority, within a period equal to fifty percent (50%) of such seniority with a maximum of five (5) years), the employee's seniority for all purposes upon returning shall include the period of such leave of absence.

In exchange for the Company providing paid sick leave as described above and as currently set forth in Appendix "B", the Union, to the extent permitted by applicable law, hereby expressly waives the requirements of any applicable paid sick leave ordinance, statute or law.

[For the text of the Company's Sick Leave Policy, see Appendix "B".]

#### **Section 13.2**

The Company shall, upon written application from a regular employee, grant a special leave of absence not exceeding six (6) months, without pay, for maternity reasons (other than disability for which paid sick leave is provided) or paternity reasons, with full reinstatement privileges. Such employee's seniority for all purposes upon returning shall include the period of such leave of absence.

#### **Section 13.3**

The Company will arrange a leave of absence for Union activity for not more than two (2) employees at each office at any one time for specific periods up to one (1) year in duration, unless a greater number of employees is agreed to by both the Company and the Union. Any additional requests for extension of such period shall be granted, provided that the total period of the original leave and any extension thereof shall not exceed five (5) years in duration, unless a longer period is agreed to by both the Company and the Union. In addition to the leaves of absence granted pursuant to the foregoing, the Company will give reasonable consideration to requests for short-term leaves of absence for Union activity. Reasonable notice for leaves of absence for Union activity shall be given to the Company by the Union; whenever possible, such notice shall be given at least two (2) weeks prior to the date requested for the beginning of such leave. An employee granted a leave of absence pursuant to

this paragraph shall accrue seniority for all purposes during such leave of absence or any extension thereof granted pursuant hereto.

#### Section 13.4

An employee who is granted a leave of absence of ninety (90) calendar days or less under circumstances where seniority is not otherwise accrued under the foregoing provisions of this Article XIII shall, nevertheless, accrue seniority for all purposes. Such leave of absence will be granted only if approved in advance by both the Company and the Union, in writing. If the Union refuses to approve such leave, the leave may be granted, but the employee will not accrue seniority during such leave. Except as otherwise provided in Article XIII and in Sections 11.6 and 11.8, any employee leaving the unit shall forfeit his or her Unit Seniority.

#### Section 13.5

Upon request, the Company may grant a leave of absence of up to one (1) year to an employee for civic, educational or similar purposes. Such requests from employees will be processed expeditiously. If the Union and the Company agree, the employee's seniority upon resumption of employment shall be that which the employee had on the date of such leave.

#### Section 13.6

The Company's policy on leaves of absence for death in immediate family, family care and personal business shall be applicable to regular employees covered by this Agreement except as otherwise specifically provided in Article XIII.

In any case where the discretion of the supervisor is allowed or such approval is required, he or she will make such determination in a manner that is neither arbitrary nor capricious.

If during the term of this Agreement, the Company changes its policy with regard to leaves of absence of the types covered by this Section 13.6 for employees of the Company generally, such changes will be made applicable to the employees covered by this Agreement.

[For the text of the Company's policies concerning leaves of absence for death in immediate family, family care and personal business, see Appendix B.]

## Section 13.7

A regular employee who is required by law to serve as a juror and who presents satisfactory written evidence of a notice for jury duty will be given the necessary time off (which shall not be considered work time) from his or her regular schedule for the period during which he or she serves as a juror, and will receive his or her regular base pay for all regular work days absent for jury duty. Such employee is expected to report to work on any day the employee's jury duty hours reasonably permit. Upon request, an employee who is required to serve on jury duty will have his or her days off changed to Saturday and Sunday during the weeks which include his or her jury duty service if such request is made in time for the Company to change days off in accordance with Sections 8.2 and 8.6. If the Company has changed an employee's days off pursuant to the foregoing sentence and, for the week following the employee's days off back to other than Saturday and Sunday, Sections 8.2 and 8.6 shall not prevent such change.

## **ARTICLE XIV**

### **DISCHARGES**

#### **Section 14.1**

The Company may discharge an employee for just cause. Notice of the discharge will be given to the Local President of the Union, or another officer of the Union if the Local President is unavailable, within twenty-four (24) hours of the effective date of the discharge. In such event, either the Company or the Union has the right to submit the issue of discharge in writing only to the appropriate Impartial Umpire or to the American Arbitration Association, as governed by Section 20.8, within fifteen (15) business days after the effective date of the discharge. The parties shall have the right by mutual consent in writing to extend the time periods set forth in this Section.

Any NABET-CWA-represented employee who fails without good reason or refuses to submit to any test covered by Section 21.3 may be immediately discharged.

#### **Section 14.2**

The discharge of any employee who is discharged for inability or unwillingness to satisfactorily perform the duties and responsibilities of his or her position (including, but not limited to, discharges because of chronic attendance problems) may be subject to the following terms and conditions:

(a) Prior to the effectuation of any discharge hereunder, an employee whose performance has not been consistently satisfactory shall be so notified in writing as to how it has not been satisfactory and, thereafter, be afforded a reasonable opportunity to establish and maintain such a level of performance. A copy of such notification shall be given to the President of the employee's Local Union or his or her designee. The failure of management to have previously notified a dischargee that his or her performance has not been consistently satisfactory may not form the basis for any contention by the Union, or for any finding by an arbitrator that the Company's determination hereunder is arbitrary or capricious. However, in the event of a failure to notify, the employee in question may not be discharged until he or she has been given at least eight (8) weeks to establish and maintain a satisfactory level of performance. Any notice that is provided under this subsection shall be in writing and shall state that it constitutes notice under Section 14.2, but such notice shall not preclude the Company from imposing discipline on such employee under Section 14.1. If, for a period of twelve (12) consecutive months, the employee's overall performance is satisfactory, an employee shall no longer be subject to such notice of discharge.

(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 fifty-two (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.

(c) If a discharge hereunder is arbitrated, the Company's determination shall be sustained unless the Union proves that the classification of said discharge under this Section 14.2 is a pretext for some other reason, or that such determination, though not a pretext, is arbitrary or capricious. In any such proceeding, the arbitrator may not substitute his or her judgment for that of the Company, and the Company shall be accorded a presumption that its classification of the discharge and its substantive determination were reasonable and made in good faith.

(d) In the event that the determination hereunder is sustained in arbitration, the Company shall have no obligation to provide the dischargee with any additional severance payment or notice pay provided in subparagraph (b) above or to provide any of the other benefits described in such subparagraph.

(e) It is expressly understood and agreed that the Company has no obligation to find or attempt to find a dischargee hereunder any other position, or to train said dischargee to perform any job or assignment, including his or her present job or assignment, as a condition of sustaining the discharge.

(f) Neither the acceptance of any terminations nor any arbitration awards rendered hereunder may be cited in any other arbitration.

## **ARTICLE XV**

### **SEVERANCE PAY**

#### **Section 15.1**

The Company will grant to all employees released other than for cause, severance pay in an amount equal to one (1) week's pay for each year of Total Company Seniority; provided, however, that in no event shall a regular employee receive less than two (2) weeks' severance pay. Regular employees recalled from layoff for temporary employment pursuant to the Master Agreement shall receive such minimum severance pay only once in any calendar year. Under no circumstances will any severance pay be granted to an employee who is released from any period of temporary employment of less than four (4) weeks or who does not return to work at the end of a leave of absence.

## **ARTICLE XVI**

### **TRAVEL TIME**

#### **Section 16.1**

Travel time by an employee shall be credited as follows: Travel time shall be all that time consumed by an employee when traveling on Company assignment from the employee's home or home office and return thereto.

#### **Section 16.2**

(a) Employees covered by this Agreement shall travel in accordance with the prevailing policy of the Company at the time of travel.

(b) No employee shall be required to use a form of transportation which is excepted from coverage under a normal form of life, health or accident insurance which he or she has in effect, unless the Company has made arrangements in advance to maintain such coverage or to provide an equivalent substitute. Employees whose individual insurance policies contain features which might require the Company to make arrangements under this subparagraph (b) shall so advise the Company.

(c) No modifications in the provisions of this Section shall be effective unless agreed to in writing by the Local Union or Local Unions involved.

#### **Section 16.3**

When available, the Company shall provide first class hotel or equivalent accommodations with single occupancy (including but not limited to Courtyard by Marriott, Holiday Inn, Hilton, Ramada Inn, Doubletree, Hampton Inn and any of their affiliates). Should the Union claim that first class hotel or equivalent accommodations with single occupancy have not been provided, but are available within a reasonable distance of the pickup, a Company representative at the location, in conjunction with a representative of the crew, will investigate and consider such claim immediately. If they agree that such claim is valid, a change of accommodations will be made within twenty-four (24) hours. If the parties cannot agree, the dispute must then be referred to the Senior Vice President of Labor Relations or his or her designee and the Local Union President or his or her designee to discuss the matter further and seek resolution, prior to referring such dispute to arbitration under Article XX.

In the case of an out-of-town assignment of two (2) days or more, the Company will supply the Local Union with a copy of the written travel or operational orders, if and when any such orders are supplied to the employees on the assignment. The Company will also supply to the NABET-CWA Sector Office and the Local Union



offices in New York, Washington DC, Chicago and Los Angeles the list of hotels planned to be used by the Company to house employees during the course of a series of programs, if and when such a list has been made by the Company for use on such programs. An inadvertent failure to furnish the information referred to in this paragraph shall not be subject to arbitration. However, if the Union questions the Company's efforts to furnish such information, it may request discussion of the matter with the appropriate management representatives.

#### Section 16.4

(a) Full time shall be credited for all travel by air notwithstanding the provisions of Sections 16.7 to 16.10. Full time shall be credited for all other travel time except as hereinafter provided. No meal periods need be scheduled during any period for which an employee is being credited with travel time. On travel/work days, the Company will provide a one-half (1/2) hour meal period to employees, after arrival of their train or plane. Such period shall satisfy any contractual meal period obligation.

(b) When employees are assigned to any work which involves travel to and from the job location by air or train, they shall be "on the clock" (i.e., on Company-paid time) on the day that they travel to the job location only from the time of the scheduled departure of the plane or the train, respectively, and be "off the clock" (i.e., on their own time) on the day that they travel back from the job location, at the time of the plane's actual arrival at the gate or the train's actual arrival in the station.

(See Sideletter 73)

#### Section 16.5

When an employee is scheduled by the Company to travel from his or her home to a field pickup on an assignment which does not require the employee to stay away from home overnight, the employee shall be credited with the time normally required to travel from his or her home office to such field pickup. If such employee is not scheduled to return to the home office from such assignment, he or she shall be credited with a like amount of time for the return to his or her home. However, actual travel time from home to such an assignment or returning home shall be paid with the consent of the employee. Neither the Company nor the Union shall coerce an employee regarding the employee's decision under this Section 16.5. The Company and the Local Union involved shall agree as to the location of the "home office" for the purpose of this paragraph.

## Section 16.6

(a) Home office shall be defined as any Company office to which the employee is normally attached, or the out-of-town hotel or headquarters to which the employee may be assigned by the Company for the duration of the assignment.

(b) When on an out-of-town assignment an employee is scheduled to leave his or her hotel or other accommodation for the assigned location and return thereto, the employee's tour shall include that portion of the travel time to and from such locations which is in excess of one-half (1/2) hour each way.

(c) While the Company agrees to continue its practice of attempting to have the designated hotel or other accommodation available for employee check-in prior to their reporting to their assigned job location, when such hotel or accommodation is not yet ready for check-in, employees on out-of-town assignments may be required to go directly to such assignments and to check in after the completion of their work for the day. Further, employees who are not scheduled for teardown may be required to check out of their designated hotel or other accommodation prior to going to their assignments on the last day of the assignment. In that event, employees shall go directly from the location of the assignment to their place of departure. Where employees change or store their clothes before reporting to their assigned location or where they change their clothes at the conclusion of such assignment, the Company will provide suitable accommodations to cover the situation.

In lieu of the foregoing, the Company may provide employees who are scheduled to travel after performing teardown with a scheduled in-time one-half (1/2) hour prior to their leaving the hotel for the remote site to check out of the hotel, and an additional one-half (1/2) hour after teardown, and prior to traveling to the airport, for the purpose of cleaning up and changing clothes in suitable accommodations.

(d) Notwithstanding anything to the contrary in this Section, on travel/work days, employees may be required to go directly to their job location (rather than to their hotel or other accommodation) and, when so required, their out time shall be the time they are released at the job location plus an appropriate amount of time for traveling from such location to their hotel or other accommodation. At such location, employees will be afforded a reasonable time to change and/or store their clothes prior to commencing work, and will be provided suitable accommodations for doing so.

#### Section 16.7

When travel is on a common carrier between the hours of 8:00 A.M. and 12:00 Midnight, local time, full time shall be credited up to and only for the first eight (8) hours of travel.

#### Section 16.8

When travel is continuous on a common carrier during the period between the hours of 12:00 Midnight and 8:00 A.M., local time, and suitable sleeping facilities are available, no credit shall be allowed. For the purpose of this paragraph, a single occupancy berth is construed to be suitable sleeping facilities. When travel is designated by the Company on conveyances which do not have suitable sleeping facilities, full time credit shall be allowed.

#### Section 16.9

When travel on a common carrier terminates between the hours of 12:00 Midnight and 8:00 A.M., local time, due to arrival at designated destination, travel time from station to hotel or out-of-town headquarters plus one (1) hour is to be credited to the work day in which such termination occurred, and shall not result in a split day, or a short turnaround, night shift differential or penalties.

#### Section 16.10

When travel by an employee on a common carrier is interrupted between the hours of 12:00 Midnight and 8:00 A.M., local time, due to the necessity of making a scheduled common-carrier change, the employee shall receive full-time working credit from the time the employee leaves one carrier and arrives on another carrier, plus one (1) hour. This credit for the hours between 12:00 Midnight and 8:00 A.M., local time, shall be added at the Company's option, to the work day during which the interruption occurred or to the previous work day, and shall not result in a split work day, or a short turnaround, night shift differential or penalties.

#### Section 16.11

An employee shall receive an amount equivalent to eight (8) hours' pay at his or her straight-time rate for each regularly scheduled day off occurring during an out-of-town assignment, provided that no traveling occurs and no work is performed on such day off. No holiday repayment shall be permitted while on such out-of-town assignment. An employee who has received ten (10) or more such payments in any calendar year shall receive one (1) week of vacation in addition to such employee's vacation entitlement under Article XIX in the succeeding calendar year.

#### Section 16.12

If an employee is transferred from a studio location to a transmitter location or vice versa, and such transfer necessitates increased travel expense to and from the employee's home, the Company shall reimburse the employee for such increased travel expense for a period not to exceed three (3) months.

## **ARTICLE XVII**

### **USE OF EMPLOYEE'S CAR**

#### **Section 17.1**

Compensation in accordance with the personal auto provision of the Company's Travel and Expense Policy for each work day involved shall be allowed an employee for his or her automobile with the consent of the Company in executing the business of the Company, except in no event shall the employee receive working credit for the time consumed in traveling between his or her home and office. However, it is agreed and understood that the use of an employee's car is not mandatory. If the Company increases the rate per mile for employees of NBCUniversal generally, such increase will be made applicable to the employees covered by this Agreement.

#### **Section 17.2**

(a) The Company shall cause the insurance protection of the automobile liability policies which it maintains to be extended so as to provide insurance coverage to an employee who uses an automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company. Such coverage shall provide insurance protection up to \$3,000,000 against liability for bodily injuries to others or property damage sustained by others, incurred while such employee so uses such automobile, and the insurance protection shall be to the same extent and manner as, and under the same limitations, terms and conditions as such insurance policies afford protection to the Company. Such insurance protection shall not apply to the extent that other valid insurance shall protect such employee against such liability under the aforesaid circumstances.

(b) If, while an employee uses an automobile on a Company assignment on which the use of the automobile was specifically authorized by the Company, such automobile is damaged by collision or upset or other cause, and the actual cost of repair thereof exceeds Fifty Dollars (\$50), the Company will: (i) if the automobile is not otherwise insured against such damage, reimburse the employee to the extent of the actual cost of repairing such automobile, or the actual cash value of the automobile, whichever is the lesser; or (ii) if such automobile is otherwise insured against such damage, reimburse such employee to the extent of the amount of any deductible imposed by the insurance carrier in the settlement of the claim.

#### **Section 17.3**

Whenever it is used in this Article, the term "automobile" shall be defined as any land motor vehicle (excluding trailers) designed for travel on public roads.

## **ARTICLE XVIII**

### **HOLIDAYS**

#### **Section 18.1**

The following shall be deemed to be holidays under Sections 18.1 through 18.8, irrespective of the day of the week on which the holiday may fall: NEW YEAR'S DAY (January 1st), PRESIDENTS' DAY (third Monday in February), MEMORIAL DAY (last Monday in May), THANKSGIVING DAY (fourth Thursday in November) and CHRISTMAS DAY (December 25th).

#### **Section 18.2**

If an employee is required to work on any of the aforesaid holidays, the employee will receive, in lieu of other compensation, compensation at the rate of one and one-half (1-1/2) times his or her straight-time rate of pay for all straight-time hours worked, and at the rate of two (2) times his or her straight-time rate of pay for all overtime hours worked. Any meal period shall be paid at the employee's straight time rate of pay. If an employee is scheduled for an extra day off on any of the aforesaid holidays, then that holiday will be considered a "scheduled day off" under Section 8.6(b).

#### **Section 18.3**

If an employee is required to work on any of the aforesaid holidays, and such holiday is on such employee's scheduled day off, the employee shall receive, in lieu of other compensation, compensation at the rate of two (2) times his or her straight-time rate of pay for the first eight (8) hours of work and at the rate of two and one-half (2-1/2) times his or her straight-time rate of pay for all hours worked in excess of eight (8). Any meal period shall be paid at the employee's straight time rate of pay.

#### **Section 18.4**

In the cases referred to in Sections 18.2 and 18.3 above, the employee shall receive one (1) extra day off consecutive with his or her regular scheduled days off, in addition to the compensation provided for above. In lieu of such extra day off, and by mutual agreement between the Company and the employee, the employee may be compensated with eight (8) hours of pay at his or her straight-time rate of pay.

## Section 18.5

If the holiday falls on an employee's day off, he or she shall receive eight (8) hours' straight-time pay, or, if agreed to by the employee and the Company, an extra day off with pay.

## Section 18.6

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 six (6) 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.

#### Section 18.7

Each day an employee is excused from working because of a holiday to his or her credit shall, subject to all terms and conditions hereof, reduce by eight (8) hours the work week of such employee for such week.

#### Section 18.8

If an employee works on a day that has been scheduled as a payback day, the employee will receive in lieu of other compensation, compensation at the rate of two (2) times his or her straight-time rate of pay for all straight-time hours worked, and at the rate of two and one-half (2-1/2) times his or her straight-time rate of pay for all overtime hours worked. Any meal period shall be paid at the employee's straight time rate of pay. The employee shall receive one (1) extra day off consecutive with his or her regular scheduled days off in addition to such compensation.

#### Section 18.9

The following shall be deemed to be holidays under this Section 18.9, irrespective of the day of the week on which the holiday may fall: MARTIN LUTHER KING, JR. DAY (third Monday in January), JULY FOURTH, LABOR DAY (first Monday in September), FRIDAY AFTER THANKSGIVING (Friday after fourth Thursday in November), and THREE (3) ADDITIONAL HOLIDAYS as designated by the Company each calendar year for employees covered by this Section 18.9.

If an employee is required to work on any of the aforesaid holidays, he or she will receive, in lieu of other compensation, compensation at the rate of one and one-half (1-1/2) times his or her straight-time rate of pay for all straight-time hours worked, and at the rate of two (2) times his or her straight-time rate of pay for all overtime hours worked. Any meal period shall be paid at the employee's straight time rate of pay. The extra days off referred to in Section 18.6 may only be scheduled on one of the above (18.9) holidays at the request of the employee.



## ARTICLE XIX

### VACATIONS

#### Section 19.1

- (a) An employee who is hired prior to March 20, 2019 and 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:

Total Company Seniority as of <u>the last Friday in December</u>	Weeks of Vacation <u>with Pay</u>
Less than 5 years.....	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 March 20, 2019 and is on the payroll on the last Friday of December of any year shall be entitled to vacation pay in the succeeding year, as follows:

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

- (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).

## Section 19.2

An employee engaged between January 1st and April 30th inclusive (excluding vacation relief employees) shall receive one (1) week of vacation with pay plus such days as are due the employee by virtue of holidays. An employee engaged after April 30th (excluding vacation relief employees) shall receive one (1) day of vacation with pay for each month he or she has been employed by the Company prior to the beginning of his or her vacation for that year, not to exceed five (5) work days, plus such days as are due the employee by virtue of holidays.

## Section 19.3

The provisions in Section 19.2 above excluding vacation relief employees from vacation rights shall not apply where such employees are retained in employment beyond October 31st of the year in question. Any regular employee who is laid off and is subsequently rehired on a temporary basis, if not retained beyond October 31st of the then-current year, shall nevertheless be entitled to one (1) day of vacation for each month of temporary service.

## Section 19.4

An employee on the payroll on the last Friday in December of any year who is terminated on or after the last Friday in December for any reason will be entitled to vacation as specified in this Article, or payment in lieu of vacation, plus any holiday pay to which he or she may be entitled, except that an employee who is on the payroll on the last Friday in December but who had less than six (6) months of service credit as of the date of termination, and who is terminated prior to April 1st, shall receive one (1) week's vacation pay plus any holiday pay to which he or she may be entitled.

## Section 19.5

An employee who is terminated after October 31st but prior to the last Friday in December, who has received his or her vacation for that year, shall not be entitled to any vacation pay. Notwithstanding any of the preceding Sections of this Article, an employee who is terminated prior to working for three (3) continuous months shall not be entitled to any vacation.

## Section 19.6

Before October 15th of each year, the local management and local committee shall confer for the purpose of discussing vacation scheduling for the following year. The vacation period shall be the calendar year. For Engineering employees, vacation patterns shall be determined and posted by November 1st, and vacation selections shall be made by December 1st. For other employees, vacation patterns shall be

determined and posted by December 1st, and vacation selection shall be made by January 1st. Neither the vacation patterns nor vacation selections, as established above, may be changed except by mutual consent of the Company and the local committee, provided, however, that an employee and the Company may mutually agree to advance to any open week(s) on the vacation pattern or to delay (except to a work week that includes Thanksgiving and during the period of December 22nd through January 2nd) the start of his or her vacation when the employee has an unusual skill, ability or experience, or where the employee has been working on an essential assignment which extends into such vacation period as originally scheduled, but not for the sole purpose of giving the employee a better vacation period. In the event the employee's vacation is carried over to the next vacation year, he or she shall pick the replacement period in accordance with this Section. In either case above, neither the Company nor the Union will coerce the employee regarding the employee's decision to advance or delay his or her vacation. Vacation preferences within the operating group to which the employees are assigned shall be given to employees on the basis of Unit Seniority. No employee covered by these Agreements shall be required to give up his or her free choice of vacation to any person not covered by these Agreements.

If agreement with the local committee on a vacation pattern is not reached by November 1st in the case of Engineering employees, and December 1st in the case of other employees, the Company shall post such vacation pattern in accordance with its operating requirements within the vacation period. If vacation selections are not made by December 1st in the case of Engineering employees, and January 1st in the case of other employees, the Company shall make the vacation selections.

Nothing in this Agreement shall preclude the local committee and local management from agreeing to different dates for determination, posting and selection. Notwithstanding the foregoing, an employee may voluntarily agree to work for the Company in lieu of any period of his/her vacation, for which he/she shall receive vacation pay for the day(s) worked but no additional day(s) off.

#### Section 19.7

An employee who qualifies for more than two (2) weeks' vacation under Section 19.1 shall have the right to take such additional vacation at some other time during the vacation period, subject to selection on a Unit Seniority basis among those employees so splitting their vacations after the vacations of employees not splitting their vacations have been established.

#### Section 19.8

No employee may be recalled to duty for any reason during his or her vacation period. The Company will schedule at least two (2) days off contiguous to the employee's vacation, provided the employee requests such days in writing at least two (2) weeks

prior to the vacation, or such other period agreeable to the local management and the local committee. If an employee splits his or her vacation into two (2) or more segments, the preceding sentence shall be applicable to a maximum of two (2) such segments; however, local agreements and practices which permit the preceding sentence to be applicable to more than two (2) such segments will not be affected by this sentence. An employee may not be required to work on days off which, at the request of the employee, have been scheduled contiguous to the employee's vacation.

Section 19.9

After discussion and agreement with local management and with due regard for schedule requirements, an employee shall be permitted to split his or her vacation and take part of his or her total vacation as follows:

- (1) In a separate period of one (1) or two (2) weeks at a time during the vacation period selected in accordance with seniority after the primary portion of all other vacations of employees in the same vacation group have been selected, and/or
- (2) On a one-day-at-a-time basis up to five (5) days with the approval of local management, provided that the taking of a particular day off is agreed upon by the Company and the employee involved, and the request for such day is made at least two (2) weeks prior to the day involved, and provided further that if an employee does not utilize or arrange to utilize his or her individual vacation days by October 1st of each year, the Company may schedule the remaining days prior to the end of the year.

The parties shall have the right by mutual consent to change the time periods in this Section.

#### Section 19.10

The following will be applied in computing vacations for returning servicemen and servicewomen:

- (1) Upon going into the service, the employee receives in time or money all vacation due him or her up to that time.
- (2) All time spent in service is counted in accruing seniority for all purposes under the NABET-CWA contracts, including the requisite periods of more than five (5) years for the extra vacation.
- (3) Those returning after the vacation season will receive no vacation until the following year.
- (4) If the number of months the employee worked in the year in which he or she went into the service, added to the number of months he or she worked in the year in

which he or she returned from service, is twelve (12) months or less, he or she shall receive one (1) full vacation period or vacation pay, for both years combined.

Subject to paragraph (3), if the sum exceeds twelve (12) months, the total vacation for the combined years shall be prorated, a fractional day counting as a full day. For example, if the sum is eighteen (18) months, the employee shall receive a total of one and one-half (1-1/2) vacations for both years and if, for example, the employee received in time or money a full vacation on leaving, the employee would be entitled to one-half (1/2) of a full vacation for the year in which he or she returns.

#### Section 19.11

Where an employee is entitled under the terms of this Agreement to vacation or holiday pay on termination of employment, such payment shall be made to his or her estate in the case of the employee's death.

## **ARTICLE XX**

### **GRIEVANCES AND ARBITRATION**

#### **Section 20.1**

Should a grievance arise during the term of this Agreement, the aggrieved employee or employees shall contact the designated Union Steward. The grievance shall be discussed promptly by the Steward (or another Union representative designated by the Local President) and the designated management supervisor for the purpose of ascertaining the relevant facts and attempting settlement. Such Steward or other designated Union representative and the management supervisor shall each have the authority to settle the specific incident involved in the grievance on terms mutually acceptable to them. Any settlements so reached shall be immediately reduced to writing on a special form which shall state the essential facts involved, including the date, location, Company and Union personnel involved, the precise request made by the employee or the Union and the reason therefore, and which shall be signed by the Steward or other Union representative and the management supervisor. Each such settlement shall automatically be deemed to contain the following clause: "This resolution is made on a no-precedent basis, is without prejudice to the position of either the Company or the Union with respect to any contractual issues that may be involved, and may not be cited in any subsequent arbitration or other legal proceeding other than one involving the enforcement of this particular resolution."

If a resolution is reached, a copy will be forwarded to the Local Union President or his or her designee and the Company's Labor Relations Department. Either party shall nevertheless have the right to submit the incident to arbitration (alleging that the incident did or did not involve a violation of the Agreement) as if no resolution had been reached, but only after discussion of such resolution at a meeting held pursuant to Sideletter 19 within one hundred ten (110) days after the day of the resolution. In the case of matters submitted to arbitration pursuant to this paragraph, the forty-five (45) days time limit recited in the last paragraph of this Section shall not commence until after discussion of such matter at the meeting held pursuant to Sideletter 19.

If during any calendar year at any office of the Company either party arbitrates more than three (3) incidents originally resolved in accordance with the procedures established above, the other party may, upon thirty (30) days' written notice, have the option to delete the third (3rd) and succeeding sentences of the first (1st) paragraph of this Section 20.1 and all of the second (2nd) and third (3rd) paragraphs of this Section 20.1 from the Master Agreement at that particular office.

Should the grievance remain unresolved after such discussion, it shall be reduced to writing on appropriate forms and signed by the employee, the Steward or, in the case of a grievance filed by the Union, by any Union representative. The written grievance shall state the essential facts involved, including the date, location, the Company and

Union personnel involved and the specific provision(s) of the Master Agreement allegedly breached. Such written grievance shall be filed with the management supervisor and with the Union for processing to the Local Grievance Committee. A grievance may be amended by providing written notice to the non-grieving party at any point prior to being referred to arbitration under Section 20.6, but not thereafter, to assert additional essential facts or additional specific provision(s) of the Master Agreement allegedly breached, provided that any such amendment(s) must involve, and be directly related to, the events forming the basis of the grievance. The non-grieving party may demand a subsequent meeting to occur prior to the first hearing date to discuss such amendment(s).

No grievance may be filed more than forty-five (45) days after knowledge of the incident or condition which gave rise to the grievance was known or should have been known to an Officer or representative of the International Union or to an Officer of the Local Union, including a grievance committee member, or to an Executive Board member or a steward involved in that area of the Company's operation relevant to the substance of the incident or condition involved.

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.

(See Sideletter 19)

## Section 20.2

In the event that an employee has a personal complaint, the employee may discuss the complaint with his or her management supervisor, his or her Steward, or both, provided, however, that the Steward shall have the right to be present at the resolution of the complaint. If the complaint is not satisfied and the matter is alleged to violate this Section and/or another provision of the Master Agreement, it may be submitted as a grievance in accordance with Section 20.1.

(The Burbank Award in NB84-71 is null and void and of no further force and effect.)

## Section 20.3

The Local Grievance Committee shall be designated by the Union at each office, and its size shall be mutually agreed upon by the parties. Local grievance meetings shall be held at each office on a regular, periodic basis as required, but not less frequently than once every four weeks unless mutually agreed otherwise at any or all of the locations, provided further that the Union must make a good faith effort to provide a written agenda at least seven (7) days prior to each grievance meeting.

## Section 20.4

A duly authorized representative of NABET-CWA may investigate or inspect operations of the Company covered by this Agreement at reasonable hours and in such a manner as not to disturb the normal operations of the Company. At sites not controlled by the Company at which employees covered by this Agreement are working and at which credentials to permit access are required, the Company will, upon request and whenever possible, supply such credentials to the President of the Local involved or, in his or her absence, to the President's designee. When the Company adopts special security measures at a studio or other site which it controls, it shall not bar a duly authorized representative of NABET-CWA from inspecting or investigating such operations, pursuant to the preceding paragraph, provided, however, that when the Company provides special security precautions, it may require credentials of such NABET-CWA representative if it either (1) provides the appropriate Union official with such credentials in advance, or (2) gives the Union due and timely written notice that application must be made for such credentials.

## Section 20.5 (RESERVED)

## Section 20.6

All grievances filed since the most recent grievance meeting held pursuant to Section 20.3 shall automatically be placed on the agenda for the next such grievance meeting, and both parties will make good-faith efforts to discuss all such grievances at that meeting. After a meeting at which such grievances are discussed, the Company shall



give to the Union a written answer to each grievance. Within forty (40) days after its initial discussion at a grievance meeting or within twenty (20) days after receipt by the Union of the Company's written answer, whichever is later, or within sixty (60) days after filing if there has been no discussion, or after any longer period of time as may be mutually agreed to in writing by the Company and the Union, either party may refer the grievance to arbitration by delivering a signed, written notice to that effect directed to the other party and to the appropriate Impartial Umpire or to the American Arbitration Association, as governed by Section 20.8 below. 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
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Joan Parker (Carol Wittenberg or another arbitrator mutually acceptable to the parties, Alternate)	New York Office
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Jonathon Monat	]	
Kenneth Perea	]	Los Angeles Office
Douglas Collins	]	

Joan Parker	Washington Office
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Alan Symonette	Chicago Office
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In Los Angeles, where 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.

In the event of the resignation, termination, or incapacity of an Impartial Umpire, a successor shall be designated by the parties for the remainder of the term.

## Section 20.7

A grievance which is not referred to arbitration in accordance with Section 20.6 shall be deemed abandoned. A grievance which has been abandoned shall not be deemed to be a settlement or an arbitral determination adverse to the grieving party; the grieving party shall be deemed to have protested the incident or incidents upon which the closed grievance was based, but shall not be deemed to have filed a formal grievance relating thereto, and may not file a subsequent grievance based upon such specific incident or incidents.

Any grievances which were filed prior to March 31, 2015 that were not resolved within five (5) years of the date they were filed shall be deemed abandoned. Any grievances filed on or after March 31, 2015 that have not been resolved within three (3) years (four (4) years for Local 11 grievances) from the date they were filed shall be deemed abandoned.

## Section 20.8

If the appropriate Impartial Umpire has no available dates for hearing the case within a reasonable time after the matter is referred to him or her for arbitration, or if there is no Impartial Umpire for a particular Office of the Company, the parties may attempt to select an arbitrator themselves. If the parties do not agree upon an arbitrator within two (2) weeks (or such longer period upon which the parties mutually agree), the case may be referred to the American Arbitration Association in that city in accordance with the Association's rules, except the Association shall submit additional full panels until the parties mutually select an arbitrator. The matter shall be determined by an arbitrator selected pursuant to such rules and the proceeding shall be governed by the applicable rules of the American Arbitration Association for such labor arbitrations.

## Section 20.9

Grievance settlements, withdrawals of grievances, and practices at offices of the Company other than the office in which the grievance being arbitrated was filed shall not be considered by the arbitrator and/or Impartial Umpire in connection with the arbitration of such grievance. The arbitration award shall be applicable only to the office in which the grievance was filed. The foregoing provisions of this Section 20.9 shall not preclude the arbitrator from considering grievance settlements, withdrawals of grievances, and practices at the office where the grievance was filed.

## Section 20.10

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 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.

If Joan Parker is unable or unwilling to hear the grievance within twenty-four (24) hours, Carol Wittenberg or another arbitrator by mutual agreement of the parties may be designated to hear such grievance as the Impartial Umpire under this Section. The award of the Impartial Umpire shall be rendered at the earliest possible time and, in any event, no later than twenty-four (24) hours after the hearing has been closed. The Impartial Umpire need not render an opinion with the award. The Impartial Umpire shall be empowered under this procedure to order injunctive relief or such other remedy as he or she deems appropriate if he or she finds there will be (or has been) a violation of one of the provisions specified at the beginning of this Section or of an arbitration award. It is the specific intent of this Section 20.10 to permit arbitration proceedings concerning proposed changes in operations to commence prior to the making of such proposed changes, but not to delay the making of such changes pending the outcome of any such proceedings. The parties agree and will impress upon the Impartial Umpire the need for expedition in the processing of the grievance and the rendering of this award.

(It is understood that the reference to "Impartial Umpire" in other Sections of the Agreement, i.e., ARTICLE XIV and Stipulation 12, refer to the Impartial Umpire in the office concerned.)

#### Section 20.11

Except as provided in Section 20.10, a final decision or award of the Impartial Umpire or arbitrator shall be made within thirty (30) days after the close of the hearing. Such decision shall be binding on both parties and each of them will promptly comply. Each party will bear its own expense incurred in the conduct of arbitration proceedings but will share equally the expense of the Impartial Umpire or arbitrator. The parties agree and will impress upon the Impartial Umpire or arbitrator the need for expedition in the rendering of this award.

#### Section 20.12

In no event shall the Impartial Umpire or arbitrator modify or amend the provisions of this Agreement nor, except as permitted in the second sentence of Section 20.9, shall the same question or issue be the subject of arbitration more than once, except upon a showing of new evidence, change of condition, or circumstances. The Impartial Umpire or arbitrator shall have the right, in instances where violations of the contract are found to have occurred, to impose punitive damages where actual damage cannot be computed or where the imposition of a deterrent to future violations may be warranted. In case of any grievance involving a continuing liability for which the arbitration hearing is not concluded within one (1) year of the filing of the grievance, damages, if any, shall run for a period of no more than thirteen (13) months from the date of the earliest grieved incident or condition.

#### Section 20.13

Any waiver of the application of any requirement(s) in this Article shall be in writing and signed by both parties.

## **ARTICLE XXI**

### **SAFETY**

#### **Section 21.1**

The Company agrees to the appointment of a NABET-CWA representative on existing Safety Committees where established (except there shall be two (2) NABET-CWA representatives in New York and two (2) NABET-CWA representatives in Los Angeles) and to the creation of Safety Committees with a NABET-CWA representative to be appointed thereto at each of the offices where no Safety Committee currently exists.

#### **Section 21.2**

In the event the Union wishes to retain safety consultants to advise it on matters of occupational health and safety, the Company agrees to designate a representative to meet with such consultants at times and places mutually agreed upon by the Company and the Union. Such consultants may also, at the Union's request and upon reasonable prior notice to the Company, attend meetings of the Safety Committees provided for in Section 21.1 above.

#### **Section 21.3**

Any NABET-CWA-represented employee who, in connection with his or her employment by the Company, is required by any governmental regulations to be tested for the presence of alcohol, drugs or any other proscribed substance, shall submit to such tests in accordance with said regulations.

#### **Section 21.4**

The parties realize that the safety of employees assigned to EJ field pickups is of prime importance. In view of the foregoing, at each Company location, a special safety committee of NABET-CWA-represented employees and representatives of local management shall meet as mutually agreed, but no less than once every four (4) months, to attempt to resolve safety issues that have been raised by employees on EJ field assignments. An agreed upon number of EJ field employees shall attend such meetings to offer information or suggestions on the basis of their experience.

While it is expressly understood and agreed that the right of assignment lies with the Company, an employee(s) at the pickup site who has assessed the situation need not commence a hazardous assignment or, if the assignment has already begun but has become hazardous, may withdraw to a position of safety at or near the site of the pickup. In either event, such employee(s) shall use his or her best efforts to fulfill the

assignment. To overcome factors that may contribute to the creation of a hazardous condition, such employee(s) may request appropriate safety gear.

Any decision not to begin or continue to perform a hazardous assignment must be made in good faith, be reasonable under all of the circumstances and be communicated as soon as possible to the appropriate assignment editor or management personnel. In the event of any conflict between an employee's decision and an order to perform given by an assignment editor or a manager, the employee shall not be regarded as insubordinate, provided that his or her decision is in accordance with the foregoing sentence.

An assignment is "hazardous" only if its performance (or continued performance) necessarily entails an immediate and significant risk of a serious physical injury to the employee(s) assigned.

Any hazardous-assignment issues may be submitted for consideration by the special safety committee established pursuant to this provision.

It is expressly understood and agreed that this Section 21.4 exclusively governs and applies on a case-by-base basis to any claimed safety problems on EJ field assignments, including, but not limited to, any claims that one-person assignments involve or entail excessive mental and/or nervous strain and, to the extent that the Award in NN82-209 found any such excessive strain under Section 8.9(c), it is null and void and of no further force and effect.

## **ARTICLE XXII**

### **BENEFIT PLANS AND PROGRAMS**

#### **Section 22.1**

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 22.2**

The Comcast Corporation Retirement-Investment Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

#### **Section 22.3**

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 22.4**

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

#### **Section 22.6**

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 22.7**

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

#### Section 22.8

NBCUniversal Post-Retirement Health Care & Retiree Reimbursement Account Program

#### Section 22.9

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

#### Section 22.10

The NBCUniversal Adoption Assistance 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 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 22.12

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 22.13

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

#### Section 22.14

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 22.15

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 22.16

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.

#### Section 22.17

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

#### Section 22.18

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 22.19

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 22.20

The ACA-Compliant Plan (currently named the Independence Blue Cross Personal Choice Plan) shall be applicable to all eligible employees in accordance with the terms of that Plan.

#### Section 22.21

Changes in any of the Plans, Programs, and Policies specified in Article XXII (the “NBCUniversal 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 NBCUniversal Plans. The Company will supply the Union, upon request, with a copy of each of the NBCUniversal Plans specified in this Article.

For purposes of the NBCUniversal 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.

#### 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 NBCUniversal Plans to unilaterally modify or make changes in the NBCUniversal 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.

## **ARTICLE XXIII**

**(RESERVED)**

## **ARTICLE XXIV**

### **ON-CAMERA APPEARANCES**

#### **Section 24.1**

Planned on-camera appearances of employees, except panoramic shots, incidental shots of employees in the audience area or in a newsroom, appearances for the purpose of greetings or congratulations, and appearances in bumpers, news stories in which such employees are subjects and/or interviewees, or in openings or closes, shall be paid for at the applicable rate specified below. In no event shall pay be required for accidental pickups.

Effective 12/31/18

Background Actors, Program Fee - Network Variety Programs of:

5 minutes or less.....	\$48.00
over 5 to 15 minutes.....	85.00
Over 15 to 30 minutes.....	129.00
Over 30 to 45 minutes.....	148.00
Over 45 to 60 minutes.....	164.00
Over 60 to 90 minutes.....	201.00
Over 90 to 120 minutes.....	236.00

Background Actors, Serial Program Fee - Network Serial Programs of:

Up to 30 minutes.....	\$128.00
Over 30 to 45 minutes.....	147.00
Over 45 to 60 minutes.....	152.00
Over 60 to 90 minutes.....	182.00

Effective as of 7/1/19

Background Actors, All Network Programs other than Serials and Variety \$174.00

Large Groups ..... See Walk-ons and Extras rates  
in AFTRA Network Code

Local Programs .....	See Walk-ons and Extras rates
.....	in AFTRA Local Codes for
.....	Chicago, Los Angeles, New York
	and Washington, D.C.

Effective as of 12/31/18

Background Actors, Promotional.....	\$120.00
Announcements	

It is agreed that if the program rates specified in the AFTRA Code of Fair Practices for Network Television Broadcasting or in the Local Codes for Chicago, Los Angeles, New York and Washington, D.C., are increased as the result of the AFTRA-Company negotiations during the term of this Master Agreement, such increased rates shall be effective in lieu of the foregoing rates as of the same date they become effective for AFTRA.

If such paid appearances on programs are replayed, the employee shall receive one hundred percent (100%) of the above applicable rate for the first reuse, seventy-five percent (75%) of the above applicable rate for the second reuse, and no additional payment for any subsequent reuse.

The above promotional announcement rate shall cover the recording and not more than thirteen (13) weeks of use and shall be repaid for subsequent thirteen (13) week periods up to a maximum of Two Hundred Fifty Dollars (\$250.00).

A technical supervisor, or the appropriate supervisor in other Departments, has the authority to make such a commitment to any employee to pay for an on-camera appearance; however, the parties are agreed that no other person has the authority to make such a commitment.

## Section 24.2

Planned on-camera appearances of employees, for which pay is required under the terms of Section 24.1 above, shall not be made without the prior consent of the employees involved.

## **ARTICLE XXV**

### **LOCAL QUARTERLY MEETINGS**

#### **Section 25.1**

The Company and the Union shall meet quarterly at each location for the purpose of information, review, and resolution of problems relating to existing and anticipated significant technological developments, major new methods of operation and matters relating to individual employee situations. The Company representatives at such meeting shall consist of the chief operating head and the labor relations department head at the location involved, and the Union representatives shall consist of the highest ranking Local Union officer with the Company and one (1) other designee of the Local Union.

At each such meeting, the Company officials will inform the Local Union of anticipated changes in equipment and methods of operation of which they are aware. The Union representatives will be provided with access to available background information relating thereto, and will treat such information on a confidential basis. If the Union, after receipt of information concerning the anticipated developments at the quarterly meeting, wishes to review with the Company its proposed changes, the parties shall reconvene at the earliest possible time after such meeting to take up the matter.

In addition, the quarterly meeting shall take up those issues relating to individual employee problems which either party believes could be useful. It is the intent of this procedure that the discussion of such problems will be conducted on a non-adversary basis, and in a good faith attempt to resolve hardship situations. Such issues may or may not be matters which have been the subject of specific grievances. If the parties are unable to reach a satisfactory resolution of these individual problems, they shall be reconsidered at the next quarterly meeting, provided that those issues which have been the subject of specific grievances may continue to be processed through the grievance and arbitration procedure.

## ARTICLE XXVI

### TERM OF AGREEMENT

#### Section 26.1

Basic minimum wage scales specified in all agreements herein and overtime rates based thereon, shall be effective 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 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, 2022. Upon written notice by either party served at least sixty (60) days prior to April 1, 2022, both parties agree to commence negotiations on or before March 18, 2022, for extension or modification of this Agreement for a period to commence April 1, 2022.

IN WITNESS WHEREOF, the parties have hereto affixed their respective signatures on the day and year specified in the first paragraph of this Master Agreement.

NBCUniversal Media, LLC

By (s) Jason Laks

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND  
TECHNICIANS, THE BROADCASTING AND CABLE TELEVISION WORKERS  
SECTOR OF THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO-  
CLC

By (s) Charles G. Braico

## **INDIVIDUAL ARTICLES**

### **A. ENGINEERING AGREEMENT**

#### **A-I SCOPE OF UNIT**

##### **Section A1.1**

The term "employee" as used in this Agreement applies to all the technical employees of the Company wherever located, employed in the Engineering department of the Company, and shall be deemed to include all of the employees who are in the classifications set forth in Article A-III and all employees in additional classifications which may be added to Article A-III during the term of this Agreement pursuant to the jurisdiction of the Union as defined in this Agreement. Excluded from the term "employee" are the following: (1) Chief Engineer; (2) Director of Network Technical Operations; (3) Manager of Radio Technical Operations; (4) Manager of Television Technical Operations; (5) administrative assistant; (6) liaison engineers; (7) engineers-in-charge and their respective assistants in the following four (4) Engineering groups, to wit: radio facilities, development, audio facilities, technical services; (8) model shop superintendent; (9) construction superintendents; (10) development administrative assistant; (11) technical training director; (12) staff engineers; (13) division engineers; (14) engineers-in-charge of Owned and Operated stations; (15) operation supervisors; (16) television operation supervisors; (17) station engineers assigned to transmitters of more than 5 kw; (18) television station engineers; (19) any other persons in executive or administrative positions whose responsibilities are at least equal to those of any enumerated above; and (20) supervisory personnel who do not operate or maintain equipment except for the purpose of training an employee.

## **A-II TECHNICAL EQUIPMENT AND JURISDICTION**

### **Section A2.1 - Technical Equipment and Jurisdiction**

Only employees under this Agreement shall operate, maintain and, to the extent heretofore, repair technical equipment, and technical equipment for the purposes of this Contract includes those facilities of the Engineering Department of the Company used in transmitting, converting and/or conducting audio, video, and/or radio frequencies for use in broadcast, closed-circuit broadcast, rebroadcast, audition, rehearsal, recording, and/or "on-the-air" playback.

### **Section A2.2 – Jurisdiction**

(a) In addition to the jurisdiction granted in Section A2.1 above, it is agreed that the jurisdiction of the Union is expressly applicable to all electronic video equipment (including a combination electronic and motion picture or "slave" camera) used either in connection with live broadcasting or in connection with electronic video recording. It shall include all related electronic, mechanical and optical equipment used operationally for all recording, rerecording, processing, duplicating, editing, cutting, splicing and playback, in connection with such video recordings, provided, however, with respect to kinescope recordings in New York City, this paragraph shall not modify the existing collective bargaining agreement and certification by the National Labor Relations Board.

(b) Electronic character generators (e.g., Vidifont, Videograph, Chyron) and keyboard or other input devices used solely therewith and memory and storage devices used solely therewith are technical equipment under this Agreement when used for broadcast, closed-circuit broadcast, re-broadcast, audition, rehearsal, recording and/or "on-the-air" playback, and when used for such purposes, such devices shall be operated, maintained, and, to the extent heretofore, installed by employees hereunder. Notwithstanding the foregoing, other than employees covered by this Agreement

(i) may operate keyboard or other input devices for the purpose of visually determining the format, layout, size of font, or design of material, provided that any decisions reached on such matters by such other persons will be presented to employees covered by this Agreement for entry into the memory or storage of the device or for use live, provided further that such other employees may enter material into the memory or storage of the device on a temporary basis for the purpose of making the determinations described above, and provided further that a tape, cassette or similar memory or storage medium prepared by such other persons may be utilized only for the purpose of conveying information to the NABET-CWA-represented employee who will make entry into the memory or storage, or to others for the purpose of making



the determinations described above, but such tape, cassette or similar memory or storage medium will in no case be used for such entry or for use directly to air or for any other purposes (see A2.8(3.) footnote); or

(ii) may operate keyboard or other input devices for the purpose of creating, composing, or producing sophisticated, complicated or advanced graphic or scenic displays or effects, which require operation by a person with special knowledge of the subject matter, and where the proper artistic effect requires the operation of the keyboard or other input devices by such person and such person has been responsible for the creation of a similar type of product or effect by other than electronic means; or

(iii) may operate keyboards, or similar devices, to visually recall material stored in the memory or storage of the device or an associated computer for purposes of information.

(iv) may load and unload disc-packs or any other storage medium used in connection with the technical equipment described in this Section A2.2(b).

Further, other than employees may, on election night and during rehearsals for such night, feed information into computers, wherever located.

Where inputs to the memory or storage are received from an outside, non-Company information-gathering source (e.g., election returns), nothing in the Master Agreement will be deemed to require inputs to be entered by employees covered by this Agreement. In addition, any information which has been collected, input or processed in the memory of any computer system by any person not covered by the Master Agreement may be transferred, directly or indirectly, to any technical equipment.

If there are any instances in which the foregoing paragraph or the last paragraph of this Section creates a severe operational problem for the Company resulting in unanticipated hardships, the matter will be discussed with the Union and, if no satisfactory arrangement is made, the method of handling the matter will be subject to arbitration. The Company will provide opportunities for employees to improve their skills in the use of such devices in connection with the production of program material. This will include, but will not be limited to, on-the-job training and outside sources of instruction.

Individuals described in subparagraphs (i) and (ii) above may utilize the operating control of the devices described herein for the purposes of creating, activating or controlling still and/or motion displays, or for the purpose of changing displays during other than on-air performance. Such individuals may also utilize such operating control on-air if it is for their own performance. In addition, such individuals may operate the keyboard and/or operational controlling device(s) of any

or all devices described herein for the purpose of completing his or her creation, composition, production or modification when such equipment is used in conjunction with any other device(s) described herein. Nothing in this Section A2.2(b) shall limit the operation of electronic character generators pursuant to Section A2.2(c) by other than employees covered by this Agreement.

(See Stipulation 21)

c) Electronic storage devices (still or motion), electronic freehand display devices, or sophisticated still or motion electronic graphic display devices (e.g., Telestrator, Chyron and/or other character generators, Dubner and/or other animation devices, Quantel paintboxes and/or other electronic palette devices, electronic pointers), as well as single (combination devices incorporating the features of both character generators and such display devices, and input devices (including keyboard devices) used solely therewith, and memory and storage devices used solely therewith are technical equipment under this Agreement when used for broadcast, closed-circuit broadcast, rebroadcast, audition, rehearsal, recording, and/or "on-the-air" playback, and when used for such purposes, such devices shall be operated, maintained, and, to the extent heretofore, installed by employees hereunder. Notwithstanding the foregoing, other than employees covered by this Agreement may operate such device or devices and any associated equipment (including, but not limited to, the associated probe, pen, brush and/or controlling mechanisms which are required to produce the effect the device is capable of producing, the keyboard or input address device, the framing and focusing controls of a camera fixed to a stand, any modems and/or other communications devices, and any associated switching/effects equipment), under the following conditions:

- (i) An individual performing on-the-air live or during recording for broadcast, his or her rehearsal thereof or preparation therefore, may operate, in any area or location, the device or devices and any associated equipment; and
- (ii) An individual creating, composing or producing graphic or scenic displays or effects for storage may operate, in any area or location, the device or devices, any associated equipment and any technical equipment, including, but not limited to, any cameras and videotape machines directly related to such creation, composition or production, and may load and unload disc-packs and any other storage medium used in connection with the technical equipment described in this Section A2.2(c).

Nothing herein shall prevent any person from obtaining, transmitting and receiving material to and from technical equipment, wherever located, including, but not limited to, visually recalling for purposes of information.

In the event a single combination device incorporating the features of both electronic character generators and electronic freehand display devices or

sophisticated electronic graphic display devices is utilized, and only the character generator portion of such device is used to produce, compose or create the entire display or effect, the provisions of either Section A2.2(b) above or this Section A2.2(c), at the Company's option, shall apply.

The Company will provide opportunities for employees to improve their skills in the use of such devices in connection with the production of program material. This will include, but will not be limited to, on-the-job training and outside sources of instruction.

Individuals described in subparagraphs (i) and (ii) above may utilize the operating control of the devices described herein for the purposes of creating, activating or controlling still and/or motion displays, or for the purpose of changing displays during other than on-air performance. Such individuals may also utilize such operating control on-air if it is for their own performance. In addition, such individuals may operate the keyboard and/or operational controlling device(s) of any or all devices described herein for the purpose of completing his or her creation, composition, production or modification when such equipment is used in conjunction with any other device(s) described herein. Nothing in this Section A2.2(c) shall limit the operation of electronic character generators pursuant to Section A2.2(b) by other than employees covered by this Agreement.

(See Stipulation 21)

(d) A process control computer used to control the operation of technical equipment, as defined in Section A2.1 of the Engineering Agreement, shall fall within such definition of technical equipment. To the extent that such work has not been performed by employees covered by the Engineering Agreement, persons not covered by the Engineering Agreement may prepare information and/or instructions for insertion into such computer. In addition, persons not covered by the Engineering Agreement may physically prepare a punched tape, magnetic tape or other device for feeding information and/or instructions into a computer as described herein and may feed such information and/or instructions, the purpose of which is to control any operation to which a Technical Director would otherwise be assigned, into such a computer by using input devices operated in any area(s) or location(s). Equipment used to override such computer will be operated by employees covered by the Engineering Agreement.

Persons not covered by the Engineering Agreement may extract information from such computers by using devices which may be located and operated in any area or location.

Devices (including computer systems) which are not within the jurisdiction of the Engineering Agreement will not be brought into such jurisdiction simply because of the fact that such devices are used to feed information and/or instructions into and/or

extract information from a process control computer under circumstances described in this Section A2.2(d).

A Technical Director Group 7 will be assigned to any process control computer that is controlling any operation to which a Technical Director would otherwise be assigned. In New York and Los Angeles, a Group 7, who will be paid Ten Dollars (\$10.00) per week above the Group 7 scale, will be assigned to the television switching central operation whenever a process control computer is controlling on-air broadcast operations and other broadcast operations requiring switching; such assignment shall satisfy the requirement of the foregoing sentence for such operations. Nothing herein shall preclude "experts in computer programming" from operating input devices and computer controls located in technical areas for purposes of reprogramming the computer or otherwise adjusting the logic of the system. An "expert in computer programming," as the term is used above, shall include: (i) experts who are Company personnel (whose names have been furnished in advance to the Union); and (ii) experts who are not Company personnel.

The provisions of this Section and practices which may develop thereunder shall have no precedential or prejudicial effect on situations which do not involve the utilization of a process control computer for the purposes set forth in the first paragraph of this Section, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

(e) When NABET-CWA-represented Engineering employees are assigned using electronic cameras capable of being hand-held and associated equipment, the following shall be applicable:

1. Staffing as to the number of employees will be as required.
2. The first employee assigned will be a Technical Director whenever such a camera (a) is combined with and feeds a portable video tape recorder; or (b) is feeding to a studio or remote control point, but such employee is independently responsible for the camera unit and associated equipment, and is not under the direct supervision of a Technical Director at such studio or remote control point. If there are only two (2) employees assigned to a camera unit, and (a) or (b) above is applicable, then the second employee assigned shall be a Group 3. Video control work on the equipment referred to herein performed in a Company facility in preparation for an assignment covered by this Section A2.2(e) shall be performed by an employee who is a Group 5 or higher.
3. In cases where a Technical Director must be assigned in accordance with the provisions of subparagraph 2(a) or (b) of this Section:

(i) On news pickups in the field, other Company personnel may communicate with Engineering employees. The Company shall designate one (1) person on location who shall have ultimate authority for communicating programming instructions to Engineering personnel, if such instructions are not being communicated from a studio or other control point.

(ii) News material gathered hereunder, live or taped, may be transmitted to a Company office for broadcast or taping through any available facility. Such transmittal will not be performed by a non-NABET-CWA Company employee.

4. (i) When the Company intends to cover a news story with electronic cameras capable of being hand-held, it may pool whatever lighting work is necessary for such coverage with any news and other information gathering company(ies) or organization(s). The Company agrees to review promptly with the Union any claim that Engineering employees of the Company are not performing a reasonable proportion of such pool lighting work. When the Company is to supply the lighting under such arrangement, NABET-CWA-represented Engineering employees will be assigned to perform such work.

(ii) The Engineering employees of the Company performing the pooled lighting assignment hereunder shall, upon request, perform for any of the other companies such additional or modified lighting work (including relocating and re-focusing of lights) as may be required by them for their special use (e.g., a "standupper" that takes place before, during or after the companies' general coverage of the story itself), but may perform such additional or modified lighting for such other companies only if such additional or modified lighting takes place in the same general area as the pooled lighting itself. Where the pooled lighting itself is in a room, the term "general area" shall include the same room or an immediately adjacent area.

(iii) In situations when it is the Company's turn to provide pool lighting, if the Company should assign an engineer(s) specifically to the remote location in advance of the arrival of its crew in order to be responsible for the necessary pool lighting work, the classification of one (1) such engineer shall be Group 6. Except as provided for in the preceding sentence, the parties recognize that lighting for the pool can be assigned to the Engineering employees assigned to the crew in accordance with this Section A2.2(e).

(iv) It is understood that on Presidential trips some lighting functions may be performed by non-Company personnel in connection with "lighting the President," as heretofore.

(v) The foregoing subparagraphs are only applicable to pickups of the type described in subparagraphs (i) and (iv), where camera coverage is handled on a unilateral basis by each network company, and it is therefore understood that technical work unrelated to lighting will not be affected by this Agreement.

(vi) A record will be kept by the Company of each time it is determined in advance that a pool assignment will be made hereunder, and will show which company's employees were assigned to do the lighting work. The purpose is to assure an equitable distribution of the work performed hereunder. Such record shall be available to the Union.

(vii) This paragraph 4 is limited to the situations described above. It is not intended to imply either the same or a different treatment in other situations. It will not be precedent for any assignments of work on any pickups except those specified herein, and neither this paragraph 4 nor any practice under it on any pickup covered by it, nor any practice preceding this paragraph 4 if it had been in effect on that date, will be cited in any case covering a different type of pickup. Specifically, not to be cited in any such case is the use of the lighting "pool" arrangement hereunder for pooling only part of the technical work involved in a particular pickup.

(viii) On news pickups in the field not covered by (i) through (vii) above, Engineering employees assigned to the event in accordance with this Section A2.2(e) shall perform any lighting functions that are performed, unless the lighting is to be performed in a location where another union has contracted "house jurisdiction" over lighting functions which does not exclude electronic news pickups.\* Further, when lights have already been set up by other film or tape crews at a place where the news story is to be covered, the pickup may be made without employees hereunder setting up lights if such other lights are sufficient for the pickup.

(It is the intent of the Company that the Engineering crew and their gear will normally be assigned to the site in such a manner that they will have time and equipment to do the lighting just as though no one else had done it.)

(See Sideletter 7)

5. Employees hired on a daily basis pursuant to Stipulations 18 and 19 shall be paid for each day so worked no less than a daily base rate of pay equal to one-fifth (1/5) of the applicable weekly wage scale set forth (at any step of the escalator) in the group classification in the wage provisions of Article A to which the employee is assigned. Daily employees may be assigned to work at such rate for any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X, such employees shall receive additional compensation as provided in that Article. Any work performed by such employees in excess of eight (8) hours in any day or forty (40) hours in any regular work week (as defined in Section 8.2) shall be paid as overtime at one and one-half (1-1/2) times the regular rate of pay hereunder in one-tenth (1/10) hour segments. In no case shall overtime accrue on overtime. In addition, any work performed by such employees on a holiday as defined in Sections 18.1 or 18.9 shall be compensated at a rate equal to one and one-half (1-1/2) times their straight-time rate of pay for all straight-time

hours worked on any such holiday, and at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. A day is defined as a calendar day. In addition, employees may be hired on a daily basis to work a minimum of four (4) hours on any day at a rate of pay equal to one-eighth (1/8th) of their daily base rate for each hour worked, and shall not be entitled to any meal period unless they work more than six (6) consecutive hours in any day. In the event that such employees are required to work more than six (6) hours, they shall be paid the full daily base rate.

[Note: The computation of paid time shall be changed from one-quarter (1/4) hour segments to one-tenth (1/10) hour segments in conjunction with the implementation of TimeKeeper or other system.]

Daily employees shall receive a daily benefit payment of Sixty-Seven Dollars (\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective 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-Seven Dollars (\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective April 1, 2021). The amount to be offset to provide such coverage shall be determined by the Company's Vice-President, Labor Relations and the International 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 April 1, 2019, then increasing to Twenty-Three Dollars (\$23.00) effective April 1, 2020, then increasing to Twenty-Four Dollars (\$24.00) effective April 1, 2021) of the daily benefit payment paid pursuant to this paragraph shall be contributed to the Entertainment Industry Flex Plan.

(See Sideletter 32)

In the event that the Company engages a daily-hire employee and cancels such engagement 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 less than twelve (12) hours before the scheduled in-time for the assignment, the daily-hire employee shall be paid for four (4), five (5), six (6) or eight (8) hours pay, whichever is applicable.

The following provisions of the General and Individual Articles shall not apply to daily-hires and daily-hire employment: Sections 3.3, 3.4, 3.5, 3.6 and 3.7; Articles VIII (except 8.9(b) and (c)), XI through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII (except Section 17.1 with respect to commutation on overnight remotes with the prior consent of the Company), XVIII, XIX, XXII (except Section 22.13 and Section 22.20 (up to the amount provided by Company policy for such employees)) and Stipulation 22.

In lieu of Sections 16.6(a) and 16.11, the following shall apply to employees hired on a daily basis:

Section 16.6(a): For the purpose of Article XVI as it applies to employees hired on a daily basis, "home office" shall be determined by Company assignment and shall be defined, at the Company's election, as the daily-hire's home or regular place of business, a Company facility within commuting distance of the daily-hire's home, or the out-of-town hotel or headquarters to which the employee may be assigned by the Company for the duration of the assignment.

Section 16.11: A person hired on a daily basis shall receive an amount equal to eight (8) hours' pay at his or her straight-time rate for each day during which such person is required to remain out-of-town, but has no work assignment. Such person shall also receive the daily benefit payment set forth above for each such day.

So long as no fewer than fifty (50) employees are eligible at all times, employees under this Section A2.2(e)5 shall be eligible to participate in the CWA Savings and Retirement Trust 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 two percent (2%) (increasing to 2.5% effective 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.

6. The foregoing provisions of this Section A2.2(e) are applicable only to the equipment described. These provisions of Section A2.2(e) and practices which may develop thereunder shall have no precedential or prejudicial effect on situations not involving the utilization of this equipment, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

(See Sideletter 57)

### Section A2.3 - Video Tape

(a) The jurisdiction set forth in Sections A2.1 and A2.2 above shall apply to video tape equipment, which includes portable video tape equipment. Only employees under this Agreement shall operate, modify and maintain video tape equipment utilized in connection with any process using electronic methods wholly or partly for the storage and reproduction of video information and other signals pertaining thereto. This shall be expressly applicable to video tape or any substitute therefor (but not including motion picture film) and electronic storage or memory devices used in connection with animation processes, sequencing and timing operations. The aforesaid jurisdiction shall apply in the following circumstances:

(1) Programs produced by the Company which are recorded or prerecorded on video tape, including programs produced by the Company which are converted from live or film to pre-recordings on video tape.

(2) Programs produced by others for the Company which are prerecorded on video tape, if the Company has the basic underlying property rights to the programs and subcontracts the production of the programs to others.

(3) It is understood and agreed that the jurisdiction set forth in this Section A2.3 shall also apply to the types of programs set forth herein when produced by California National Productions, Inc., or by any other subsidiary of the Company (except those which own and operate a station) so long as the Company has the right to determine the recording facilities where the program is to be recorded or prerecorded if such program is being produced for broadcast by the Company.

As used in this Section A2.3, 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.

The Burbank Award in NB88-21 is deemed null and void and of no further force and effect.

(b) (1) 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 except programs originating from the regular studio of an affiliate. 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 prerecord the event for broadcast on each day equivalent to a day-of-air; 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%) 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%

(2) 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 prerecord the event for broadcast on each day equivalent to a day-of-air; 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%) 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.

(See Stipulation 18)

(3) Section A2.3(b) (1) and (2) above do not apply to video tape recordings used solely for reference purposes or for time-zone delayed broadcasts or delayed public service broadcasts by the President, Vice President or members of the Cabinet. The Company will record and/or playback all time-zone delayed broadcasts from an Owned Station under this Agreement using the Company's facilities, except that nothing herein shall preclude any station from handling its own playback, or any affiliate from handling its own playback, or any affiliate from recording and/or playing back to a region which does not include an Owned Station under this Agreement.

(4) Sections A2.3(b) (1) and (2) above do not apply to Sessions and Committee or Council meetings originating from the United Nations. This exception shall not apply to originations or portions thereof when the Company uses its facilities at the United Nations; directs at the United Nations the program efforts; assigns Company personnel at the United Nations for participation in the pickup; or contributes any of the program elements at the United Nations; nor shall this exception apply to programs utilizing the United Nations for the purpose of locale or setting.

(5) The Company agrees that it will not assign programs to be prerecorded, recorded or played back on video tape to an affiliate or others for the purpose of depriving the employees under this Agreement of the jurisdiction set forth herein. It is understood that this paragraph has no application to assignments to employees represented by a member of the AFL-CIO and made pursuant to a bona fide written house contract or where there is a municipal or governmental regulation covering the work in question which shall be supplied to NABET-CWA. In any other circumstances, the parties may exercise their rights as heretofore. The Company will endeavor to obtain a copy of the house contract and give it to the Union in advance of the pickup.

(See Stipulation 23)

(6) Owned Stations not covered by this contract are to be considered affiliates for the purpose of this Section A2.3(b).

(7) Section A2.3(b) (1) and (2) above do not apply to news events when time does not permit the assignment of employees covered by this Agreement to the point of pickup or when owned or leased equipment or telephone line facilities are not available to make the pickup, provided that such video tapes are recorded and/or played back by employees hereunder.

(See Sideletter 3)

(8) Sections A2.3(b) (1) and (2) above do not apply to news and news special event programs originated on a pool basis by or together with any news and other information gathering company(ies) or organization(s) and/or any station(s). Nothing herein shall limit the right of the Company to utilize the facilities of the pool arrangement for its own origination when others involved in the pool are not broadcasting, provided that such facilities are requested for such pool broadcast by any other participant in the pool. The Company agrees to review promptly with the Union any claim that the Engineering employees of the Company are not handling a reasonable proportion of the pool programs which it broadcasts.

(9) Where the Company cannot obtain access to the point of pickup for any reason, the Company may broadcast or otherwise use any program originated in cooperation with any other company(ies) or organization(s) without assigning an employee to the pickup. When time permits, the Company will notify the Union of its intended utilization of this Section prior to the broadcast or other use.

10) When technical equipment at the point of origination does not require the presence of an employee covered by this Agreement in order to originate a program from such point, nothing in this Article shall require the presence of such an employee. This section shall not be construed to infringe on NABET-CWA jurisdiction where work covered by the Agreement is required to be performed at remote locations, nor shall it preclude NABET-CWA from grieving as to whether work covered by the Agreement is or is not required in any specific remote pickup.

(c) For the purpose of this Section, mileage shall be determined by reference to mutually agreed upon maps.

#### Section A2.4 - New Devices

(a) In the event that the Company introduces or permits to be used any process, machinery, equipment or device which substitutes for, supplements or replaces any present process, machinery, equipment or device being operated as of the date of this Contract by employees within the bargaining unit, such process, machinery,

equipment or device shall be operated, maintained and, to the extent heretofore, repaired only by employees in the bargaining unit herein set forth.

(b) Paragraph (a) above is not applicable to the production and processing of film.

(c) Nothing in this Section A2.4 shall be construed so as to modify any existing collective bargaining agreement or certification by the National Labor Relations Board to which the Company is a party or which controls the operation of devices in connection with broadcasts over Company facilities.

#### Section A2.5 Emergency Cut-off Switches

On telephone conversation or interview programs, emergency cut-off switches may be operated by talent conducting the program and/or the program director, provided that an engineer assigned to the program is also provided with an emergency cut-off switch.

#### Section A2.6 Work on Technical Equipment

Work on technical equipment which is performed by a manufacturer or the manufacturer's representative in fulfilling the manufacturer's warranty or recall may be performed by persons outside the bargaining unit for a period coextensive with the period of the warranty up to a maximum of five (5) years after such equipment is put into operation, or for such longer warranty period as is generally available for such equipment, or for any renewal thereof, or at any time after recall, provided, however, that (a) in the case of faults in design or workmanship, or (b) where equipment does not meet the specifications as represented by the manufacturer and where, in either case, the deficiency has not been discovered or remedied within the warranty period, work on such equipment may be performed by persons outside the bargaining unit and, provided further, that in the case of upgrades or modifications of equipment suggested by the manufacturer, work on such equipment may be performed by the manufacturer or the manufacturer's representative. When persons outside the bargaining unit perform work on technical equipment under the circumstances described in (a) and (b) above, the Company will notify the Union in advance of the work to be performed and, upon request, will make available to the Local Union involved a copy of the warranty and inventory number of such equipment. Such work may be performed either on or off Company premises. If such work is performed on Company premises, at least one (1) NABET-CWA-represented employee will be assigned to the same job or project for no more than two (2) straight-time days. The foregoing provisions of Section A2.6 shall not affect the Company's right to have work performed by persons outside the bargaining unit whether or not the technical equipment is under warranty, in accordance with Section 6.1.

## Section A2.7

Video recording and playback equipment which is located on Company premises within a Company office as defined in Section 11.4 will be installed (including any necessary adjustment), other than in connection with any project or construction work, and, subject to the provisions of Section A2.6, maintained and modified by employees covered by the Engineering Agreement. In any areas within such an office and at any locations outside such an office, persons not covered by the Engineering Agreement may operate such equipment for any purpose, but not so as to infringe upon the Union's jurisdiction over the actual broadcast or physical editing of video tape as provided in this Agreement. It is expressly understood that locating and noting precise edit points (e.g., using time code) while playing back material does not infringe upon the Union's editing jurisdiction. Such persons may also use such equipment to record material for non-broadcast purposes and/or to record program material which is being or has been distributed to the public (including material received by an off-the-air antenna and distributed in-house on the RF antenna-plex system), provided that if any resultant recordings are subsequently broadcast by the Company, the Company will assign employee(s) covered by this Agreement to record the air copy of such material. The Company recognizes the need to allocate its operational facilities so as not to jeopardize production for broadcast; therefore, pursuant to this paragraph, when persons not covered by the Engineering Agreement operate technical equipment in areas where employees covered by the Agreement are regularly assigned to operate the same equipment, those persons not covered by the Agreement shall follow appropriate procedures to determine the availability of such equipment for their use (e.g., notifying the supervisor or member of management on duty, if any).

## Section A2.8

The operation, installation and maintenance of audio-visual loggers (time-lapse reference machines) will be on the following basis:

1. The machines will not produce audio or video of acceptable quality for broadcast purposes. The Local Union will be given a list showing each such machine and its location, and the Company will update the list to reflect any changes.
2. Audio-visual loggers (whether having the capacity for recording, playback or both) will be installed and maintained by NABET-CWA-represented Engineering personnel, subject to the manufacturer's warranty as set forth in Section A2.6.
3. Any such machines which have usable recording capabilities will be located in areas in which NABET-CWA-represented Engineering personnel are normally assigned. It will be the responsibility of NABET-CWA-represented Engineering

personnel to affix and initial labels as required, and to make available tapes recorded on such machines for the purposes hereinafter described.\*

4. Such tapes may be played back by Company personnel other than NABET-CWA-represented Engineering personnel in those departments of the Company responsible for quality control, broadcast standards and practices, sales service, accounting, legal affairs and logging. (See A2.8(3.) footnote ).

5. Neither such machines nor such tapes will be used for production viewings and screenings or for program production or broadcast purposes. Nor shall such machines be used for distributing feeds.

#### Section A2.9

In the event that the manufacturer of technical equipment requires, as a condition of sale or lease, that the Company refrain from attempting to repair and/or maintain such equipment, then the manufacturer or the manufacturer's representative may perform such maintenance and/or repair, either on or off the Company premises, to the extent that the Company is not permitted to do so. Upon the Union's request, the Company will supply to the Union the relevant documentary evidence establishing the manufacturer's requirement that the Company not perform the work involved.

In addition, the Company may have complex and sophisticated maintenance and/or repair work on technical equipment performed by the manufacturer of the equipment or the manufacturer's representative, either on or off the Company premises, where (1) the work to be done is not within the current capabilities or qualifications of Unit personnel; or (2) the Company is unable to reasonably obtain the tools, equipment, techniques, technical layout or other similar technical resources to do the work itself.

The Company will assign at least one (1) maintenance engineer to assist employees of the manufacturer or the manufacturer's representative on work performed on the Company's premises, provided that such work is performed on equipment of which the Company has at least three (3) in service at the location, at the time that the work is done.

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**\* The Company recognizes the need to allocate its operational facilities so as not to jeopardize production for broadcast; therefore, pursuant to this paragraph, when persons not covered by the Engineering Agreement operate technical equipment in areas where employees covered by the Agreement are regularly assigned to operate the same equipment, those persons not covered by the Agreement shall follow appropriate procedures to determine the availability of such equipment for their use (e.g., notifying the supervisor or member of management on duty, if any).**

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, the Company may have any work in connection with the repair and/or replacement of boards and/or the repair of modules (i.e., self-contained subassemblies within technical equipment, which technical equipment is designed to be repaired by the removal and replacement of such subassemblies as units, e.g., power supplies, memory arrays, fader assemblies, disc drives, etc.) performed by non- NBCUniversal personnel.

The foregoing provisions of Section A2.9 shall not affect the Company's right to have work performed by persons outside the bargaining unit whether or not the technical equipment is under warranty, in accordance with Section 6.1.

#### Section A2.10

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, an announcer may operate technical equipment for audio recording his or her own voice and playback of program material and/or non-program material (e.g., commercials, promotional announcements, public service announcements, tags and IDs), provided the length of each such final recording is two (2) minutes or less.

It is expressly understood that any such playback shall not be to air or into a videotape program. Nor may the announcer perform any physical editing.



## A-III CLASSIFICATIONS AND WAGE SCALES

### Section A3.1

- (a) Groups for the purpose of classification and minimum wage scales for Staff Employees hired prior to February 10, 2012, and Daily Hire Employees who have worked under Sideletter 32 within the year prior to February 10, 2012, shall be as follows:

#### **Group 1A - Radio and Television**

Television Assistants (who may perform one or more of the following duties):

Field Setup Person's duties  
Assist in lighting operation in the field  
Assist in video effects operation  
Assist in Laboratory  
Assist Radio and Television Receiving Set Persons  
Technical Clerk  
Sound Effects Setup Persons  
Assist in Maintenance  
Technical Porters - Chicago  
Technical Stock Clerks

Minimum Wage Scale:

	4/01/19– 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 772.00	\$ 791.50	\$ 811.50
1-2 years	1,170.50	1,200.00	1,230.00
2-3 years	1,314.00	1,347.00	1,380.50
3 years and over	1,395.00	1,430.00	1,466.00

The operational scales include an anticipated complete interchangeability between Group 1A and Group 2 functions for the first two (2) years as a Group 1A, and Article XII shall not be applicable. After two (2) years as a Group 1A, complete interchangeability shall no longer take place and Article XII shall be completely applicable when Group 2 functions are performed. Temporary upgrades to Group 2 during the employee's fourth year as a Group 1A shall be at the Group 2, 3-4 year escalator step, and temporary upgrades after the employee's fourth year as a Group 1A shall be at the fourth year and over Group 2 escalator step.

Group 1A employees who have completed two (2) years on the escalator as a Group 1A shall, when Group 2 vacancies occur, be given preferential consideration to fill such vacancies, provided that there are no laid-off employees in the vacant classification who are eligible for mandatory recall.

Group 1A employees who have, or who in the future obtain, a first-class radio-telephone operator's license, shall, when vacancies occur, be upgraded to Group 2, provided that there are no laid-off employees in the vacant classification who are eligible for mandatory recall.

A Group 2 employee who was laid off by the Company will not be rehired by the Company as a Group 1A.

**Group 1G - Television in New York City**

Minimum Wage Scale:

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
Graphic Assistant	\$ 855.00	\$ 876.50	\$ 898.50
Graphic Designer			
0-6 months	\$ 993.50	\$ 1,018.50	\$ 1,044.00
6-18 months	1,056.50	1,083.50	1,100.00
18-30 months	1,155.50	1,184.50	1,214.00
30 months & over	1,359.50	1,393.50	1,428.50

**Group 1W - Television in Washington, D.C.**

Minimum Wage Scale:

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
Staff Artist 0-6 months	\$ 918.50	\$ 941.50	\$ 965.00
6-18 months	1,080.00	1,107.00	1,134.50
18-30 months	1,191.00	1,221.00	1,251.50
30 months & over	1,425.50	1,461.00	1,497.50
Senior Staff Artist	1,972.50	2,022.00	2,072.50

## **Group 2 - Television**

Studio Engineers  
Field Engineers  
Video Camera Engineers  
Projection Engineers  
Recording Engineers  
Transmitter Engineers  
Light Direction Engineers  
Receiver Maintenance Engineers  
Construction Engineers  
Laboratory Technicians  
Microphone Boom Operators  
Chief Riggers  
Video Control Engineers  
Mechanical Design Technicians  
Video Recording Device Engineers  
Video Recording Device Technical Editing Engineers  
Sound Effects Technicians  
Cueing Device Engineers (when device is mounted on technical equipment)  
Video Tape Engineers  
Design Draftsperson  
Audio Control Engineer  
Chauffeur-Mechanic  
Camera Dolly Operator  
Boom Dolly Operator  
Machine Shop Mechanic, First Class  
Riggers  
Graphic Design Engineers (New York and Washington)  
Architectural Design Engineer  
Adjust microwave receiving and transmitting parabolas  
Operations Specialist

### Minimum Wage Scale:

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 772.00	\$ 791.50	\$ 811.50
1-2 years	1,170.50	1,200.00	1,230.00
2-3 years	1,314.00	1,347.00	1,380.50
3- 4 years	1,449.00	1,485.00	1,522.00
4 years and over	1,833.00	1,879.00	1,926.00

**Group 2A**

Video Tape Engineer

Minimum Wage Scale:

\$8.00 per week higher than Group 2 at each step.

**Group 3 - Radio and Television**

Architectural Design Engineer

Video Tape Engineers

Senior Video Control Engineers

Design Draftsperson

Radio Studio Engineers

Radio Field Engineers

Radio Recording Engineers

Graphic Design Engineers (New York and Washington)

Robotic Camera Operators

Operations Specialist

Minimum Wage Scale:

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 825.50	\$ 846.00	\$ 867.00
1-2 years	1,285.50	1,317.50	1,350.50
2-3 years	1,346.00	1,379.50	1,414.00
3- 4 years	1,506.00	1,543.50	1,582.00
4 years and over	1,928.50	1,976.50	2,026.00

On all live color network programs, studio or field, using two (2) or more cameras, there will be a Group 3 Senior Video Control Engineer, in order to coordinate the work of the other video engineers and maintain contact with master control.

**Group 5 - Radio and Television**

Master Control Room Engineer

Field Engineer

Maintenance Engineer

Transmission Engineer

Recording Engineer

Audio and Video Facilities Engineer

Construction Engineer

Design Draftsperson

Video Tape Engineer

Assistant Station Engineer

Light Direction Engineer

Audio Control Engineer  
 Radio Facilities Group Engineer  
 Development Group Engineer  
 Architectural Design Engineer  
 Engineering Technical Clerk  
 Special Services Engineer  
 Construction Supervisor  
 Machine Shop Supervisor  
 Engineering Development Group Engineer  
 Graphic Design Engineer (New York and Washington)  
 Network Distribution Coordinator  
 Robotic Camera Operator  
 Operations Specialist  
 Sports Camera Operator atop a temporary structure of at least 25 feet in height

Minimum Wage Scale:

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 852.50	\$ 874.00	\$ 896.00
1-2 years	1,314.00	1,347.00	1,380.50
2-3 years	1,374.50	1,409.00	1,444.00
3- 4 years	1,537.50	1,576.00	1,615.50
4 years and over	1,972.50	2,022.00	2,072.50

**Group 6 - Radio and Television**

Technical Director -- (Who is assigned to E.J. news pickups)  
 Radio Facilities Group Engineer  
 Development Group Engineer  
 Audio and Video Facilities Group Engineer  
 Transmission Engineer  
 Master Control Room Engineer  
 Field Engineer  
 Maintenance Engineer  
 Station Engineer  
 (at station with rated output of 5 kw or less)  
 Recording Engineer  
 Chief Light Direction Engineer  
 Video Tape Engineer  
 Senior Design Draftsperson  
 Architectural Design Engineer  
 Special Services Engineer  
 Construction Supervisor  
 Machine Shop Supervisor

Engineering Development Group Engineer  
Graphic Design Engineer (New York and Washington)  
Robotic Camera Operator  
Operations Specialist

Minimum Wage Scale:

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 962.50	\$ 986.50	\$ 1,011.00
1-2 years	1,356.50	1,390.50	1,425.50
2-3 years	1,419.00	1,454.50	1,491.00
3- 4 years	1,587.00	1,626.50	1,667.00
4 years and over	2,037.50	2,088.50	2,140.50

**Group 7 - Radio and Television**

Technical Director  
Radio Facilities Group Engineer  
Development Group Engineer  
Special Services Engineer  
Audio and Video Facilities Group Engineer  
Transmission Engineer  
Master Control Engineer  
Maintenance Engineer  
Video Tape Engineer  
Station Engineer -- (at a station rated  
5 kw or less)  
Senior Design Draftsperson  
Construction Supervisor  
Engineering Development Group Engineer  
Graphic Design Engineer (New York and Washington)  
Skypath Control Engineer  
Los Angeles Sound Effects Supervisor  
Chief Light Direction Engineer  
Robotic Camera Operator  
Operations Specialist

Minimum Wage Scale:

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 977.00	\$ 1,001.50	\$ 1,026.50
1-2 years	1,378.50	1,413.00	1,448.50
2-3 years	1,441.50	1,477.50	1,514.50

3- 4 years	1,612.50	1,653.00	1,694.50
4 years and over	2,070.00	2,122.00	2,175.00

[No regular staff employees on the payroll as of March 31, 1994 shall have their regular base pay reduced solely as a result of the institution of escalator scales for Group 6 and Group 7 during the negotiations for the 1994-99 Agreement. In addition, regular and temporary employees (including daily-hires) who have been paid at the Group 6 or higher wage scale(s) for at least twenty (20) calendar days during the one (1) year period prior to ratification of such Agreement shall, if hired as a Group 6 or Group 7, be paid at the top of the Group 6 or Group 7 wage scale.]

### **Group 8 - Television**

Show Technical Directors  
Video Tape Engineers  
Video Journalists

Minimum Wage Scale:

4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
\$ 2,236.00	\$ 2,292.00	\$ 2,349.50

To receive a Group 8 hereunder, a Show Technical Director must be responsible for the production of a program of at least one-half (1/2) hour in length as broadcast, which requires at least two (2) live cameras and the performance of switching and audio Engineering duties. (Any International or Local agreements and grievance settlements that provide compensation above Group 7 to employees who will be upgraded to Group 8 are cancelled.)

### **Group 9 – Television**

Show Technical Director  
Senior Audio Control Engineer

Minimum Wage Scale:

4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
\$ 2,571.50	\$ 2,636.00	\$ 2,702.00

To receive a Group 9 hereunder, a Show Technical Director must be responsible for the production of a single program of at least ninety (90) minutes in length as broadcast, which requires simultaneous switching among at least ten (10) live manned cameras and the performance of audio engineering duties. For purposes of this

provision, multiple live robotic cameras controlled by a robotic camera operator shall be deemed one (1) live manned camera.

To receive a Group 9 hereunder, a Senior Audio Control Engineer must be responsible for the audio portion of a single program of at least ninety (90) minutes in length as broadcast, which requires the supervision of at least two (2) other engineers responsible for audio mixing and the control of at least twenty (20) audio sources; provided that such Senior Audio Control Engineer shall not receive a Group 9 where the Show Technical Director on the same program is not also a Group 9; and provided further that such Senior Audio Control Engineer meeting the requirements hereunder shall not receive a lower Group than the Show Technical Director.

(b) Groups for the purpose of classification and minimum wage scales for Staff and Daily Hire employees who have not worked under Sideletter 32 within the year prior to February 10, 2012, or who are hired on or after February 10, 2012, shall be as follows:

**Group 1A - Radio and Television**

Television Assistants (who may perform one or more of the following duties):

Field Setup Person's duties

Assist in lighting operation in the field

Assist in video effects operation

Assist in Laboratory

Assist Radio and Television Receiving Set Persons

Technical Clerk

Sound Effects Setup Persons

Assist in Maintenance

Technical Porters - Chicago

Technical Stock Clerks

Minimum Wage Scale:

	Per Week		
	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 749.50	\$ 768.00	\$ 787.00
1-2 years	861.50	883.00	905.00
2-3 years	990.50	1,015.50	1,041.00
3-4 years	1,089.50	1,116.50	1,144.50
4 years and over	1,395.00	1,430.00	1,466.00



## **Group 2 - Television**

Studio Engineers  
Field Engineers  
Video Camera Engineers  
Projection Engineers  
Recording Engineers  
Transmitter Engineers  
Light Direction Engineers  
Receiver Maintenance Engineers  
Construction Engineers  
Laboratory Technicians  
Microphone Boom Operators  
Chief Riggers  
Video Control Engineers  
Mechanical Design Technicians  
Video Recording Device Engineers  
Video Recording Device Technical Editing Engineers  
Sound Effects Technicians  
Cueing Device Engineers (when device is mounted on technical equipment)  
Video Tape Engineers  
Design Draftsperson  
Audio Control Engineer  
Chauffeur-Mechanic  
Camera Dolly Operator  
Boom Dolly Operator  
Machine Shop Mechanic, First Class  
Riggers  
Graphic Design Engineers (New York and Washington)  
Architectural Design Engineer  
Adjust microwave receiving and transmitting parabolas  
Operations Specialist

Minimum Wage Scale:

	Per Week		
	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 749.50	\$ 768.00	\$ 787.00
1-2 years	861.50	883.00	905.00
2-3 years	990.50	1,015.00	1,041.00
3-4 years	1,089.50	1,116.50	1,144.50
4-5 years	1,177.50	1,207.00	1,237.00
5-6 years	1,271.00	1,303.00	1,335.50
6-7 years	1,372.50	1,407.00	1,442.00
7-8 years	1,482.50	1,519.50	1,557.50

8-9 years	1,586.50	1,626.00	1,666.50
9-10 years	1,694.00	1,736.50	1,780.00
10 years and over	1,833.00	1,879.00	1,926.00

**Group 3 - Radio and Television**

Architectural Design Engineer  
Video Tape Engineers  
Senior Video Control Engineers  
Design Draftsperson  
Radio Studio Engineers  
Radio Field Engineers  
Radio Recording Engineers  
Graphic Design Engineers (New York and Washington)  
Robotic Camera Operators  
Operations Specialist

Minimum Wage Scale:

Per Week

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 839.50	\$ 860.50	\$ 882.00
1-2 years	1,007.50	1,032.50	1,058.50
2-3 years	1,209.00	1,239.00	1,270.00
3-4 years	1,329.50	1,362.50	1,396.50
4-5 years	1,436.50	1,472.50	1,509.50
5-6 years	1,550.50	1,589.50	1,629.00
6-7 years	1,660.00	1,701.50	1,744.00
7-8 years	1,782.00	1,826.50	1,872.00
8 years and over	1,928.50	1,976.50	2,026.00

**Group 5 - Radio and Television**

Master Control Room Engineer  
Field Engineer  
Maintenance Engineer  
Transmission Engineer  
Recording Engineer  
Audio and Video Facilities Engineer  
Construction Engineer  
Design Draftsperson

Video Tape Engineer  
 Assistant Station Engineer  
 Light Direction Engineer  
 Audio Control Engineer  
 Radio Facilities Group Engineer  
 Development Group Engineer  
 Architectural Design Engineer  
 Engineering Technical Clerk  
 Special Services Engineer  
 Construction Supervisor  
 Machine Shop Supervisor  
 Engineering Development Group Engineer  
 Graphic Design Engineer (New York and Washington)  
 Network Distribution Coordinator  
 Robotic Camera Operator  
 Operations Specialist

Sports Camera Operator atop a temporary structure of at least 25 feet in height

Minimum Wage Scale:

	Per Week		
	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 866.50	\$ 888.50	\$ 910.50
1-2 years	1,040.00	1,066.00	1,092.50
2-3 years	1,248.00	1,279.00	1,311.00
3-4 years	1,372.50	1,407.00	1,442.00
4-5 years	1,482.00	1,519.00	1,557.00
5-6 years	1,601.00	1,641.00	1,682.00
6-7 years	1,713.00	1,756.00	1,800.00
7-8 years	1,823.00	1,868.50	1,915.00
8 years and over	1,972.50	2,022.00	2,072.50

#### **Group 6 - Radio and Television**

Technical Director -- (Who is assigned to E.J. news pickups)  
 Radio Facilities Group Engineer  
 Development Group Engineer  
 Audio and Video Facilities Group Engineer  
 Transmission Engineer  
 Master Control Room Engineer  
 Field Engineer

Maintenance Engineer  
 Station Engineer  
 (at station with rated output of 5 kw or less)  
 Recording Engineer  
 Chief Light Direction Engineer  
 Video Tape Engineer  
 Senior Design Draftsperson  
 Architectural Design Engineer  
 Special Services Engineer  
 Construction Supervisor  
 Machine Shop Supervisor  
 Engineering Development Group Engineer  
 Graphic Design Engineer (New York and Washington)  
 Robotic Camera Operator  
 Operations Specialist

Minimum Wage Scale:

Per Week

	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 978.00	\$ 1,022.50	\$ 1,027.50
1-2 years	1,173.50	1,203.00	1,233.00
2-3 years	1,291.50	1,324.00	1,357.00
3-4 years	1,408.00	1,443.00	1,479.00
4-5 years	1,520.50	1,558.50	1,597.50
5-6 years	1,642.00	1,683.00	1,725.00
6-7 years	1,757.00	1,801.00	1,846.00
7-8 years	1,883.00	1,930.00	1,978.50
8 years and over	2,037.50	2,088.50	2,140.50

**Group 7 - Radio and Television**

Technical Director  
 Radio Facilities Group Engineer  
 Development Group Engineer  
 Special Services Engineer  
 Audio and Video Facilities Group Engineer  
 Transmission Engineer  
 Master Control Engineer  
 Maintenance Engineer  
 Video Tape Engineer  
 Station Engineer -- (at a station rated  
 5 kw or less)

Senior Design Draftsperson  
 Construction Supervisor  
 Engineering Development Group Engineer  
 Graphic Design Engineer (New York and Washington)  
 Skypath Control Engineer  
 Los Angeles Sound Effects Supervisor  
 Chief Light Direction Engineer  
 Robotic Camera Operator  
 Operations Specialist

**Minimum Wage Scale:**

Per Week	4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
0-1 years	\$ 993.50	\$ 1,018.50	\$ 1,044.00
1-2 years	1,191.50	1,221.50	1,252.00
2-3 years	1,430.00	1,466.00	1,502.50
3-4 years	1,645.00	1,686.00	1,728.00
4-5 years	1,809.00	1,854.00	1,900.50
5-6 years	1,912.50	1,960.50	2,009.50
6 years and over	2,070.00	2,122.00	2,175.00

**Group 8 - Television**

Show Technical Directors  
 Video Tape Engineers  
 Video Journalists

**Minimum Wage Scale:**

4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
\$2,236.00	\$ 2,292.00	\$ 2,349.50

**Group 9 – Television**

Show Technical Director  
 Senior Audio Control Engineer

**Minimum Wage Scale:**

4/01/19 – 3/31/20	4/01/20 – 3/31/21	4/01/21 – 3/30/22
\$ 2,571.50	\$ 2,636.00	\$ 2,702.00

### Section A3.2

The classification of employees in this Article is solely for the purpose of establishing minimum wage scales. Except as set forth in Article A-VII, and except for the Radio Facilities Group Engineer (7), the Development Group Engineer (7), the Audio and Video Group Engineer (7), and the Transmission Engineers (7), the Company shall not be required to employ or assign one (1) or more employees to each of the classifications or groups set forth above in this Article.

### Section A3.3

Downgrades, if any, to Group 1A shall be from Group 2 only, and shall be on the basis of inverse order of Unit Seniority, excluding service while permanently classified in Group 1 or 1A.

## **A-IV TECHNICAL DIRECTOR AND TECHNICAL LIGHTING AND AUDIO**

### **Section A4.1**

Except as provided in the following sentence, the Technical Director is responsible for the production of a technically acceptable television production as assigned and is in technical charge of the studio during production and, unless a Group 6 or higher is present, during Engineering knockdown or unless another Group 7 (who shall be referred to as a Facilities Technical Director) is present, during Engineering set-up and any changes thereto. Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, on remotes, the parking of mobile units, the powering up of said units and/or other facilities and equipment, and Engineering set-up or knockdown may be done under the supervision of the Technical Manager, the Production Manager or his or her designee. In furtherance of the above, the Technical Director may change the designated job assignment of members of his or her crew, if, in his or her judgment, such changes are in the interest of achieving the best technical result on the show. This shall not include any upgrading or changing of schedules without the prior approval of Engineering management.

(See, also, Paragraph 7 of the Stipulation, Working Rules - Technical Directors. Also Sideletter 21.)

### **Section A4.2**

The Technical Director shall switch, supervise and be responsible for the technical performance of the entire assigned group of technicians engaged in lighting, video control, audio, camera, and all other functions of a technical nature necessary to the production. The Technical Director or his or her designee only shall issue instructions to crew members on all dress rehearsals and all broadcasts of rehearsed programs, provided that during all other rehearsals and during broadcasts of unrehearsed programs this rule shall not apply, it being understood that the Program Director or, in the Program Director's absence, his or her designee shall have the widest possible latitude in creating the program. In further clarification, the Technical Director may perform the duties of any other Engineering classification in addition to those set forth in Article A-IV, subject to the provisions of Section 8.9(c) of this Agreement.

### **Section A4.3**

In order to maintain good technical standards in Engineering practices, the Technical Director shall, subject to his or her supervisor and existing jurisdictional arrangements, determine the acceptability for use of electronic or mechanical technical equipment for visual or aural special effects in order to carry out, in accordance with Engineering standards, the artistic effects desired by the Program

Director. The Technical Director shall serve as liaison between the Director, Producer, and technical personnel assigned to him or her during the period following dry rehearsal on any program to which the Technical Director is assigned. No member of the crew will be removed unless the Technical Director is advised of the reason therefore, which advice shall be in advance whenever reasonably practicable.

#### Section A4.4

The Light Direction Engineer or other employee designated by the Technical Director shall be the only person who may direct personnel in connection with the handling and placement of lighting equipment on any production. Nothing in this Article A-IV or Stipulation 7 or any arbitration award shall require the Technical Director to be present when any of the above work is performed, provided the Light Direction Engineer is a Group 5 or higher.

#### Section A4.5

It shall be the responsibility of the Technical Director to assure that requests on lighting are complied with, consistent with good Engineering practices and technically acceptable pictures, and consequently, all requests for lighting changes as to mood, special effects, etc., shall be handled through the Technical Director. In the event of a disagreement between the Program Director and the Technical Director in connection with lighting, the Program Director's decision shall be followed, provided, however, the full responsibility for the technical quality due to the lighting shall be assumed by the Program Director.

#### Section A4.6

If two (2) or more Light Direction Engineers are assigned to a production in the same location, one (1) of them will be a Group 7 or higher. If three (3) or more Audio Control Engineers are assigned to a production in the same location, one (1) of them will be a Group 7 or higher. On television programs of one-half (1/2) hour or longer, at least one (1) Audio Control Engineer assigned to a studio or mobile unit utilizing two (2) or more cameras will be a Group 3 or higher.

### **A-V ISSUANCE OF WORK ASSIGNMENTS**

#### Section A5.1

When a Group 5, Group 6, Group 7 or Group 8 employee is on duty, the issuance of work assignments by the Company may, at the discretion of the Company, be made through such Group 5, Group 6, Group 7 or Group 8 employee.



## **A-VI SOUND EFFECTS**

### **Section A6.1**

Only Engineering employees shall install, connect and operate the sound effects equipment of the Engineering Department of the Company and shall, to the extent that such work was previously performed by employees in jobs now under this Agreement, design, develop, construct, maintain, improve, repair, catalog, inventory and demonstrate sound effects equipment. Sound effects may be executed and put into the electronic system in any way.

An Engineering employee may perform other functions, in addition to sound effects functions, at any time. The excessive workload provisions of Section 8.9(c) shall be applicable to such assignment. The Company and the Union will expeditiously arbitrate any dispute involving a potentially excessive assignment.

### **Section A6.2 - Definition of Sound Effects**

Sound effects are all those sounds (exclusive of live voice, live music, non-electronic sounds or non-mechanical sounds) used to create the illusions necessary in radio broadcasting and in television.

### **Section A6.3 - Television**

In television broadcasting, sound effects may be either on or off the set. Sound effects on the set are effects in which the sound emanates from a set where the action on-camera is taking place. Sound effects off the set are effects where the sound emanates from a point other than a set where the action on-camera is taking place.

(a) Sound effects off the set, which are executed off the set, shall be effected by an employee covered by this Agreement. The fact that the production of such sound effects must coincide with a visual effect which is produced by someone other than a covered employee shall not deprive such covered employee of his or her responsibility for installing, connecting and attending the sound effects equipment.

(b) Sound effects off the set, which are mechanically or electrically executed from on the set, may be executed by a performer, if the operation is necessary to the action, timing, or portrayal of the performer's role, provided, however, that such effect may be executed only by the performer, while performing his or her role on the set. A covered employee shall, in this case, install, connect and attend the sound effects equipment.

(c) Sound effects on the set, which are executed from off the set, shall be executed by an employee covered by this Agreement.

(d) Sound effects on the set may be executed on the set by a performer, if the execution of this effect requires no props or only props on the set and is necessary to the action, timing or portrayal of the performer's role, provided, however, that such effect may be executed only by the performer, while performing his or her role on the set. An employee covered by this Agreement may, however, be called upon to produce such an effect. In the event that a performer operates sound effects equipment on the set, which is not physically contained by a stage property and which is not intended to be seen at any time in the broadcast picture, an employee covered by this Agreement shall install, connect and/or attend the equipment.

#### Section A6.4

In the event that Technical Employees are engaged by the Company within the area covered by this Agreement in the operation of new devices, any sound effects equipment used for that purpose shall be operated by employees covered by this Agreement.

#### Section A6.5

An employee covered by this Agreement need not be assigned to handle sound effects equipment and/or produce sound effects in connection with:

(a) The broadcast of a production, or portion thereof, from a theatre, auditorium, or other similar place not owned or operated by the Company if there is in effect as to such place a contract requiring the use of other than employees of the Company for the production of sound effects.

(b) The production of certain sound effects which have traditionally been made in the theatre, vaudeville, or radio by musicians, actors or singers.

(c) The demonstration of sound effects to tourists in any office of the Company.

#### Section A6.6

The Company may deduct from the salary of an employee an amount equal to (i) the number of hours, if any, computed to the nearest quarter (1/4) hour, during which the employee performed work for the production of electrical transcriptions, recordings and other means for mechanical reproduction, now or hereafter devised or perfected, which are covered by the AFTRA National Code of Fair Practice for Transcriptions and Recording for Radio Broadcasting Purposes and for which the employee receives fees thereunder, (ii) times the salary of the employee computed on an hourly basis.

#### Section A6.7 - Musical Recordings - Sound Effects

In Chicago, musical recordings, especially those used as musical signatures, bridges, background where no illusion of musicians playing is intended, and musical numbers in whole or in part where the emphasis is on the music rather than on any dramatic connotation, will be handled the same as heretofore.

(See Sideletter 33)

## **A-VII MANNING OF TRANSMITTERS**

### **Section A7.1**

When NABET-CWA-represented Engineering employees are assigned at a transmitter(s), staffing as to the number of employees will be as required.

### **Section A7.2**

The term "Television Transmitter" where used in this Contract shall be understood to include both audio and video as a unit.

### **Section A7.3**

Employees assigned to a transmitter may be assigned to perform any installation and maintenance work connected with the technical plant in which the transmitter is located. An employee may not be assigned to work beyond the interlock of the protective relay system, if such work requires the employee to bypass the normal interlock functions, unless another employee or a non-union station engineer is present.

### **Section A7.4**

A non-union station engineer may design, construct and install equipment of a prototype or experimental nature, make measurements and adjustments and test technical equipment.

### **Section A7.5**

Any transmitter employee who is reassigned to other operations will be given an adequate opportunity to adjust to his or her new duties and will receive individual training if necessary.

Consideration on an individual basis will be given to any increased travel expense necessitated by the reassignment of a transmitter employee to another operation as a result of changes in transmitter staffing.

In the event a Group 5 or a Group 6 or a Group 7 transmitter engineer is reassigned to other operations as a result of changes in transmitter staffing, and in the event such Group 5, Group 6 or Group 7 employee is downgraded, such employee shall nevertheless maintain the Group 5, Group 6 or Group 7 rate for a period of one (1) year after he or she is so downgraded.

## Section A7.6

(a) In the event that Company transportation is not available to employees assigned to Mt. Wilson, the Company shall pay to each employee who drives his or her own car to and from work an amount of Thirteen Dollars (\$13.00) per day.

(b) Traveling time credit for employees assigned to Mt. Wilson shall be one and one-half (1-1/2) hours, and such traveling time credit shall be considered as working time.

## **A-VIII MEAL PERIODS**

### Section A8.1

(a) The length of the employee's first (1st) meal period shall be one (1) hour, except that the Company may assign a one-half (1/2) hour meal period to individual employees or groups of employees with their consent, or, without their consent, to those individual employees or groups of employees who are involved in (i) studio production (including those employees assigned to such a production who perform support functions, such as video tape, maintenance and graphics, for such production) on a day of rehearsal, air or taping, (ii) remotes or (iii) maintenance in connection with EJ editing, provided that in all such cases (except those covered by Section 16.4(a)), it pays such employees Thirty-Five Dollars (\$35.00) for each day they are so assigned. Notwithstanding the provisions of Section A8.2, an employee who is assigned in accordance with (i), (ii) or (iii) above (except Operations Specialists assigned to a fortnight schedule and employees assigned to sports remotes) may not receive a scheduled meal period, but shall be given an opportunity to eat during the workday. Such an employee shall receive a flat payment, in addition to his or her regular compensation, of Forty Two Dollars (\$42.00) per day for each such day except that such payment shall not be required where the employee is given a one (1) hour meal period within the employee's first eight (8) hours of work. 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. In the absence of unexpected or unforeseen technical or production requirements or other circumstances beyond management's control, such one-half (1/2) hour meal periods and opportunities to eat each cannot be assigned in accordance with (i), (ii) or (iii) above more than three (3) times in a work week without employee consent. Situations in which a half-hour meal period and opportunity to eat is assigned in accordance with (i), (ii) or (iii) above, where unexpected or unforeseen technical or production requirements or other circumstances beyond management's control exist, or where the employee is given a one (1) hour meal period within the employee's first eight (8) hours of work in addition to an opportunity to eat during the tour, will not be counted for purposes of the limit of three (3) each set forth in the previous sentence.

(b) An employee who elects to eat meals at a place not designated by the Company shall nevertheless remain obligated to report back to work at the time

indicated by the Company (which may or may not include travel time) prior to the commencement of the meal period.

## Section A8.2

The first (1st) meal period may not be scheduled earlier than the start of the employees' third (3rd) hour of work, and must be completed by the end of the sixth (6th) hour, unless the employees affected agree to remain at work, in which event they shall receive a premium, in addition to their compensation, equal to half (1/2) their regular rate for each hour or fraction thereof after the sixth (6th) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours. Any meal period assigned at the end of the tour shall be paid at straight time.

For employees assigned to perform all job functions associated with production and post-production activities and EJ editing, the first (1st) meal period may not be scheduled earlier than the start of the employee's third (3rd) hour of work, and must be completed by the end of the seventh (7th) hour, unless the employees affected agree to remain at work. In the event that the meal period is not completed by the end of the sixth (6th) hour, such employees shall receive a premium, in addition to their compensation, equal to Twenty Dollars (\$20.00) for any encroachment upon the seventh (7th) hour, and half (1/2) their regular rate for each hour or fraction thereof after the end of the seventh (7th) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours. Under no circumstances shall this seventh (7th) hour meal period be pre-scheduled. Any meal period assigned at the end of the tour shall be paid at straight time.

Notwithstanding the foregoing, any employees who are assigned for the majority of their tour to perform any job functions associated with editing may not receive a scheduled meal period, but shall be given an opportunity to eat during the workday. Such employees shall receive a flat payment, in addition to their regular compensation, of Forty Two Dollars (\$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.

An employee who is assigned for his or her entire tour to news pickup(s) in the field using electronic cameras capable of being hand-held, and associated equipment, may be required to delay his or her first (1st) meal period. It is understood that, in situations in which this Section is applicable, an employee's meal period will be delayed only where required by the exigencies of the assignment, and the Company will make every reasonable effort to reduce the situations in which such meal periods

are delayed. The penalties in the first paragraph of A8.2 shall be applicable to this paragraph.

### Section A8.3

In the event an employee remains on duty for a period longer than ten (10) hours, a second (2nd) meal period of thirty (30) minutes shall be scheduled not earlier than four (4) elapsed hours after the end of the first (1st) meal period, and not later than the employee's twelfth (12th) hour of tour, and the Company shall pay to such employee his or her rate of pay at time and one-half (1-1/2) for such time taken off for the second (2nd) meal period.

However, in the event an employee's first (1st) meal period begins during the third (3rd) hour of the employee's tour and the employee remains on duty for a period longer than six (6) hours after the end of such meal period, a second (2nd) meal period of thirty (30) minutes shall be scheduled not earlier than four (4) elapsed hours after the end of the first (1st) meal period, and not later than the employee's eleventh (11th) hour of tour.

An additional period of thirty (30) minutes shall be scheduled after each four (4) hours of work beyond the second (2nd) meal period and shall be paid at the rate of time and one-half (1-1/2).

### Section A8.4

If the Company requires an employee to work during the meal period or periods provided for in Section A8.3, the employee shall receive, in addition to the time and one-half (1-1/2) pay required by Section A8.3, a penalty payment for each such meal period during which the employee works as follows:

First (1st) such meal period not received on a tour	-	\$7.00
Second (2nd) such meal period not received on a tour	-	\$8.00
Third (3rd) such meal period not received on a tour	-	\$9.00

The penalty payment shall be increased by one (1) additional dollar for each additional meal period not received on a tour.

### Section A8.5

In the event a transmitter watch consists of one (1) employee, on a permanent or temporary basis in accordance with the provisions of this Agreement, the first (1st) meal period provisions of this Article shall not apply to the employee assigned to such transmitter watch. However, an employee who is not scheduled for a first (1st) meal period, pursuant to the preceding sentence, will be paid a per diem food allowance of

Five Dollars and Fifty Cents (\$5.50) for each day on which such meal period is not scheduled.

#### Section A8.6

The following provisions shall be applicable to employees assigned to the gathering of news in the field using electronic cameras capable of being hand-held and associated equipment, and the technical editing of such news in the field (hereinafter referred to in this Section A8.6 as "EJ"). These provisions of Section A8.6 and practices which may develop thereunder shall have no precedential or prejudicial effect on situations not involving the utilization of this equipment for EJ, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

(a) Notwithstanding the provisions of Section A8.2, an employee who is assigned for the majority of his or her entire tour to an EJ pickup(s) in the field may not receive a scheduled meal period, but shall be given an opportunity to eat during the workday. Such an employee shall receive a flat payment, in addition to his or her regular compensation, of Forty Two Dollars (\$42.00) per day for each such day except that such payment shall not be required where the employee is given a one (1) hour meal period within the employee's first eight (8) hours of work. 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.

(b) An employee assigned for the majority of his or her entire tour to an EJ assignment(s) that requires travel and/or work away from the home office overnight shall receive a flat payment of Forty Two Dollars (\$42.00), which 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 Sections A8.2, A8.4 and A8.6(a). This amount shall be paid on every tour to which this Section A8.6(b) is applicable, whether or not any meal periods are delayed or missed on that tour, provided, however, that this Section A8.6(b) shall not be applicable if a Technical Operations management supervisor is present in the field with the crew or the video tape editor.

It is understood that in situations in which this Section A8.6(b) is applicable, an employee's meal period will be delayed or missed only where required by the exigencies of the assignment, and the Company will make every reasonable effort to reduce the situations in which such meal periods are delayed or missed.



## **A-IX REST PERIODS**

### **Section A9.1**

It is the intention of the Company to continue the practice of granting reasonable rest periods during television program rehearsals, or a reasonable relief period for each job function during an extended television broadcast such as sporting events, news field assignments or studio productions, whenever possible to do so.

The Company will grant a rest period of fifteen (15) minutes between the conclusion of a television remote origination of a program of more than two (2) hours as broadcast and the final technical breakdown, if any, thereof. Such rest period may be granted at an employee's work location. This paragraph shall not apply to employees assigned to EJ pickups.

## **A-X EQUIPMENT EXCESSIVE IN WEIGHT**

### **Section A10.1**

The Company recognizes that employees must not be required to handle equipment which is cumbersome or whose weight is excessive. The question as to whether a particular piece of equipment is cumbersome or excessive in weight under all circumstances may be submitted as an immediate grievance.

## **A-XI AIR CREDITS**

### **Section A11.1**

The Company shall give air credits to the Technical Director on all programs of fifteen (15) minutes duration or longer at least once each week, except where bona-fide time shortages prevent such credits from being given, and except on those programs where no air credits are given.

### **Section A11.2**

Technical Director air credits will be granted on shows which involve program integration, in accordance with the above paragraph, except that TD credits are not required on full film shows unless other NBCUniversal TV production personnel receive credit; nor are TD credits required on shows involving only commercial film inserts.

It is agreed that the Company is not required to give air credit to a Technical Director on a full film documentary program, or a Technical Director or other employees working in Switching Central.

## **A-XII RECEIVING AND TRANSMITTING PARABOLAS**

### **Section A12.1**

Group 2 employees may make adjustments to the equipment associated with microwave receiving and transmitting parabolas located on towers.

## **A-XIII (RESERVED)**

## **A-XIV UPGRADING**

### **Section A14.1**

The upgrading required by Section 12.3 of the Agreement shall have the following effect:

#### **IN TELEVISION**

<b>OPERATING GROUP</b>	<b>VACATION</b>	<b>DAYS OFF</b>
<b>STUDIO</b>	TD's replaced as required, with replacement temporarily upgraded in all cases.	Same as vacation
<b>FILM</b>	Ditto	Ditto
<b>FIELD</b>	Ditto	Ditto
<b>MASTER CONTROL</b>		
New York	Replacement for 7's upgraded. Additions to group paid as 5's, as presently operated.	Ditto
Chicago	Ditto	Ditto
Los Angeles	Ditto	Ditto
<b>MAINTENANCE</b>		
All Offices	Replacement for 7's, if any, upgraded. Replacement for 6's, if any, upgraded.	Replacement not required

## TRANSMITTERS

All Offices	Replacement for 6's and 7's upgraded.	Same as vacation
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## IN RADIO

## STUDIO-FIELD

New York, Chicago and Los Angeles	Replacement for 6's upgraded.	Replacement not required
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OPERATING GROUP	VACATION	DAYS OFF
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## MASTER CONTROL ROOM

	Replacement for 7's upgraded. Additions to group paid as 5's	Same as vacation
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## TRANSMISSION ENGINEER

New York Chicago as case may be.	Replacement upgraded to 5 or 6,	Replacement not required
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## MAINTENANCE

New York, Chicago and Los Angeles	Replacement for 7's, if any, upgraded. Replacement for 6's, if any, upgraded.	Replacement not required
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## RECORDING

New York Chicago	Replacement for 6's, if any, upgraded.	Replacement not required for 6's
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Los Angeles if any, upgraded.	Replacement for 5's, 5's, if any, upgraded	Replacement for
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## TRANSMITTERS

Except Washington	Replacement for 5's upgraded.	Same as vacation
	Replacement for 6's and 7's not required.	Ditto

## Section A14.2

In case of illness extending beyond one (1) week, the vacation replacement requirements shall apply.

## Section A14.3

The parties agree that the upgrading provisions of this Article have not been brought up to date for many years. The changes made in the upgrading table as a result of the negotiations for the 1983-1987 Master Agreement are designed to conform to changes in Group classification agreed upon in said negotiation and are in no way to be considered as having brought the upgrading provisions of this Article up to date.

The upgrading provisions will be supplemented from time to time in conformity with the interpretations of the various sections of the NABET-CWA/NBCUniversal Master Agreement, either after discussion and mutual agreement, or as a result of a processed grievance, or as a result of an arbitrator's award.

## **A-XV COMPANY-WIDE EMPLOYMENT OPPORTUNITIES**

### Section A15.1

(a) The Company will, in addition to complying with Section 3.3 of the Master Agreement, if time permits, notify the International Office of the Union of opportunities for employment (except daily employment) in jobs covered by this Agreement. Any regular employee at another office of the Company who has been laid off by the Company and who has rehiring privileges pursuant to Section 11.7, upon notification to the Company of his or her interest in the employment opportunity, will be interviewed at the office of the employee's layoff and will be given good-faith consideration for such employment opportunity, provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration. Such laid-off employee, if rehired at another office of the Company, shall be credited at the office of his or her rehire with his or her Total Company and Pay Seniority, but not with Unit Seniority accrued at the office of his or her layoff. Such employee will also retain his or her hiring privileges and his or her Unit Seniority at the office of the employee's layoff for the applicable period specified in Section 11.7, which period shall not be affected by the employee's employment at

the office of his or her rehire; however, if such employee refuses recall to an employment opportunity (other than a vacation relief or other temporary employment opportunity) at the office of his or her layoff, the employee shall forfeit his or her rehiring privileges and his or her Unit Seniority at that office. If such employee accepts recall at the office of his or her layoff, the employee may return to such office and will receive credit for all Seniority accrued at both offices. An employee who moves from one office to another pursuant to this Article shall bear all costs of such transfer, including the cost of moving to the office of his or her rehire and/or returning to the office of the employee's layoff.

(b) This Article applies only when there are no employees with rehiring privileges at the office where the employment opportunity exists, or when all employees with rehiring privileges at such office have refused or are unavailable for recall pursuant to Section 11.7. (See Section 11.7(c))

## **B. TRAFFIC AND COMMUNICATIONS AGREEMENT**

### **Sideletter B-1**

This will confirm our understanding as to the employment of persons formerly known as "Traffic Coordinators" under the "B" Contract in New York and now referred to as "Network Distribution Coordinators" under the "A" Contract in New York:

1. Notwithstanding any provision of the Master Agreement or any other agreements, grievances settlements, arbitration awards, or any past practice to the contrary, nothing shall preclude persons not covered by the Engineering Agreement from performing any Network Distribution Coordinator function(s).
2. Any regular Network Distribution Coordinator who is on the Payroll as of October 1, 1998 shall continue to have Satellite and Transmission functions as his/her regular assignment.
3. Any Network Distribution Coordinator who is assigned to perform non-unit Satellite and Transmission functions shall receive training to perform such functions, if necessary. In the event that any regular Network Distribution Coordinator who was on the payroll as of October 1, 1998 is so assigned and expresses a desire to be trained for another job within the Engineering unit within thirty (30) days of such assignment, the Company shall make a reasonable effort to provide such training and the employee shall forfeit his/her rights under paragraphs 2 and 6 of this Sideletter.
4. The minimum pay grade for Network Distribution Coordinators assigned hereunder shall be Group 6 except that the current Group 7A as of January 26, 1999 only shall be paid an additional Thirty-Eight Dollars (\$38.00) per week.
5. The Company will not give preferential treatment based on non-unit status to a non-unit employee over a regular Network Distribution Coordinator with regard to the weekly shift worked by such Coordinator on the date of ratification.
6. Regular daily hires who are working as Network Distribution Coordinators as of October 1, 1998 shall receive first consideration for employment opportunities within the Satellite and Transmission area, provided that such employees, in the sole discretion of the Company, possess the skills and abilities necessary to do the specific work involved. In the event any such employee rejects an offer of regular employment, he/she shall forfeit his/her rights hereunder.

## **C. STAGING SERVICES AGREEMENT WASHINGTON, D.C.**

### **C-I SCOPE OF UNIT**

#### **Section C1.1**

The term "employee" as used in this Agreement applies to those employees in the Production Department of NBCUniversal at its television station in Washington, D. C. who are assigned to the following job classifications: Stage Manager, Senior Stage Manager, Commercial Film Editor, Senior Commercial Film Editor and Staging Assistant.

### **C-II DUTIES**

#### **Section C2.1**

It is understood and agreed that all sets, properties, effects and equipment used by employees in this bargaining unit shall be placed, handled and used only by the employees included in this bargaining unit; however, Contract A Staff Artists and Contract C employees may both work together in the setup and knockdown of scenic elements in the studios and staging area.

#### **Section C2.2 - Senior Stage Manager and Stage Manager**

Subject to the direction of the Director, the Senior Stage Manager or Stage Managers shall, under the general supervision of the Director of Operations, or his designee only,

- (a) Cue all actors, talent and personnel in connection with the rehearsal and/or production of television programs in WRC-TV studios. The Company may assign stage managers outside the studios.
- (b) Direct the placing of sets, properties, effects and equipment used in the rehearsal and/or production of television programs. He or she may also issue orders for the use and proper repair of such sets, properties, and effects.
- (c) Handle all graphic and visual art work, flip cards, diops and devices used in the rehearsal and/or production of television programs in the studios of WRC-TV.
- (d) Handle and use all cueing devices other than those falling within the jurisdiction of the Engineering department, except that talent may operate any such device when he or she is reading from such a device, provided he or she is "on-camera" for at least some part of the program.

- (e) In the sole discretion of the Company, perform minor makeup functions.
- (f) May perform Staging Assistant duties when a Staging Assistant is at work, regardless of whether a Staging Assistant is in attendance when such work is performed.
- (g) Perform such duties as may be necessary in the direction of rehearsals and television program productions.
- (h) Perform such duties on local remote pickups being done by WRC-TV Engineering personnel within the District of Columbia when in the opinion of the Company it is necessary to have a Stage Manager present.

#### Section C2.3 - Upgrading to Senior Stage Manager

When the Senior Stage Manager is absent, a Stage Manager will be upgraded to Senior Stage Manager. Such upgrading shall be only for vacation and after illness in excess of one (1) week. It is understood that this upgrading shall be for one (1) shift per day, in each case. It is further understood that the Company shall only be required to maintain one (1) individual in the position of Senior Stage Manager.

#### Section C2.4 - Senior Commercial Film Editor and Commercial Film Editors shall:

- (a) Operate projectors, splicers, rewinds, film cleaners and other equipment in the film cutting room and rewind booth.
- (b) Be responsible for the assembling, unassembling, splicing, timing, cleaning, inspection and previewing of motion picture film and kinescope recordings so that they will be suitable for broadcast use, and, subject to the standards and practices established by the Company, for continuity acceptance and clearance.
- (c) Receive, log in and out, ship, classify and prepare all commercial and sustaining film.
- (d) Index and file news film.
- (e) Emergencies will continue to be handled as heretofore.



## Section C2.5 - Upgrading of Commercial Film Editors

When the Senior Commercial Film editor is absent, a Commercial Film Editor shall be upgraded to Senior Commercial Film Editor. Such upgradings shall be only for vacations, holidays, days off, and after the first (1st) day of illness of the Senior Commercial Film Editor. It is understood that this upgrading shall be for one (1) shift per day, in each case.

When a Commercial Film Editor is assigned to work covered under Section C2.4 and he or she spends more than four (4) hours during a shift therein, he or she shall be upgraded to Film Editor for that one (1) shift. The provisions of Section 12.3(c) shall not be applicable to such upgradings.

## Section C2.6

No technical film editing equipment in the unit shall be operated for physical editing purposes, as distinct from viewing purposes, by any person other than an employee covered by Section C2.4 except in case of emergencies.

## Section C2.7 - Staging Assistants shall:

- (a) Handle and place all sets, props, effects and equipment, whether at the studio or on remote location, in accordance with past practice.
- (b) Be responsible for maintaining the television studios, staging assembly area, scenic shop, and set and property storage areas in an orderly and neat condition.

## Section C2.8

In the event that employees in any of the classifications other than Staging Assistants are unavailable or require assistance due to extra workload, employees in any other classification may, if necessary, be assigned to duties in a different classification covered by the provisions of this Agreement. Further, in the event that all Stage Managers and Commercial Film Editors are working, employees in the Staging Assistant category may be assigned to any of these categories, provided they are upgraded to the pay scale commensurate with his or her position on the escalator. Notwithstanding the foregoing, a Stage Manager will not be assigned the duties of a Commercial Film Editor except in cases of illness, vacation, leave of absence, and unanticipated emergencies.

### C-III CLASSIFICATIONS AND WAGE SCALES

#### Section C3.1

The minimum wage scale for Stage Manager, Senior Stage Manager, Commercial Film Editor and Senior Commercial Film Editor shall be as follows:

	4/01/19	4/01/20	4/01/21
Stage Managers			
0-6 months	1,007.00	1,032.00	1,058.00
6-18 months	1,079.50	1,106.50	1,134.00
18-30 months	1,191.00	1,221.00	1,251.50
30 months & over	1,425.00	1,460.50	1,497.00
Sr. Stage Mgr.	1,481.50	1,518.50	1,556.50
Commercial Film Editor			
0-6 months	862.00	883.50	905.50
6-12 months	934.00	957.50	981.50
1-2 years	1,001.50	1,026.50	1,052.00
2-3 years	1,190.00	1,220.00	1,250.50
3 years and over	1,362.50	1,396.50	1,431.50
Sr. Commercial Film Editor	1,560.50	1,599.50	1,639.50

#### Section C3.2

The minimum wage scale for Staging Assistant shall be as follows:

	4/01/19	4/01/20	4/01/21
Staging Assistants			
0-1 years	757.50	776.50	796.00
1-2 years	821.50	842.00	863.00
2-3 years	951.50	975.50	1,000.00
3 years and over	1,059.00	1,085.50	1,112.50

#### Section C3.3

Staging Assistants shall be considered a separate seniority group for purposes of layoffs and rehiring.

## **C-IV MEAL PERIODS**

### **Section C4.1**

- a) The length of the employee's first (1st) meal period shall be one (1) hour, except for individual employees or groups of employees who, with their consent, are assigned a one-half (1/2) hour meal period. Such employee(s) who consent to being assigned to a one-half (1/2) hour first (1st) meal period shall receive a payment of Thirty-Five Dollars (\$35.00) for each day on which they are so assigned.
- b) An employee who elects to eat meals at a place not designated by the Company shall nevertheless remain obligated to report back to work at the time indicated by the Company (which may or may not include travel time) prior to the commencement of the meal period.

### **Section C4.2**

The first (1st) meal period may not be scheduled earlier than the start of the employee's third (3rd) hour of work and must be completed by the end of the sixth (6th) hour, unless the employees affected agree to remain at work, in which event they shall receive a premium in addition to their compensation equal to half (1/2) their regular rate for each hour or fraction thereof after the sixth (6th) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours. Any meal period assigned at the end of the tour shall be paid at straight time.

For employees assigned to perform all job functions associated with production and post-production activities and E.J. editing, the first (1st) meal period may not be scheduled earlier than the start of the employee's third (3rd) hour of work and must be completed by the end of the seventh (7th) hour, unless the employee(s) affected agree to remain at work. In the event that the meal period is not completed by the end of the sixth (6th) hour, such employee(s) shall receive a premium in addition to their compensation equal to Twenty Dollars (\$20.00) for any encroachment upon the seventh (7th) hour, and half (1/2) their regular rate for each hour or fraction thereof after the end of the seventh (7th) hour until such meal period is completed; provided, however, that this premium shall not apply to individual employees or groups of employees who with their consent are assigned a regular meal period outside of the above hours. Under no circumstances shall this seventh (7th) hour meal period be prescheduled. Any meal period assigned at the end of the tour shall be paid at straight time.

### Section C4.3

In the event an employee remains on duty for a period longer than ten (10) hours, a second (2nd) meal period of thirty (30) minutes shall be scheduled not earlier than four (4) elapsed hours after the end of the first (1st) meal period and not later than his or her twelfth (12th) hour of tour, and the Company shall pay to such employee his or her rate of pay at the employee's straight time rate of pay for such time taken off for the second (2nd) meal period. An additional period of thirty (30) minutes shall be scheduled after each four (4) hours of work beyond the second (2nd) meal period and shall be paid at the employee's straight time rate of pay.

### **C-V (RESERVED)**

### **C-VI SPORTS ASSIGNMENTS**

#### Section C6.1

The Company will assign a Stage Manager covered by this contract to any pickup by Engineering employees of the Company of a sports event within fifty (50) miles of its Washington office, if such sports event is of the type to which stage managers (whether or not covered by this contract) have regularly been assigned. Nothing in this Agreement shall preclude the Company from assigning additional stage managers from other television offices of the Company.

#### SIDELETTER C-1

NBCUniversal shall have the right to hire an outside vendor to design and construct any WRC studio sets provided that the Company assigns Randy Grams to work with the vendor on the installation of the set in the WRC studio.

#### SIDELETTER C-2

Non-unit persons may perform Contract "C" work, including but not limited to cueing, handling props or adjusting set dressing, when such work is in conjunction with their other duties or functions and is not such person's primary function. No Contract "C" employee on regular staff as of March 31, 2006 shall be laid off during the period April 1, 2006 through March 31, 2010 as a direct result of the performance of Contract "C" work by non-unit persons under this Sideletter.

During the negotiations over this Sideletter, the parties discussed that the Company does not intend to regularly assign non-unit persons to cue from the WRC-TV studio floor

## **D. NEW BUSINESS AGREEMENT**

### **D-I GENERAL**

To encourage employment in "new businesses," defined as work which is both not within NABET-CWA's exclusive jurisdiction and is in connection with operations, material and/or programs of a type with which such employees have generally not been involved prior to April 1, 2006 (e.g., production intended for internet or mobile phone viewing), the parties agree as follows:

#### **Section D1.1**

An initial assignment to work under this "D" Agreement may only be made to persons who are not already staff employees employed under another Agreement or to persons who have not worked under another Agreement in the thirty (30) days prior to being employed under this "D" Agreement, provided that other staff employees or persons may agree to work under this "D" Agreement. However, even if an employee initially assigned under this "D" Agreement subsequently works under another Agreement, he/she may be assigned at any time to work under this "D" Agreement. The parties will discuss any such assignment in advance, unless time does not reasonably permit such discussion. Employees so assigned will be advised that they will be working under the terms of this "D" Agreement.

#### **Section D1.2**

This "D" Agreement in no way limits the parties' ability to reach further understandings which will facilitate and encourage the assignment of employees to new businesses.

#### **Section D1.3**

(a) The provisions of this "D" Agreement and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving assignments or work covered by this "D" Agreement.

(b) Neither this "D" Agreement nor its application nor any assignments hereunder shall expand or contract the Union's exclusive jurisdiction under the 2006-2009 Master Agreement. Any initial assignment, or continuation of assignment, of employees hereunder is at the Company's sole discretion.

(c) It is understood and agreed that employees may be assigned hereunder to work together on the same material or program as persons not covered by this "D" Agreement.

## **D-II STAFF EMPLOYEES**

### **Section D2.1**

For staff employees, while assigned pursuant to this "D" Agreement, the Master Agreement shall be amended as follows:

The following provisions of the General and Individual Articles shall not apply: Articles XIII, XVIII and XIX (Company policy shall apply with respect to leaves of absence, holidays and vacations), H-VI, H-VII, M-VIII and N-V.

## **D-III DAILY EMPLOYEES**

### **Section D3.1**

For daily hire employees, while assigned pursuant to this "D" Agreement, Stipulation 18 and/or Sideletter 32 shall apply except as follows:

Even though an individual has worked as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days in any calendar year, while working pursuant to this "D" Agreement he/she will not be covered by: Short turnaround (Sections 8.3, excluding the second sentence; N5.1(a) and U4.3, excluding the second sentence); Continuous tour (last sentence of Sections 8.1 and U4.1) or call back (Sections 8.4(b) and U4.5(b)); or notice of daily schedule change (Section 8.6(c); the first paragraph of Section 8.7, if applicable; and Section 8.8(c)).

## **D-IV ALL EMPLOYEES**

### **Section D4.1**

For all employees, while assigned pursuant to this "D" Agreement, the Master Agreement shall be amended as follows:

The following provisions shall not apply: Articles VIII (except Section 8.9(b) and (c)) (Company policy shall apply with respect to regular work day, regular work week, overtime and recording and measuring of time worked); Articles XXIV; Section A2.2 (e); Articles A-V; A-VI; A-VII; A-XI; Stipulations 2, 3, 4, 7, 11, 18, 19, 22 and 23; Sideletters GA-1, WA-1, Video Tape Agreement; Sideletters 3, 7, 8, 10, 11, 14, 15, 16, 17, 18, 19, 21, 23, 27, 40, 42, 44, 45, 49, 57, 61, 62, 64, 66, 70, 71 and 73. It is understood that the exclusion of some of the provisions in this paragraph are intended for clarification only and may be redundant in light of this being a separate Master Agreement Contract and its application only to work which is not within the Union's exclusive jurisdiction.

In lieu of Articles IX and A-VIII, the following shall apply: employees should generally receive a one (1)-hour "unpaid" first meal break. In the event an employee does not receive such a break, the employee shall be paid for time worked during such meal break in accordance with Company policy. For long tours, reasonable meal breaks will be given.

In lieu of Section 10.1, the following shall apply: An employee who works between the hours of 12 midnight and 6 a.m. (5:00 A.M. beginning January 1, 2018 for all staff employees and 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 180 days in calendar year 2014 or who do not maintain a minimum of 170 days of daily hire employment in each subsequent calendar year) shall be paid a night shift differential of ten percent (10%) of his or her straight-time rate of pay for each such straight- time hour worked, and a differential of fifteen percent (15%) of his or her straight time rate of pay for each such overtime hour worked. Such hours shall not count for purposes of Section 10.2.

#### **D-V WAGE SCALE**

##### **Section D5.1**

Minimum Wage Scale (0-1 year step of the Group 2 scale):

	4/01/19	4/01/20	4/01/21
New Business	772.00	791.50	811.50

## **E. BUILDING MAINTENANCE AGREEMENT CHICAGO**

### **E-I SCOPE OF UNIT**

#### **Section E1.1**

The term "employee" as used in this Agreement applies to the following persons employed by the Company in Chicago: Building Maintenance and AM Studio Set-up Employees.

### **E-II DUTIES**

#### **Section E2.1**

As directed, the duties of the Building Maintenance Section shall be of the type customarily performed in the past, but assignment of duties involving studio or newsroom lights which are seen on-the-air or which affect the on-the-air look, and duties involving service to tenants who sign leases after March 31, 1994 shall be in the Company's sole discretion.

### **E-III CLASSIFICATIONS AND WAGE SCALES**

#### **Section E3.1**

The minimum wage scales shall be as follows:

	4/01/19	4/01/20	4/01/21
0-1 years	749.50	768.00	787.00
1-2 years	827.50	848.00	869.00
2-3 years	940.50	964.00	988.00
3 years and over	1,162.50	1,191.50	1,221.50
Special Maintenance Person	1,227.50	1,258.00	1,289.50
Lead Person	1,246.00	1,277.00	1,309.00



## **E-IV HOLIDAYS**

### **Section E4.1**

Due to the nature of the duties of Building Maintenance, holidays shall be those holidays designated as Company holidays by the Company, but in no event shall the number of holidays be less than the number of holidays granted other employees under this Agreement. Currently such holidays are: NEW YEAR'S DAY, MARTIN LUTHER KING, JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, JULY FOURTH, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY, and THREE (3) ADDITIONAL HOLIDAYS as designated by the Company each calendar year for employees covered by Section 18.9. Employees shall be notified of the dates of such holidays in the same manner and at the same time that non-NABET-CWA-represented personnel are notified. The employees shall be compensated for the holidays or given time off in accordance with Article XVIII. However, in no case shall they be added to the employee's annual vacation.

## **E-V SUBCONTRACTING**

### **Section E5.1**

The Company shall have the right to subcontract any or all of the work covered by the "E" Contract. The Company will, if practicable, give the Union two (2) weeks' written notice before exercising such right. If written notice is not practicable, verbal notice followed by written notice no later than two (2) weeks from the verbal notice shall suffice.

### **Section E5.2**

(RESERVED)

## **G. OPERATIONS DIRECTORS AGREEMENT CHICAGO**

In 1990, the Union and the Company negotiated a Chicago Day of Air Agreement to substitute for the G Contract, Operations Directors, Chicago. During the term of the 1994-1999 Agreement, the parties revised the Day of Air Agreement to the following:

### **NBCUniversal DAY OF AIR AGREEMENT**

The duties to be performed by the Technical Director shall include those specified in Article A-IV of the NABET-NBCUniversal Master Agreement as well as the operation of the audio/video switcher, the automation system, electronic still store, audio and video tape machines, character generation and other equipment related to the Day of Air operation, and load and/or unload any cartridges for station breaks adjacent in programs under his or her supervision or when integrated with live, film, or tape programs and any duties performed heretofore.

The Day of Air Technical Director has the right to request assistance when he or she feels the work load attendant to such an operation becomes excessive. Management will accede if they deem the request reasonable.

In addition, Technical Directors of the Day of Air operation will also perform any operations associated with: a) the total automation system; b) a control facility at the NBC Tower which, on an emergency basis, temporarily substitutes for the Day of Air Operation; or c) to a control point at the NBC Tower in Chicago. Such operations include, but are not limited to, duties formerly performed heretofore by Operations Directors as set forth in the Day of Air Agreement in the 1994-1999 NABET-CWA/NBC Master Agreement.

Technical Directors assigned to a tour in the Day of Air operation shall be paid at a Group 7C which will currently be set at \$10.00 per day above the Group 7 rate. If another Technical Director is assigned to assist by performing any of the above functions, such Technical Director will be paid as Group 7.

Any payments made in accordance with the above will be used in the calculation of overtime and employee benefits in accordance with specific terms of the applicable benefit plan. In addition, Section 12.3(c) shall also so apply.

	<u>4/01/19</u>	<u>4/01/20</u>	<u>4/01/21</u>
0-1 years	1,028.50	1,054.00	1,080.50
1-2 years	1,430.00	1,466.00	1,502.50
2-3 years	1,493.00	1,530.50	1,569.00
3-4 years	1,664.00	1,705.50	1,748.00
4 years and over	2,121.50	2,174.50	2,229.00

## **H. NEWS AND NEWS SPECIAL EVENTS WRITERS AGREEMENT CHICAGO**

### **H-I SCOPE OF UNIT**

#### **Section H1.1**

The term "employee" as used in this Agreement applies to all News and News Special Events Writer(s) now or hereafter engaged by the Company at its Chicago office to write, rewrite, condense, process, or edit news material. Not included are persons, who under individual contract with the Company, write and broadcast their own material (referred to herein as "newspersons"), provided, however, that nothing shall preclude such individuals from writing and/or otherwise preparing news material (including, but not limited to, intros, lead-ins, lead-outs and/or closes) for their own and/or others' on-the-air use (whether or not such material is broadcast by them).

Nothing contained in this Agreement shall prevent management or supervisory personnel from performing the duties described herein during a period of a major news emergency when staff Newswriters are not immediately available or adequate in number.

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, management or supervisory personnel may, on an infrequent basis, because of their knowledge of the particular subject matter, or time constraints where NABET-CWA-represented News and Special Events Writer(s) are not readily available in sufficient numbers, prepare news material for broadcast.

The term "news material" as used in this Agreement includes sports news and weather news.

#### **Section H1.2**

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any person who is employed at another office of the Company primarily for the purpose of preparing news material may temporarily perform, at the Chicago office, all or a portion of the duties which the person normally performs at his or her office. Such employees shall not be assigned to the Chicago office for the purpose of replacing Chicago-based NABET-CWA-represented Newswriters.

## **H-II DUTIES**

### **Section H2.1**

The only exclusive duties of News and News Special Events Writer(s) shall be the original writing of news material for news programs produced by the News and News Special Events Department of the Company (excluding news documentary programs or auditions, and programs prepared by newsmen), except that (i) newsmen may write and/or otherwise prepare news material (including, but not limited to, intros, lead-ins, lead-outs and/or closes) for their own and/or others' on-the-air use, and (ii) Senior Producers in Network and Local News; the Assistant News Director, Producers (of shows) and Managing Editor in Local News, and Executive Producers in Network and Local News may write any such material for any use or purpose, and (iii) other Producers, including, but not limited to, Field Producers, may also write any such material, but only for any elements, portions, segments, inserts, stories or pieces arising out of or in connection with their producing work. It is understood that the exceptions in (ii) and (iii) apply to successor titles and persons performing similar functions.

Nothing in this Agreement shall preclude the Company from assigning any non-exclusive duties to News and News Special Events Writer(s), including, but not limited to, producing (including field producing), previewing and/or screening recorded (film and tape) news material, supervising its editing, and taking any notes (including the creation of a log) with respect to such material.

### **Section H2.2**

The Company shall designate unit employees as Assignment Editors at the same staffing level in effect as of February 10, 2012. The Company may assign them to perform any assignment desk duties on a non-exclusive basis and/or any other functions permissible under this Agreement. Assignment desk duties may include, but shall not be limited to, participating in future planning of news coverage, making camera, reporting and writing assignments, checking out stories, directing bulletin coverage, editing news material, supervising newsroom activities. Nothing shall preclude managerial or supervisory personnel from performing any assignment desk duties or functions. However, the absence of a designated Assignment Editor shall not require the assignment of another Assignment Editor even though assignment desk functions are being performed.

## H-III CLASSIFICATIONS AND WAGES SCALES

### Section H3.1

Groups for the purposes of classification and minimum wage scales shall be as follows:

#### **Group 2**

Newswriter

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Newswriter			
0-6 months	1,163.50	1,192.50	1,222.50
6-18 months	1,634.00	1,675.00	1,717.00
18 months & over	1,833.00	1,879.00	1,926.00

#### **Group 3**

Newswriter

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Newswriter			
0-6 months	1,224.50	1,255.00	1,286.50
6-18 months	1,695.00	1,737.50	1,781.00
18 months & over	1,928.50	1,976.50	2,026.00

#### **Group 5**

Assignment Editor

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Assignment Editor			
0-6 months	1,270.50	1,302.50	1,335.00
6-18 months	1,741.50	1,785.00	1,829.50
18 months & over	1,972.50	2,022.00	2,072.50

**Group 6**

WMAQ-TV Producer (1/2 hour)

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
WMAQ-TV Producer (1/2 hour)			
0-6 months	1,333.00	1,366.50	1,400.50
6-18 months	1,806.00	1,851.00	1,897.50
18 months & over	2,037.50	2,088.50	2,140.50

**Group 7**

WMAQ-TV Producer (1 hour)

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
WMAQ-TV Producer (1 hour)			
0-6 months	1,375.50	1,410.00	1,445.00
6-18 months	1,849.50	1,895.50	1,943.00
18 months & over	2,070.00	2,122.00	2,175.00

**Group 8**

Video Journalists

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Video Journalist	2,236.00	2,292.00	2,349.50

The classification of employees in this Article is solely for the purpose of establishing minimum wage scales and does not constitute a grant of jurisdiction. The Company shall not be required to employ or assign one or more employees to each of the classifications or groups set forth above in this Article.

a) Employment as a staff Newswriter by any nationwide radio or television network shall be deemed employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to Newswriters hereafter engaged.

- (b) Employment for a period of three (3) years as
- (i) a reporter or rewrite person on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies or
  - (ii) a Newswriter on the staff of A.P. or U.P., I.N.S., or U.P.I., in any city of 500,000 population or more, or
  - (iii) a Newswriter on the staff of a 50,000-watt radio station in any city of 500,000 population or more, or
  - (iv) a Newswriter on the staff of any VHF television station in a city of 500,000 population or more, shall entitle any Newswriter engaged hereunder to at least twelve (12) months' credit for purposes of applying the foregoing salary schedule.

#### **H-IV CREDITS**

##### **Section H4.1**

The Company shall give video credits to the Newswriter for each television program he or she writes of fifteen (15) minutes or longer in duration and audio credit to the Newswriter for each radio program he or she writes of fifteen (15) minutes or longer in duration, except where the special circumstances of the show make it inappropriate to give such credit, or where the Newswriter prefers otherwise. On a program broadcast two (2) or more times a week where written by the same Newswriter, credit need be given only once a week on such programs to said Newswriter. Where such credit is not given in any week, credits must be given twice in the following week. Assignment Editors shall continue to receive video credits in accordance with present practice. Where the exigencies of time make such credit impracticable, failure to give credit shall not be considered a breach of this Agreement. Notwithstanding anything to the contrary in this provision, on any program(s) where no air credits are given to any other employees, no video credit need be given at any time to a Newswriter or Assignment Editor.

## **H-V USE OF MATERIALS**

### **Section H5.1**

All materials written as part of the Newswriter's assigned work on programs or auditions produced by the News Department of the Company shall belong to the Company, which shall have sole ownership and right and use of all such materials for all purposes for all time.

All materials written on the Newswriter's own time shall belong exclusively to the Newswriter, who shall retain full title therein, and who shall have the right at any time to use or dispose of such material for his or her own benefit and advantage, provided, however, that any material which is destined for use on any competing broadcasting station or competing broadcasting network shall not bear the Newswriter's name or Company connection.

## **H-VI SENIORITY**

### **Section H6.1**

Unit Seniority shall continue to be measured in the Unit in the Company office.

### **Section H6.2**

- (a) When layoffs (reductions in force) of employees are to be made in the unit, the Company, in its sole discretion, shall determine the number of employees to be laid off. If such layoff shall be confined solely to temporary employees, the Company shall have the absolute right of selection among such employees. If such layoff shall involve both temporary and regular employees, the Company shall lay off all temporary employees and then lay off regular employees in inverse order of Unit Seniority, as defined in Section 11.3, in accordance with Section H6.2(b).
- (b) If a layoff shall involve regular employees, such layoff shall proceed in inverse order of Unit Seniority; provided, however, that the Company may, starting from the bottom of the seniority list for each layoff, protect up to twenty-five percent (25%) of the employees in the unit, irrespective of their seniority. The number of employees to be protected shall be rounded upward to the nearest whole number, but shall in no event be less than one (1). Prior to each layoff, the Company shall notify the Union of the names of the employees who are to be protected from that layoff. 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 paragraph 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 the Master Agreement. 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 has already been paid shall be due and owing to the Company.

(b) Section 11.6(a) and (b) shall not be applicable to employees covered by Contract "H."

## **H-VII HOURS OF WORK AND MEAL PERIODS**

### **Section H7.1**

Section 8.1 of the General Articles shall be applicable to the employees covered by this Agreement, except that, to the extent that it has done so in the past, the Company shall have the right to continue the practice of assigning employees to shifts of eight (8) elapsed hours and, in such cases, to continue its current practice regarding meal periods.

## **H-VIII PRODUCERS**

### **Section H8.1**

- (a) Nothing contained herein shall be deemed to require that a Producer (i.e., a Newswriter assigned as Producer or any other person assigned as Producer) must be assigned to each program, nor shall anything contained herein be deemed in any way to confer on members of the bargaining unit jurisdiction over producing news programs, or producing elements, portions, segments, inserts, stories or pieces for such programs.
- (b) In no event will a producer upgrade be required for producing elements, portions, segments, inserts, stories or pieces of such programs.

### **SIDELETTER H-1**

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, NABET-CWA-represented staff Newswriters on the payroll as of December 7, 1995 will not be required to convert to non-unit status to retain their current positions (e.g., Nightly News Broadcast Producer or 6 o'clock Producer). However, in the event of reassignment of current NABET-CWA-represented staff Producers (of shows) in Local News and Senior Producers in Local and Network News (as those Producer positions are generally understood in the Industry) within such positions, all of which require the exercise of managerial and/or supervisory authority, said Newswriters may be required to convert to non-unit status, but only if they applied for or requested such reassignment.

Furthermore, except for such positions as Producer (of shows) in Local News and Senior Producer in Local and Network News which require the exercise of managerial and/or supervisory authority, NABET-CWA-represented staff Newswriters will not be required to convert to non-unit status as a condition for selection for positions to which Newswriters have been traditionally or customarily assigned. Neither the Company nor the Union shall exert any undue influence upon any Newswriters who

are considering whether to convert to non-unit status. Moreover, nothing herein shall affect the Company's right of employee selection or to make work assignments.

While no Newswriter will be guaranteed a specific work assignment, it is the Company's objective to use the journalistic skills, abilities and experience of members of the bargaining unit. In furtherance of that objective, the Company will continue to make reasonable efforts to provide a range of assignments for the unit as a whole which reflects the variety of duties which have been traditionally and customarily performed by television Newswriters in the unit.

At any time during the term of the Agreement, the Union may grieve in accordance with Article XX the lack of reasonableness of the Company's efforts hereunder in an arbitration before the Impartial Umpire. However, to prevail in such proceeding, the Union must prove that, over a period of at least six (6) months, the Company has not made a range of assignments to unit personnel which reflects the variety of duties that have been traditionally and customarily performed by television Newswriters in the unit. If the Union meets this burden, the Umpire may only direct the Company to comply with the "reasonable efforts" standard contained in this Sideletter as a remedy for the first violation.

#### SIDELETTER H-2

With respect to persons employed as regular staff employees in the Chicago Newswriters unit as of November 5, 1984, whose jobs may be eliminated because of the use of a computerized newsroom system, the Company agrees to make a good-faith effort to find other positions in Chicago; provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration. This shall not be construed, however, as indicating any commitment to secure another position for any such employee.

#### SIDELETTER H-3

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, management or supervisory personnel may perform any work in connection with teases and auditions.

#### SIDELETTER H-4

This Sideletter applies to regular NABET-CWA-represented staff Newswriters under the "H" Contract. The parties recognize that the continued employment of such employees could be affected by changes in this contract made during the 1994 negotiations. Accordingly, it is agreed as follows:

The Company shall give consideration for daily employment as a Newswriter to any laid-off "H" Contract employee with recall rights in the H bargaining unit who notifies the Company at the time of the layoff, and each six (6) months thereafter, that he or she desires to work on a daily basis in that unit, provided that any such employee(s), in the sole discretion of the Company, possesses the skills and abilities necessary to do the specific work involved.

#### SIDELETTER H-5

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any person may perform any of the duties previously performed by Desk Assistants.

(The Award in NC88-4 is null and void and of no further force and effect.)

## **J. COURIERS AGREEMENT CHICAGO**

### **J-I SCOPE OF UNIT**

#### Section J1.1

The term "employee" as used in the Agreement applies to all employees employed as Couriers by the Chicago office of the Company exclusive of all other employees. This unit shall be comprised of regular part-time employees and, at the option of the Company and in accord with Sideletter J-2, full-time regular employees who shall perform the jurisdictional duties described in this Agreement.

### **J-II EMPLOYMENT**

#### Section J2.1

All employees shall be probationary employees for a period of four (4) months from the date of their employment with the Company and shall thereafter be regular employees. A probationary employee may be discharged in the sole discretion of the Company.

#### Section J2.2

An employee who has not made himself or herself available for work for a period of more than seven (7) continuous months, except for an excused leave of absence specified in Article XIII, shall be deemed to have abandoned his or her employment and may be dropped from the Company's employment rolls.

#### Section J2.3

In the event a regular employee takes a leave of absence because of illness or returns to the unit within three (3) years, his or her seniority for all purposes upon returning shall include the period of such leave of absence.

### **J-III WAGE SCALES**

#### Section J3.1

The minimum wage scales shall be as follows:

(a) Part-Time Couriers per day:

4/01/19	4/01/20	4/01/21
230.00	236.00	242.00

(b) The Company may continue the practice of using employees to replace Traffic Coordinators for the purpose of lunch reliefs, illness, vacation or leaves of absence, provided, however, that where so assigned, the employees shall be paid ten percent (10%) above the applicable hourly, daily or weekly rate for the time worked as replacement for the Traffic Coordinator. Such payment will not be applicable to lunch relief and short breaks. Employees hereunder shall have the right to decline assignments as Traffic Coordinators.

## **J-IV DUTIES**

### **Section J4.1**

Couriers shall continue to perform a variety of general duties as assigned by the Company. Such duties may include, but shall not be limited to, the transportation from field locations of recorded news material (film, tape or any similar successor medium) used by the Television News Department of the Company in connection with News pickups in the field, provided, however, that nothing in this Agreement shall preclude persons outside the bargaining unit from transporting from field locations such recorded news material (film and/or tape, or any similar successor medium). When recorded news material has been left on the Company's premises, any person may transport such news material to the Television News Department.

Employees hereunder may be assigned to perform the following duties:

- (a) Watchperson (employees shall have the right to decline assignments as watchpersons);
- (b) Messenger;
- (c) Chauffeuring, except they shall not be required to drive passengers in the Couriers' own vehicles;
- (d) Bodyguard

Employees while assigned as bodyguards will receive compensation for such duties at the rate of one and one-half (1-1/2) times their straight-time rate of pay for all straight-time hours worked, and at the rate of two (2) times their straight-time rate of pay for all overtime hours worked. Employees shall have the right to decline assignments as bodyguards. Assignment to bodyguard work must be approved by a management supervisor.

## **J-V SHIFT ASSIGNMENTS**

### **Section J5.1**

Unit Seniority (as defined in Article XI) and availability generally shall control the method of selection of part-time employees for shift assignments in the following manner:

In general, shift assignments will be fulfilled by regular, part-time employees by seniority and availability, most senior and available first, etc., until all available shifts have been assigned. Unless an assignment requires more than two (2) days in order to maintain consistent operations (such as an out-of-town assignment), then each regular, part-time employee will be assigned to the two (2) days of his or her choice (unless he or she selects only one (1) day, even with the other days available) and no more than two (2) days until all assignments have been filled. A third (3rd) day may be assigned if the Company is unable to fill assignments after all regular part-time employees have been assigned two (2) days or if unanticipated and unassigned work becomes available before the next schedule is determined. Where possible, this additional work will be offered to regular, part-time employees in seniority order, but only to the extent that they already indicated availability for that day. On occasion, the Company may choose to disregard the shift selection made under this paragraph and make assignments in its discretion.

It is the sole responsibility of a regular, part-time employee to indicate the day or days that he or she desires to work in the next week, and the day or days that he or she chooses to be available for in addition to the desired days. These indications will be given to the supervisor designated by the Company by 5:00 o'clock P.M. on Wednesday of each week preceding the week in which the work is desired.

## **J-VI WORK SCHEDULE, OVERTIME AND PENALTIES**

### **Section J6.1**

A regular work week is defined as consisting of any number of regular work days as defined above from one (1) to five (5), for a total of forty (40) hours, and as beginning at 12:01 A.M. Saturday and continuing until 12:00 Midnight the following Friday, except that employees who do not work any days in a work week will be entitled to no pay in that week.

### **Section J6.2 - Schedule Posting**

The Company will post a schedule each week by 5:00 P.M. Friday that shows the days and shifts scheduled for employees in the following Monday-to-Sunday week. Employees who arrive for work that has been scheduled in accordance with the previous sentence, and the Company eliminates the work, shall nonetheless receive a

day's pay. The previous sentence shall not apply to any change made by the Company at the request of the employee after the schedule has been posted for which the employee does not arrive.

#### Section J6.3 - Calls to Employee's Home

Except where a telephone call is made by the Company to obtain a replacement for an employee who reports he or she is unable to come to work, for each completed telephone call made by the Company to the employee's home between Midnight and 7:00 A.M., the employee shall be paid a penalty of Twelve Dollars (\$12.00).

Each employee shall inform the Company of any change in the employee's home address and telephone number within seven (7) days after such change.

### **J-VII MEAL PERIODS**

During each work day, a one (1) hour paid meal period shall be given as near the middle of an employee's work day as work assignments reasonably permit.

An employee who does not receive a meal period as specified above will have an hour added to the end of the tour on the day on which such meal period is not received. Any meal period assigned at the end of the tour shall be paid at straight time.

### **J-VIII EXCESSIVE ASSIGNMENTS**

#### Section J8.1

a) The Company will notify the President of the Local Union in advance of a significant change in any established method of operation, provided that where the Local President is not an employee of the Company, a designee who is an employee may be appointed by the Union, and in such event, the Company will endeavor to send a copy of the above notice to such designee. Whenever possible, such notice will be given in writing at least two (2) weeks prior to the making of such change. If the Local Union claims that the Company's action will impose or has imposed a significant increase in

- (i) workload, or
- (ii) physical, mental or nervous strain on the employees involved, which will or has resulted in an unreasonable work load or excessive physical, mental or nervous strain on such employees, it may invoke the grievance and arbitration procedures set forth in Article XX.



b) Should an arbitrator determine, under any and all factors which the arbitrator deems relevant, that the changed method of operation imposes an unreasonable work load or excessive mental, physical or nervous strain on the employees involved, the arbitrator shall order the Company to devise an alternative which alleviates such condition, and the arbitrator will retain jurisdiction over the case until such time as he or she is satisfied that the condition has been corrected.

c) It is specifically agreed that the notice provision of this clause shall not be applicable to minor changes in operations, or to emergency situations such as changes necessary to meet suddenly arising operational needs, provided, however, that nothing herein shall preclude the Company from giving the notice provided above in either such case.

### **J-IX (RESERVED)**

### **J-X SEVERANCE PAY**

#### **Section J10.1**

The Company will grant to employees released other than for cause, severance pay in the amount equal to one (1) week's average earnings, based on average weekly earnings computed during the period two (2) years prior to such release, for each year of Total Company Seniority; provided, however, that in no event shall a regular employee receive less than the equivalent of two (2) such weeks' average earnings in severance pay.

### **J-XI AUTOMOBILE USE**

#### **Section J11.1**

(a) Couriers' duties shall be performed through the use of automobiles (defined as any land motor vehicle, excluding trailers, designed for travel on public roads) which may be supplied by the Company. Couriers may have to use their own automobiles to perform their assignments and in such event, a Thirty-One Dollar (\$31.00) automobile allowance shall be paid per day.

(b) Current Company policy for automobile mileage allowance will be applicable to Couriers provided, however, that no such allowance will be applied until after a Courier has driven fifty (50) miles in a work day. This automobile mileage allowance will only be applicable when a Courier's automobile is used with the consent of the Company in executing the business of the Company. No working credit will be given for the time consumed or miles traveled between a Courier's home and the Company office.

(c) When a Courier works overtime, that Courier shall receive an additional automobile allowance prorated hourly at the applicable rate listed above.

## **J-XII TRAVEL**

### **Section J12.1**

Employees assigned to authorized Company business requiring travel and/or work away from the home office overnight shall be reimbursed for reasonable and actual expenses incurred conducting Company business, as may be defined and prescribed from time to time by Company policy covering employees in general. The Company, upon request, will supply bargaining unit members with the most current Company policy regarding such reasonable and actual expenses.

## **J-XIII HOLIDAYS**

### **Section J13.1**

The following shall be deemed to be holidays under this Section, irrespective of the days of the week on which the holiday may fall: NEW YEAR'S DAY (January 1st), MARTIN LUTHER KING, JR. DAY (third Monday in January), PRESIDENTS' DAY (third Monday in February), MEMORIAL DAY (last Monday in May), INDEPENDENCE DAY (July 4th), LABOR DAY (first Monday in September), THANKSGIVING DAY (fourth Thursday in November), DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY (December 25th), and THREE (3) ADDITIONAL HOLIDAYS as designated by the Company each calendar year for employees covered by Section 18.9.

### **Section J13.2**

Employees required to work on any of the aforesaid holidays shall be compensated at the rate of one and one-half (1-1/2) times their straight-time rate and the rate of two (2) times their straight-time rate for all overtime hours worked. Employees who do not work on these holidays shall receive no additional compensation or time off for the holidays.

## **J-XIV VACATION PAY**

### **Section J14.1**

An employee shall be entitled to vacation pay in the succeeding year based on the actual days worked in the preceding calendar year, as follows:

Total Company Seniority  
as of the last Friday  
in December

Days of Vacation Pay

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Less than 5 years.	1 day's pay for each 26 worked
5 years, but less than 15 years.	1 day's pay for each 17.33 worked
15 years, but less than 25 years.	1 day's pay for each 13 worked
25 years or more.	1 day's pay for each 10.4 worked

Payment for vacation days will be computed to the nearest full day's pay.

Courier vacation payment, based on the above schedule and for the preceding year, shall be made on the last Friday of January of the succeeding year.

## **J-XV INSURANCE**

### **Section J15.1**

The NBCUniversal Business Travel Accident Plan is applicable to the employees covered by this Agreement. Benefits under this plan will be paid, where applicable, in amounts commensurate with compensation paid to the employees in accordance with the NBCUniversal Business Travel Accident Plan.

The Company will extend its policy on Extra-Hazardous Insurance to employees hereunder in the event an employee is requested, in the performance of his or her duties, to enter areas where there is a probability of violence, such as riot scenes, or to engage in other duties which have been designated as extra-hazardous under the policy. The amount payable under said policy in the event of accidental death or dismemberment shall be One Hundred Thousand Dollars (\$100,000) per employee, and the weekly indemnity, in the event of total disability, as such term is commonly understood in the insurance field, shall be One Hundred Dollars (\$100) per week for a maximum period of fifty-two (52) weeks; provided that such weekly indemnity is payable only after full salary payments of the Company have ceased and, in any

event, such payments, plus payments due under any other policy provided or contributed by the Company, will not exceed the employee's basic wage rate.

## **J-XVI SAFETY**

### **Section J16.1**

(a) A Courier shall not be penalized in any way nor shall his or her continued employment be jeopardized by a refusal to perform a hazardous assignment.

(b) All employees covered by this Agreement shall be provided with necessary safety equipment prior to carrying out Company assignments.

(b) Employees shall not be required to handle any parcel or other item which is cumbersome, or in excess of a reasonable weight that, by handling, would produce an unreasonable physical strain or be considered a safety hazard if transported by an "automobile" as defined in Section J11.1.

(c)

## **J-XVII GENERAL ARTICLES**

### **Section J17.1**

The General Articles shall be applicable to employees covered by Article J except for the following provisions: Sections 3.5, 3.6, 3.7, Article VII, Sections 8.2, 8.3, 8.4(a), 8.4(c), 8.6, 8.7, 8.8, 8.9(a), 8.9(c), 9.1; Article XII; Article XIII except Section 13.3; Article XV; Article XVI; Section 17.1; Article XVIII; Article XIX; Section 20.10 and any references to the Impartial Umpire in Article XX and Article XXII. The first paragraph of Stipulation 12(1), 12(3) and any other relevant provisions of Stipulation 12 and of the other Stipulations shall also be applicable to such employees.

## **SIDELETTER J-1**

This will confirm our understanding regarding Henry Mulea. It was agreed between the parties and Mr. Mulea during negotiations that Mr. Mulea will continue his full-time position performing NABET-CWA Courier jurisdictional work, but will not be subject to any of the terms and conditions resulting from the Courier Agreement between NABET-CWA and NBCUniversal. Mr. Mulea shall continue to be entitled to any and all pay increases and benefits that are given to any non-bargaining unit employees. If Mr. Mulea does not receive any and all of the appropriate pay increases and benefits, the Union reserves the right to grieve and/or arbitrate under Article XX of the NABET-CWA/NBCUniversal Agreement the question of pay and/or benefits for Mr. Mulea.

After Mr. Mulea retires or terminates his current position as staff Courier at NBC, all duties and functions performed by Mr. Mulea will return to the bargaining unit and be subject to the terms and conditions of the Courier Agreement between NBCUniversal and NABET-CWA.

#### SIDELETTER J-2

The Company has the sole right to determine methods of operation, staffing and the number of Couriers required to perform the duties specified in this Agreement.

If the Company elects to substitute full-time regular employees for the current staff of part-time regular Couriers, the following shall apply:

1. The Union will be notified in writing of the Company's intentions to substitute full-time regular Couriers for the current staff of part-time regular Couriers.
2. At least one hundred twenty (120) days prior to making such substitutions, the Company will commence negotiations with the Union over the number of full-time positions to be filled and the wages, hours and other terms and conditions of such employment.
3. In the event that the negotiations provided for above result in an impasse, the parties agree that Article V shall not apply.
4. If any layoffs of regular part-time Couriers occur as a result of these negotiations, a special severance will be negotiated for those regular part-time Couriers laid off.
5. Mr. Henry Mulea, if not retired or otherwise unavailable for such full-time regular Courier position, will be the first full-time Courier covered by any agreement negotiated between the parties for full-time employment, except that in no event shall his wages or benefits be reduced from their then-current level as a result of such negotiations. Any subsequent full-time position must be bid upon by the regular part-time Couriers on the basis of Unit Seniority and availability. Absent such bidding by regular part-time Couriers, the Company may hire from outside the bargaining unit, but any such employee hired will become a member of the unit in accordance with the terms of this Agreement.

#### SIDELETTER J-3

(RESERVED)

#### SIDELETTER J-4

This will confirm our understanding with respect to Article VI of the NABET-CWA/NBCUniversal Agreement. It is the intention of the Company that television News Traffic Coordinators shall not perform Courier duties.

#### SIDELETTER J-5

This will confirm our understanding that if the meal period in Section J7.1 is not given between the start of the employee's third (3rd) hour of work and the end of the sixth (6th) hour of work, employees so affected shall be entitled to add an hour on to the end of their tour. Any meal period assigned at the end of the tour shall be paid at straight time.

#### SIDELETTER J-6

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, the Company shall have the right to employ persons, including individuals working for the Company in a non-NABET-CWA-represented capacity, as NABET-CWA-represented employees on a daily basis. Such employment shall be in accordance with Sideletter 32, except as, and only to the extent, expressly modified herein:

Pay for daily employees shall be based upon the daily base rate of pay set forth in Section J3.1. A daily employee who is an active or retired member of any police department, fire department or other civil service entity shall not receive a daily benefit payment. In addition to the provisions of the General and Individual Articles that do not apply to daily employees as set forth in Sideletter 32 and the General Articles that do not apply generally to employees covered by Contract "J," the following provisions of Contract "J" shall not apply: Articles J-II, J-V, J-VI, J-X and J-XIV.

Daily employees may only be utilized to supplement regular, part-time employees who were on the payroll as of March 31, 2006. Accordingly, the utilization of daily employees shall not supersede the scheduling provisions specified in Section J5.1 for such regular, part-time employees.

## **K. MAIL-MESSENGER AND DUPLICATING**

### **SECTION AGREEMENT - CHICAGO**

#### **K-I SCOPE OF UNIT**

##### Section K1.1

The term "employee" as used in this Agreement applies to all employees in the Mail-Messenger and Duplicating Section now or hereafter engaged by the Company at its Chicago offices.

#### **K-II DUTIES**

##### Section K2.1

Duties of the Mail-Messenger and Duplicating Section shall include the duties presently performed in this Section in Chicago.

#### **K-III CLASSIFICATIONS AND WAGE SCALES**

##### Section K3.1

The minimum wage scales shall be as follows:

	<u>4/01/19</u>	<u>4/01/20</u>	<u>4/01/21</u>
0-6 months	708.50	726.00	744.00
6 months & over	801.50	821.50	842.00
Chief of Section	957.50	981.50	1,006.00

#### **K-IV HOLIDAYS**

##### Section K4.1

Due to the nature of the duties of the Mail-Messenger and Duplicating Section, holidays shall be those holidays designated as Company holidays by the Company, but in no event shall the number of holidays be less than the number of holidays granted other employees under this Agreement. Currently, such holidays are: NEW YEAR'S DAY, MARTIN LUTHER KING, JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, JULY FOURTH, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, CHRISTMAS DAY), and THREE (3) ADDITIONAL HOLIDAYS as designated by the Company each calendar year for employees

covered by Section 18.9. Employees shall be notified of the dates of such holidays in the same manner and at the same time that non-NABET-CWA-represented personnel are notified. The employees shall be compensated for the holidays or given time off in accordance with Article XVIII. However, in no case shall they be added to the employee's annual vacation.

## **K-V SPECIAL CONDITIONS**

### **Section K5.1**

Should the employees' duties call them outside the building, the Company will provide adequate transportation.

## **K-VI PART-TIME EMPLOYEES**

### **Section K6.1**

The Company may employ one (1) part-time employee as needed, provided that this Section shall not be used in a manner that would effect a replacement or reduction of regular personnel.

## **K-VII SUBCONTRACTING**

### **Section K7.1**

The Company shall have the right to subcontract any or all of the work covered by the "K" Contract. The Company will, if practicable, give the Union two (2) weeks' written notice before exercising such right. If written notice is not practicable, verbal notice followed by written notice no later than two (2) weeks from the verbal notice shall suffice.

### **Section K7.2**

Rosemary Vera-Rios shall not be involuntarily laid off prior to April 10, 2009 as a result of the Company's exercise of its right to subcontract the work covered by the "K" Contract.



## **L. AIR CONDITIONING AND PLANT MAINTENANCE AGREEMENT LOS ANGELES**

### **L-I SCOPE OF UNIT**

#### **Section L1.1**

The term "employee" as used in this Agreement applies to all Air Conditioning employees and Plant Maintenance employees employed by the Company in Los Angeles County, California, excluding department supervisors.

### **L-II DUTIES**

#### **Section L2.1 - Apprentice Engineers**

It shall be their duty to assist the Watch Engineers in the operation, maintenance and repair of the mechanical plant. An Apprentice Engineer is not permitted to operate in the absence of a Watch Engineer, except in an emergency, for which he or she shall receive Watch Engineer rate of pay for such shift, or as specified in Article XII.

#### **Section L2.2 - Watch Engineers**

It shall be their duty to operate, maintain and repair boilers, heating apparatus, compressors, refrigeration and air conditioning equipment, pumps, fans or any other equipment associated with or appurtenant to the air conditioning plant, and, when adequately informed concerning proper operating procedures, to operate electric substation and fire lines (excluding the main power pad) and to maintain other building mechanical equipment subject to the Company's existing policy of having major overhauls performed by specialized outside contractors.

No Company air conditioning equipment shall be operated by any person other than an employee of the Company as hereinbefore defined, except that the Supervisor of the Air Conditioning Department shall be permitted to operate the equipment in cases of emergency and for tests, but he or she shall not be permitted to stand a regular watch to which a Watch Engineer would normally be assigned. Air conditioning equipment for the purpose of this Agreement shall be defined as all of those facilities of the Company in Los Angeles and Burbank used in air conditioning functions or appurtenant thereto.

An employee classified as Watch Engineer-Electrician, shall, in addition to duties required of Watch Engineers, be skilled in repair of electrical equipment and shall possess a valid Electric Maintenance license from the City of Burbank.

On any scheduled work shift on which two (2) or more Watch Engineers are on duty, one of the Watch Engineers will be classified as a "Lead Person." The Company will assign a "Lead Person" on a daily basis and will rotate such assignment among the Watch Engineers on duty.

#### Section L2.3 - Plant Maintenance Mechanics (Electricians, Plumbers and Carpenters)

Plant Maintenance Mechanics-Electricians shall continue to perform a variety of building maintenance, repair work and installations such as maintenance and repair of wiring and the testing of emergency generators and related storage batteries.

Plant Maintenance Mechanics-Plumbers shall continue to perform a variety of building maintenance, repair work and installations such as the maintenance and repair of piping, drains and bathroom facilities.

Plant Maintenance Mechanics-Carpenters shall continue to perform a variety of building maintenance, repair work and installation such as assembling and disassembling of furniture, erecting or disassembling steel shelves and the incidental preparation of office areas for movers, painters, carpet layers, etc.

The foregoing shall not preclude any Plant Maintenance Mechanic, whether Electrician, Plumber or Carpenter, from continuing to perform other plant maintenance functions.

#### Section L2.4

Plant Maintenance-type work (e.g., electrical, plumbing repair, minor carpentry, etc.) may be performed by members of the Air Conditioning unit where the person performing the work has the requisite skills and ability to perform the assigned task. Similarly, members of the Plant Maintenance unit may be assigned to perform Air Conditioning-type duties, provided that the employee assigned has the requisite skills and ability to perform the assigned task.

Plant Maintenance employees may be assigned to perform work, as they have in the past, in house electrical panels. However, the assignment of this work to Plant Maintenance employees is not in any way meant to impair the right of the Company to contract this work to outside firms as heretofore, and the Union agrees that the Company retains the right to contract this work to outside firms.

## Section L2.5 (RESERVED)

## Section L2.6 - Plant Maintenance Helpers

They shall assist the Plant Maintenance Mechanic in the performance of his or her work, in accordance with the existing trade practices.

## Section L2.7

Plant Maintenance Helpers may be assigned for the purpose of relamping electrical fixtures and for handling the movement of office furniture and deliveries of incoming supplies.

## Section L2.8

Plant Maintenance employees and Air Conditioning employees shall constitute separate seniority groups for purposes of layoff, rehiring and vacations.

# L-III CLASSIFICATIONS AND WAGE SCALES

## Section L3.1

The minimum wage scales shall be as follows:

	4/01/19	4/01/20	4/01/21
Apprentice Engineer			
0-1 years	880.00	902.00	924.50
1-2 years	1,010.50	1,036.00	1,062.00
Watch Engineer			
0-1 years	1,076.50	1,103.50	1,131.00
1-2 years	1,151.00	1,180.00	1,209.50
2-3 years	1,221.00	1,251.50	1,283.00
3 years and over	1,467.00	1,503.50	1,541.00
Lead Man (\$2.00 per day above watch engineer)	1,477.50	1,514.50	1,552.50
Watch Engineer Mechanic	1,517.50	1,555.50	1,594.50
Watch Engineer Electrician	1,517.50	1,555.50	1,594.50

Senior Air Conditioning Mechanic	1,616.00	1,656.50	1,698.00
Senior Engineer	1,680.50	1,722.50	1,765.50
Plant Maintenance Mechanics (Electricians, Plumbers)			
0-1 years	1,113.50	1,141.50	1,170.00
1-2 years	1,186.50	1,216.00	1,246.50
2-3 years	1,260.00	1,291.50	1,324.00
3 years and over	1,517.50	1,555.50	1,594.50
Sr. Plant Maintenance Mechanic	1,680.50	1,722.50	1,765.50
Plant maintenance Helper			
0-1 years	880.00	902.00	924.50
1-2 years	936.50	960.00	984.00
2 years and over	1,162.50	1,191.50	1,221.50

#### Section L3.2

Each Watch Engineer-Electrician or Plant Maintenance Mechanic who holds a license as a Journeyman Electrician or a Journeyman Plumber will receive a pay differential of \$5.00 per week. Similarly, in the future, if any employee in this unit is required by the Company to hold such a license, then that employee will receive a pay differential of \$5.00 per week.

### **L-IV UPGRADING AND WATCH ASSIGNMENTS**

#### Section L4.1

Preferential consideration will be given to Unit Seniority in upgradings.

#### Section L4.2

All vacant watches in Air Conditioning shall be posted for bidding for not less than five (5) days prior to the permanent filling of such watch. Unit Seniority shall govern. However, the Company shall have the sole right to designate the work schedules for the Senior Engineer, Senior Air Conditioning Mechanic and all other air conditioning employees assigned to full-time maintenance work pursuant to the provisions of this Agreement.

#### Section L4.3 (RESERVED)

#### Section L4.4

In filling vacancies in any classification covered by the Master Agreement, the Company will give consideration to employees covered by this Agreement who apply to fill such vacancies in the home office in which they are employed; provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration.

#### Section L4.5

Upgraded personnel who temporarily replace other upgraded personnel for vacations or illness shall likewise be temporarily replaced for days of vacation or illness. Section 12.3(c) of the General Articles shall not be applicable to such upgrades.

### **L-V SEVERANCE PAY**

#### Section L5.1

Employees in this unit shall be covered by the "Special Severance" Sideletter (1).

## **M. NEWSWRITERS AGREEMENT LOS ANGELES**

### **M-I SCOPE OF UNIT**

#### **Section M1.1**

The term "employee" as used in this Agreement applies to all News and News Special Events Writers now or hereafter engaged by the Company at its Los Angeles office to write, rewrite, condense, process or edit news material and to all Editorial Assistants now or hereafter engaged by the Company in the News Department at its Los Angeles office. Not included are commentators who under individual contract with the Company write and broadcast their own material (referred to herein as "newspersons"), provided, however, that nothing shall preclude such individuals from writing and/or otherwise preparing news material (including, but not limited to, intros, lead-ins, lead-outs and/or closes) for their own and/or others' on-the-air use (whether or not such material is broadcast by them).

The scope of this Agreement does not extend to programs produced by package producers acting as independent contractors or to programs produced by sponsors or advertising agencies who employ persons who perform all or any portion of the duties described above.

Nothing contained in this Agreement shall prevent management or supervisory personnel from performing the duties described herein during a period of a major news emergency when staff Newswriters are not immediately available or adequate in number.

Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, management or supervisory personnel may, on an infrequent basis, because of their knowledge of the particular subject matter or time constraints where NABET-CWA-represented News and Special Event Writer(s) are not readily available in sufficient numbers, prepare news material for broadcast.

The term "news material" as used in this Agreement includes sports news and weather news.

#### **Section M1.2**

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any person who is employed at another office of the Company primarily for the purpose of preparing news material may temporarily perform, at the Los Angeles office, all or a portion of the duties which the person normally performs at his or her office. Such employees shall not be assigned to the Los Angeles office for the purpose of replacing Los Angeles-based NABET-CWA-represented Newswriters.

## **M-II DUTIES**

### **Section M2.1**

(a) The only exclusive duties of News and News Special Event Writer(s) shall be the original writing of news material for news programs produced by the News and News Special Events Department of the Company (excluding news documentary programs or auditions, and programs prepared by newsmen), except that (i) newsmen may write and/or otherwise prepare news material (including, but not limited to, intros, lead-ins, lead-outs and/or closes) for their own and/or others' on-the-air use (whether or not such material is broadcast by them), and (ii) Senior Producers in Network and Local News; the Assistant News Director, Producers (of shows) and Managing Editor in Local News; and Executive Producers in Network and Local News may write news material for any use or purpose, and (iii) other Producers, including, but not limited to, Field Producers, may also write any such material, but only for any elements, portions, segments, inserts, stories or pieces arising out of or in connection with their producing work. It is understood that the exceptions in (ii) and (iii) apply to successor titles and persons performing similar functions.

Nothing in this Agreement shall preclude the Company from assigning any non-exclusive duties to News and News Special Events Writer(s), including, but not limited to, producing (including field producing), previewing and/or screening recorded (film and tape) news material, supervising its editing, and taking any notes (including the creation of a log) with respect to such material.

(b) Editorial Assistants shall continue to perform a variety of general duties, to assist the News staff, to the same extent as heretofore performed. These duties may include, but shall not be limited to, monitoring and mechanical attendance to News Department teletype, photofax, and xerox machines; arranging, distributing and filing of wire copy, scripts, rundowns, and other news-associated material; monitoring and logging incoming news programs or news segments; telephone checking as assigned; arranging for graphics; messenger duties to a degree no greater than heretofore; assisting in answering and placing telephone calls; and other general duties of a similar nature related to the News operation.

### **Section M2.2**

(a) The Company shall designate unit employees as Assignment Editors at the same staffing level in effect as of February 10, 2012. The Company may assign them to perform any assignment desk duties on a non-exclusive basis and/or any other functions permissible under this Agreement. Assignment desk duties may include, but shall not be limited to, participating in future planning of news coverage, making camera, reporting and writing assignments, checking out stories, directing bulletin coverage, editing news material, supervising newsroom activities. Nothing shall

preclude managerial or supervisory personnel from performing any assignment desk duties or functions. However, the absence of a designated Assignment Editor shall not require the assignment of another Assignment Editor even though assignment desk functions are being performed.

(b) The Company may designate an Editorial Assistant to act as a "Senior Editorial Assistant" and who shall perform duties as assigned by management which are appropriate and consistent with past practice.

### **M-III CLASSIFICATIONS AND WAGE SCALES**

#### **Section M3.1**

Groups for the purposes of classification and minimum wage scales shall be as follows:

#### **Editorial Assistants**

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Editorial Assistants			
0 – 6 months	738.00	756.60	775.50
6 months & over	802.00	822.00	842.50
Senior Editorial Assistant	843.00	864.00	885.50
Part-time (per hour)	19.00	19.50	20.00

#### **Group 2**

Newswriter

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Newswriter			
0 – 6 months	1,163.50	1,192.50	1,222.50
6 – 18 months	1,634.00	1,675.00	1,717.00
18 months & over	1,833.00	1,879.00	1,926.00



**Group 3**

Newswriter

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Newswriter			
0 – 6 months	1,224.50	1,255.00	1,286.50
6 – 18 months	1,695.00	1,737.50	1,781.00
18 months & over	1,928.50	1,976.50	2,026.00

**Group 5**

Assignment Editor

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Assignment Editor			
0 – 6 months	1,270.50	1,302.50	1,335.00
6 – 18 months	1,741.50	1,785.00	1,829.50
18 months & over	1,972.50	2,022.00	2,072.50

**Group 6**

KNBC-TV Producer (1/2 hour)

Sky News Producer

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
KNBC – TV			
Producer (1/2 hour)			
0 – 6 months	1,333.00	1,366.50	1,400.50
6 – 18 months	1,806.00	1,851.00	1,897.50
18 months & over	2,037.50	2,088.50	2,140.50

**Group 7**

KNBC-TV Producer (1 hour)

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
KNBC – TV Producer (1 hour)			
0 – 6 months	1,375.50	1,410.00	1,445.50
6 – 18 months	1,849.50	1,895.50	1,943.00
18 months & over	2,070.00	2,122.00	2,175.00

**Group 8**

Video Journalists

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Video Journalist	2,236.00	2,292.00	2,349.50

The classification of employees in this Article is solely for the purpose of establishing minimum wage scales and does not constitute a grant of jurisdiction. The Company shall not be required to employ or assign one (1) or more employees to each of the classifications or groups set forth above in this Article.

## Section M3.2

- (a) Employment as a staff Newswriter by any nationwide radio or television network shall be deemed employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to Newswriters hereafter engaged.
- (b) Employment for a period of three (3) years as
  - (1) a reporter or rewrite person on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
  - (2) a Newswriter on the staff of A.P., U.P., I.N.S. or U.P.I., in any city of 500,000 population or more, or

- (3) a Newswriter on the staff of a 50,000-watt radio station in any city of 500,000 population or more, or
- (4) a Newswriter on the staff of any VHF television station in a city of 500,000 population or more.

## **M-IV (RESERVED)**

## **M-V CREDITS**

### **Section M5.1**

The Company shall give video credits to the Newswriter for each television program he or she writes of fifteen (15) minutes or longer in duration and audio credit to the Newswriter for each radio program he or she writes of fifteen (15) minutes or longer in duration, except where the special circumstances of the show make it inappropriate to give such credit, or where the Newswriter prefers otherwise. On a program broadcast two (2) or more times a week where written by the same Newswriter, credit need be given only once a week on such programs to said Newswriter. Where such credit is not given in any week, credits must be given twice in the following week. Assignment Editors shall continue to receive video credits in accordance with present practice. Where the exigencies of time make such credit impracticable, failure to give credit shall not be considered a breach of this Agreement. Notwithstanding anything to the contrary in this provision, on any program(s) where no air credits are given to any other employees, no video credit need be given at any time to a Newswriter or Assignment Editor.

## **M-VI USE OF MATERIALS**

### **Section M6.1**

All materials written as part of the Newswriter's assigned work on programs or auditions produced by the News Department of the Company shall belong to the Company, which shall have sole ownership and right and use of all such materials for all purposes for all time.

All materials written on the Newswriter's own time shall belong exclusively to the Newswriter, who shall retain full title therein and who shall have the right at any time to use or dispose of such material for his or her own benefit and advantage, provided, however, that any material which is destined for use on any competing broadcasting station or competing broadcasting network shall not bear the Newswriter's name or Company connection

## **M-VII SENIORITY**

### **Section M7.1**

Unit Seniority shall continue to be measured in the Unit in the Company office. News and News Special Event Writers and Editorial Assistants shall constitute separate seniority groups for purposes of layoff, rehiring and vacations.

## Section M7.2

Whenever layoffs of employees occur under Section 11.6 that may affect an employee who is then currently assigned to a series of sponsored programs, NABET-CWA will in good faith consider and discuss with the Company any request for a waiver of the provisions of Section 11.6 to the extent necessary to enable the Company to continue the assignment of such employee to said series of sponsored programs.

## Section M7.3

- (a) When layoffs (reductions in force) of employees are to be made in any seniority group, the Company, in its sole discretion, shall determine the number of employees to be laid off. If such layoff shall be confined solely to temporary employees, the Company shall have the absolute right of selection among such employees. If such layoff shall involve both temporary and regular employees, the Company shall lay off all temporary employees and then lay off regular employees in inverse order of Unit Seniority, as defined in Section 11.3, in accordance with Section M7.3(b).
- (b) If a layoff shall involve regular employees, such layoff shall proceed in inverse order of Unit Seniority in each seniority group; provided, however, that the Company may, starting from the bottom of the seniority list for each layoff, protect up to twenty-five percent (25%) of the employees in the unit by seniority group, irrespective of their seniority. The number of employees to be protected shall be rounded upward to the nearest whole number, but shall in no event be less than one (1). Prior to each layoff, the Company shall notify the Union of the names of the employees who are to be protected from that layoff. 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 paragraph 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 the Master Agreement. 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 has already been paid shall be due and owing to the Company.
- (d) Section 11.6(a) and (b) shall not be applicable to employees covered by Contract M.

## **M-VIII HOURS OF WORK AND MEAL PERIODS**

### **Section M8.1**

Section 8.1 of the General Articles shall be applicable to all employees covered by this Agreement.

### **Section M8.2**

Section 8.6(a) of the General Articles is revised to the extent that an Editorial Assistant's days off may be changed in the case of illness of another Editorial Assistant, provided such change is made prior to commencement of the scheduled nine (9) day period.

## **M-IX PRODUCERS**

### **Section M9.1**

- (a) Nothing contained herein shall be deemed to require that a Producer (i.e., a Newswriter assigned as a Producer or any other person assigned as Producer) must be assigned to each program, nor shall anything contained herein be deemed in any way to confer on members of the bargaining unit jurisdiction over producing news programs, or producing elements, portions, segments, inserts, stories or pieces for such programs.
- (b) In no event will a producer upgrade be required for producing elements, portions, segments, inserts, stories or pieces for programs.

## **M-X UPGRADING OF EDITORIAL ASSISTANTS**

### **Section M10.1**

- (a) The Company and the Union recognize the desirability of establishing opportunities for Editorial Assistants to obtain training in duties ordinarily performed by Newswriters. This may include the rotation of assignments to different units of operations. It is understood, however, that the Company shall not be obligated to promote Editorial Assistants to regular Newswriter positions, except as may be required by the upgrading provisions set forth below.
- (b) As part of their training, Editorial Assistants may perform limited Newswriter duties of a routine nature. In addition, an Editorial Assistant may be assigned to write individual items of greater importance, so that he or she may gain experience and be given instruction and criticism.
- (c) The duties set forth in the paragraph above may be performed by Editorial

Assistants without upgrading. However, if the Union believes that such additional assignments are being misused to the extent that an Editorial Assistant is regularly performing the general functions of a Newswriter, the Company, after due notice from the Union, will discontinue such practice with regard to such Editorial Assistant, unless when such functions are performed, the Editorial Assistant is upgraded in accordance with the provisions below.

- (d) An Editorial Assistant who is temporarily transferred to a Newswriter position shall be paid during the period of the transfer for not less than a full tour of duty, except that such upgrading shall not apply to meal period or personal relief unless such relief exceeds two (2) hours in that tour.
- (e) Regular Editorial Assistants in the employ of the Company as Editorial Assistants as of November 10, 1984, who are upgraded for a total of more than seventy-eight (78) weeks, not necessarily consecutive, shall be given the first available regular Newswriter position.

Such Editorial Assistants who are upgraded for more than fifty-two (52) weeks will be given at least one (1) written evaluation of their performance as a Newswriter. It is not the intent of the Company to schedule for the purpose of deliberately avoiding giving such an Editorial Assistant a Newswriter classification on a regular basis.

- (f) An Editorial Assistant who is temporarily transferred to a Newswriter position shall be paid the applicable Newswriter rate equal to or next above his or her salary at the time of transfer.
- (g) An Editorial Assistant who has been upgraded to a Newswriter position on a permanent basis shall, for a period of one (1) year after such upgrading, retain the Unit Seniority of his or her Editorial Assistant classification, and the Unit Seniority acquired in the Newswriters classification shall be added to that of the Editorial Assistant classification for the purposes of determining his or her Unit Seniority within the lower grade. In the event of a layoff in the Newswriter classification, such an Editorial Assistant who may be affected because of lack of Unit Seniority in the Newswriter classification shall have the right to transfer on the basis of Unit Seniority to the Editorial Assistant classification at the maximum rate provided therefor. It is understood that this procedure may require the layoff of another Editorial Assistant with less Unit Seniority. After a period of one (1) year in a regular Newswriter position, however, such "bumping" right shall not be available to the Editorial Assistant, and he or she shall have only the Unit Seniority obtained in the Newswriter classification.
- (h) In filling News or News Special Events Writer vacancies, the Company will give consideration to Editorial Assistants who apply to fill such vacancies.

## **M-XI TEMPORARY**

### **Section M11.1**

Editorial Assistants employed by the Company after November 10, 1984 will be employed for a maximum period of eighteen (18) months and shall be deemed temporary employees. Temporary employees may be discharged or laid off in the sole discretion of the Company. Such temporary Editorial Assistants who have not been promoted to a regular Newswriter or other position during the eighteen (18) month period will be released by the Company.

Such temporary Editorial Assistants who have been upgraded to Newswriter for more than sixty (60) days subsequent to January 1, 1985 will receive at least one (1) written evaluation of their performance as a Newswriter.

All temporary Editorial Assistants shall be entitled to one (1) day of vacation pay for each thirty (30) calendar days of temporary service during that year, or to the equivalent time off with pay by mutual consent of the Company and employee, in lieu of the provisions of Article XIX. Sections 3.5, 3.6, 3.7, Article XIV, Article XV, Article XIX, and Stipulation 22 shall not apply to such temporary Editorial Assistants.

## **M-XII (RESERVED)**

## **M-XIII PART-TIME EMPLOYEES**

### **Section M13.1**

The Company may hire part-time Editorial Assistants at the rate of (see Wage Schedule in M3.1) per hour. Such employees shall normally be employed for no more than twenty (20) hours per week. Articles VIII, X, XI, XIV, XV, XVIII, XIX, and XXII shall not be applicable to such employees. However, such employees shall receive one and one-half (1-1/2) times the rate set forth above for work in excess of eight (8) hours a day. Part-time Editorial Assistants who have completed eight hundred (800) hours of work within one (1) calendar year shall be eligible to receive forty (40) hours of vacation with pay. Part-time Editorial Assistants who have completed sixty (60) or more working days during a year's period shall be enrolled under the Company's insurance and medical plans at the expiration of the sixtieth (60th) day of employment.



## Section M13.2

The Company will give good-faith consideration to Part-time Editorial Assistants for temporary Editorial Assistant positions such as vacation relief.

### SIDELETTER M-1

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, NABET-CWA-represented staff Newswriters on the payroll as of June 13, 1996 will not be required to convert to non-unit status to retain their current positions (e.g., Nightly News Broadcast Producer or 6 o'clock Producer). However, in the event of reassignment of current NABET-CWA-represented staff Producers (of shows) in Local News and Senior Producers in Local and Network News (as those Producer positions are generally understood in the Industry) within such positions, all of which require the exercise of managerial and/or supervisory authority, said Newswriters may be required to convert to non-unit status, but only if they applied for or requested such reassignment.

Furthermore, except for such positions as Producer (of shows) in Local News and Senior Producer in Local and Network News which require the exercise of managerial and/or supervisory authority, NABET-CWA-represented staff Newswriters will not be required to convert to non-unit status as a condition for selection for positions to which Newswriters have been traditionally or customarily assigned. Neither the Company nor the Union shall exert any undue influence upon any Newswriters who are considering whether to convert to non-unit status. Moreover, nothing herein shall affect the Company's right of employee selection or to make work assignments.

While no Newswriter will be guaranteed a specific work assignment, it is the Company's objective to use the journalistic skills, abilities and experience of members of the bargaining unit. In furtherance of that objective, the Company will continue to make reasonable efforts to provide a range of assignments for the unit as a whole which reflects the variety of duties which have been traditionally and customarily performed by the television Newswriters in the unit.

At any time during the term of the Agreement, the Union may grieve in accordance with Article XX the lack of reasonableness of the Company's efforts hereunder in an arbitration before the Impartial Umpire. However, to prevail in such proceeding, the Union must prove that, over a period of at least six (6) months, the Company has not made a range of assignments to unit personnel which reflects the variety of duties that have been traditionally and customarily performed by television Newswriters in the unit. If the Union meets this burden, the Umpire may only direct the Company to comply with the "reasonable efforts" standard contained in this Sideletter as a remedy for the first violation.

#### SIDELETTER M-2

With respect to persons employed as regular staff employees in the Los Angeles Newswriters Unit as of November 5, 1984, whose jobs may be eliminated because of the use of a computerized newsroom system, the Company agrees to make a good-faith effort to find other positions in Los Angeles; provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration. This shall not be construed, however, as indicating any commitment to secure another position for any such employee.

#### SIDELETTER M-3

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, management or supervisory personnel may perform any work in connection with teases and auditions.

#### SIDELETTER M-4

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any person may perform any Editorial Assistant duties.

#### SIDELETTER M-5

This Sideletter applies to regular NABET-CWA-represented staff Newswriters, and to Editorial Assistants employed by the Company prior to November 10, 1984 (hereafter, for purposes of this Sideletter only, included under the term "Newswriters"), under the M Contract. The parties recognize that the continued employment of such employees could be affected by the changes in this contract made during the 1994 negotiations. Accordingly, it is agreed as follows:

The Company shall give consideration for daily employment as a Newswriter to any laid-off M Contract employee with recall rights in the M bargaining unit who notifies the Company at the time of the layoff, and each six (6) months thereafter, that he or she desires to work on a daily basis in that unit, provided that any such employee(s), in the sole discretion of the Company, possesses the skills and abilities necessary to do the specific work involved.

## **N. NEWSWRITERS AGREEMENT NEW YORK**

### **N-I SCOPE OF UNIT**

#### **Section N1.1**

- (a) This Agreement covers all staff Radio and Television Newswriters (including those staff Newswriters assigned to perform the functions of a News Editor or a Producer), and all staff News and Feature Assistants, and all Desk Assistants, now or hereafter employed by the Company's New York office, who perform the duties set forth in Article N-II of this Agreement.
  - (b) The scope of this Agreement does not cover:
    - (1) Staff radio and television continuity writers.
    - (2) Staff publicity writers.
    - (3) Staff promotion writers.
    - (4) Department heads, managers, assistant managers and all other supervisors as defined in the National Labor Relations Act.
    - (5) Persons who write and/or otherwise prepare news material for their own on-the-air use, including previewing and supervising the editing of film or tape gathered by themselves for which they write and narrate a report (referred to herein as "newspersons"); provided, however, that nothing shall preclude such individuals from writing and/or otherwise preparing news and/or feature materials (including, but not limited to, intros, lead-ins, lead-outs and/or closes) for their own and/or others' on-the-air use (whether or not such material is broadcast by them).
- (The Award of October 25, 1979 in AAA Case No. 1330-1245-78 (Dudnick) is null and void and of no further force and effect.)
- (c) Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any person who is employed at another office of the Company primarily for the purpose of preparing news material may temporarily perform, at the New York office, all or a portion of the duties which the person normally performs at his or her office. Such employees shall not be assigned to the New York office for the purpose of replacing New York-based NABET-CWA-represented Newswriters.

## N-II DUTIES

### Section N2.1

- (a) The only exclusive duties of Newswriters shall be the original writing of news and feature materials for live and recorded (film or tape) news, news special events and other news actuality programs (excluding documentaries and auditions), except that (i) newsmen may write and/or otherwise prepare news and/or feature materials (including, but not limited to, intros, lead-ins, lead-outs and/or closes) for their own and/or others' on-the-air use (whether or not such material is broadcast by them); and (ii) Senior Producers in Network and Local News, the Assistant News Director, Producers (of shows) and Managing Editor in Local News, and Executive Producers in Network and Local News may write news and/or feature materials for any use or purpose; and (iii) other Producers, including, but not limited to, Field Producers, may also write any such materials, but only for any elements, portions, segments, inserts, stories or pieces arising out of or in connection with their producing work. It is understood that the exceptions in (ii) and (iii) apply to successor titles and persons performing similar functions.

(The Consent Award in NN80-69N, the Agreements dated 12/12/91 and 2/26/93, and the Settlement of NN92-68N, et al., including any grievance(s) filed prior to and/or thereafter with respect to such Settlement, shall be null and void and of no further force and effect.)

- (b) Nothing in this Agreement shall preclude the Company from assigning any non-exclusive duties to Newswriters, including, but not limited to, producing (including field producing), previewing and/or screening recorded (film and tape) news and/or feature materials, supervising its editing, and taking any notes (including the creation of a log) with respect to such materials.
- (c) The Company shall designate unit employees as Assignment Editors in Network News and in Local News at the same staffing level in effect as of February 10, 2012. The Company may assign them to perform any assignment desk duties on a non-exclusive basis and/or any other functions permissible under this Agreement. Assignment desk duties may include, but shall not be limited to, participating in future planning of news coverage; making camera, reporting and writing assignments; checking out stories; directing bulletin coverage; editing news material; supervising newsroom activities. Nothing shall preclude managerial or supervisory personnel from performing any assignment desk duties or functions. However, the absence of a designated Assignment Editor shall not require the assignment of another Assignment Editor even though assignment desk functions are being performed.
- (d) Nothing in the Master Agreement, or in any other agreements, grievance settlements, arbitration awards or past practice shall be deemed to require that a Producer (i.e., a

NewsWriter assigned as a Producer or any other person assigned as Producer) must be assigned to any program or to any elements, portions, segments, inserts, stories or pieces.

- (e) Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, news management or supervisory personnel, may, on an infrequent basis, because of their knowledge of the particular subject matter or time constraints where NABET-CWA-represented NewsWriters are not readily available in sufficient numbers, prepare news and/or feature materials for broadcast.
- (f) Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any person may perform any of the duties previously performed by News and Feature Assistants and Desk Assistants.
- (g) In major news emergencies, during which staff NewsWriters are not immediately available or adequate in number, department heads, managers and assistant managers or other supervisors as defined in the Act may perform the original news and/or feature writing duties of staff Radio and Television NewsWriters. It is understood, however, that in any event "news interrupt bulletins" may be written by management personnel.
- (h) The Company will not ask NewsWriters to write commercial copy.

### **N-III CLASSIFICATIONS AND WAGE SCALES**

#### **Section N3.1**

Groups for the purposes of classification and minimum wage scales shall be as follows:

#### **Group 2**

Network

WNBC-TV

NewsWriter

NewsWriter

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Newswriter			
0-6 months	1,163.50	1,192.50	1,222.50
6-18 months*	1,634.00	1,675.00	1,717.00
18 months & over	1,833.00	1,879.00	1,926.00

\*For employees who were receiving fees as of August 14, 1990, the rate after 12 months shall be \$16.80 above the applicable Group 2 pay escalator step.

**Group 3**

Network  
Field Producer

WNBC-TV  
Field Producer

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Field Producer			
0-6 months	1,224.50	1,255.00	1,286.50
6-18 months	1,695.00	1,737.50	1,781.00
18 months & over	1,928.50	1,976.50	2,026.00

**Group 5**

Network  
Sunrise Newswriter  
Skynews Tape Producer  
Assignment Editor  
Field Producer

WNBC-TV  
Assignment Editor  
Associate Producer  
(1/2 hour)

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Sunrise Newswriter / Assignment Editor			
0-6 months	1,270.50	1,302.50	1,335.00
6-18 months	1,741.50	1,785.00	1,829.50
18 months & over	1,972.50	2,022.00	2,072.50

**Group 6**NetworkWNBC-TV

Nightly Newswriter  
 Weekend Nightly Newswriter  
 Specials Newswriter  
 Today Feature Writer  
 Today Hard News Writer  
 Sunday Today Feature Writer  
 Sunday Today Hard Newswriter  
 Sunrise Tape Producer  
 Weekend Nightly Tape Producer  
 Skynews Producer

Associate Producer (1 hour)  
 Producer (1/2 hour)

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Nightly Newswriter / Associate Producer			
0-6 months	1,333.00	1,366.50	1,400.50
6-18 months	1,806.00	1,851.00	1,897.50
18 months & over	2,037.50	2,088.50	2,140.50

**Group 7**NetworkWNBC-TV

Weekend Nightly Producer  
 Nightly Tape Producer  
 Today Tape Producer  
 Sunday Today Producer  
 Sunrise Producer

Producer (1 hour)

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Weekly Nightly Producer/ Producer (1 hour)			
0 – 6 months	1,375.50	1,410.00	1,445.50
6 – 18 months	1,849.50	1,895.50	1,943.00
18 months & over	2,070.00	2,122.00	2,175.00

## **Group 7A**

### Network

Nightly Producer

Today Producer

Sunday Today Senior Producer

Weekend Nightly Senior Producer

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Nightly Producer			
0 – 6 months	1,396.50	1,431.50	1,467.50
6 – 18 months	1,869.50	1,916.00	1,964.00
18 months & over	2,090.00	2,142.50	2,196.00

## **Group 8**

Video Journalists

Minimum Wage Scale:

	4/01/19	4/01/20	4/01/21
Video Journalist	2,236.00	2,292.00	2,349.50

The classification of employees in this Article is solely for the purpose of establishing minimum wage scales and does not constitute a grant of jurisdiction. The Company shall not be required to employ or assign one (1) or more employees to each of the classifications or groups set forth above in this Article.

Pay classifications for an employee(s) assigned to a new Network commercial news program(s) shall be established by the Company, taking into account the length and type of such new program(s), the nature and complexity of the specific duties to be performed for such new program(s) and the classifications previously established for comparable duties performed for similar programs. If, after the Company establishes such classification(s), the Union wishes to review it, the parties shall meet at the earliest mutually convenient time to discuss the matter.

In the event the Union alleges that the Company has not applied the above criteria in establishing the classification, the Union may refer the matter to arbitration in accordance with the provisions of Article XX. In the arbitration proceeding, the arbitrator's authority shall be limited to determining whether the Company applied the above criteria in establishing the classification, which shall not include the power to establish such classification.



Any Newswriter who, as of March 31, 1976, was receiving a staff salary in excess of the then-applicable basic staff salary, but not more than Fifty Dollars (\$50.00) in excess of such basic staff salary, shall receive the same dollar amount of overscale payment under this Agreement.

### Section N3.2

Employment as a staff Newswriter by any nationwide radio or television network or by Station WWOR, Station WNEW or Station WINS shall be deemed to be employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to Newswriters hereafter engaged.

### Section N3.3

Employment as a freelance Newswriter by ABC, Inc.; CBS, Inc.; NBCUniversal Media, LLC; or Mutual Broadcasting System, Inc. to write news programs for network or New York local programs shall be deemed employment as a Newswriter by the Company in determining the minimum salary applicable under the foregoing schedule to Newswriters currently employed or hereafter engaged; provided that the Company shall have been informed of such experience prior to employing such Newswriter, and further provided that (a) only employment for thirteen (13) weeks or more on any one (1) news program shall be taken into account, and (b) employment concurrently on two (2) or more programs during any given period shall be taken into account only once for the purposes thereof.

Employment for a period of three (3) years as:

- (a) a reporter or rewrite person on the staff of a metropolitan daily newspaper with a circulation of at least 100,000 copies, or
- (b) a Newswriter on the staff of A.P., U.P., I.N.S., or U.P.I. in any city of 500,000 population or more, or
- (c) a Newswriter on the staff of a 50,000-watt radio station in any city of 500,000 population or more, or
- (d) a Newswriter on the staff of any VHF television station in a city of 500,000 population or more, shall entitle any Newswriter engaged hereunder to at least twelve (12) months' credit for purposes of applying the foregoing salary schedule.

## **N-IV (RESERVED)**

### **N-V WORK SCHEDULE, HOURS AND PENALTIES**

#### **Section N5.1**

- (a) There shall be a minimum of twelve (12) 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.
- (b) A day off shall consist of thirty-six (36) hours off consecutively and two (2) days off, sixty (60) hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at Five Dollars (\$5.00) per hour, for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be Ten Dollars (\$10.00) 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.

#### **Section N5.2**

Today Show feature Writers under this Agreement shall not be covered by Article X. However, in the event such Writers are assigned to perform duties for a program other than the one to which they are normally assigned, they shall receive, if applicable, night shift differential payments under Article X for the time they are assigned to such other program.

#### **Section N5.3**

Changes in Employee's Day or Days Off - An employee's days off as shown on the posted assignment schedule will not thereafter be changed for the period of such schedule.

#### **Section N5.4**

The Company agrees to use its best efforts to work out a method of rotation for employees who have had an "overnight" assignment for more than six (6) consecutive months. In any event, a Writer who has had an "overnight" assignment without rotation for more than six (6) consecutive months will, at his or her request, be taken off the "overnight" assignment for at least twenty-six (26) weeks from the day of his or her removal from the "overnight" assignment.

## **N-VI SENIORITY**

### **Section N6.1 (RESERVED)**

### **Section N6.2**

Seniority for purposes of layoffs and rehires shall be measured from the first (1st) day of the month the individual was employed in the bargaining unit, including the predecessor bargaining unit (herein called Unit Seniority); provided, however, that in the case of an employee who has established seniority rights within the bargaining unit and is or has been transferred to a position in the Company not covered by this Agreement, such employee shall be deemed to have retained seniority previously acquired within the bargaining unit if he or she returns to the bargaining unit within three (3) years.

### **Section N6.3 (RESERVED)**

### **Section N6.4**

- (a) When layoffs (reductions in force) of employees are to be made in the unit, the Company, in its sole discretion, shall determine the number of employees to be laid off. If such layoff shall be confined solely to temporary employees, the Company shall have the absolute right of selection among such employees. If such layoff shall involve both temporary and regular employees, the Company shall lay off all temporary employees and then lay off regular employees in inverse order of Unit Seniority, as defined in Section 11.3, in accordance with Section N6.4(b).
- (b) If a layoff shall involve regular employees, such layoff shall proceed in inverse order of Unit Seniority; provided, however, that the Company may, starting from the bottom of the seniority list for each layoff, protect up to twenty-five percent (25%) of the employees in the unit, irrespective of their seniority. The number of employees to be protected shall be rounded upward to the nearest whole number, but shall in no event be less than one (1). Prior to each layoff, the Company shall notify the Union of the names of the employees who are to be protected from that layoff. 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 paragraph 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 to under the Master Agreement. 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 has already been paid shall be due and owing to the Company.

- (c) In the event the Company wishes to engage employees, it shall notify the Union and the Company shall reemploy, in order of their Unit Seniority, any regular employees who were laid off, provided that a vacancy occurs within twelve (12) months of a layoff and that any laid-off employees had at least one (1) year of seniority at the time of their layoff.

The rehire rights described above shall apply only to employment which, at the time of hiring, is anticipated to be for periods in excess of four (4) consecutive weeks and shall be conditioned upon and subject to the Company's sole discretion that the employee(s) eligible for rehire possess(es) the skills and abilities necessary to perform the work involved in the position(s) to be filled. An employee will be presumed to possess the requisite skills and abilities if the position to be filled is one which the employee was regularly performing at the time of his or her layoff.

- (d) (1) An employee on layoff has sole responsibility to keep the Company and the Union notified as to his or her current address.
- (2) The Company shall notify an employee on layoff, who has rehiring rights under Section N6.4(a), of job availability. This will be done by Registered Mail (Return Receipt Requested), and the employee is required to respond to the Employment Office of the Company within one (1) week of receipt of notification of his or her intention to accept or decline the job.
- (3) Failure of the employee to respond within one (1) week after receipt of recall notice will nullify the employee's recall rights to the job(s) offered.
- (4) If the employee responds to the effect that he or she cannot accept a temporary job but wishes to consider future job offers within his or her recall period, the Company will again notify the employee as in (2) and (3) above. If the employee responds to the effect that he or she cannot accept a regular job, he or she shall thereafter lose his or her recall rights. For the purposes of this recall provision, vacation relief employment anticipated (but not guaranteed) to be of six (6) months' duration shall be considered regular.
- (5) If the employee fails to respond, the Company will not be required to notify the employee relative to subsequent job openings until such time as a written response is received from the employee.

- (6) In order to expedite a recall, the Company may notify more than one (1) employee for the same vacancy, indicating the applicable order of Seniority of those also being notified.

## **N-VII USE OF MATERIALS**

### **Section N7.1**

All materials written as part of a Newswriter's assigned work on programs or auditions produced by the News Division of the Company shall belong to the Company, which shall have sole ownership and right and use of all such materials for all purposes for all time.

All materials written on the Newswriter's own time shall belong exclusively to the Writer, who shall retain full title therein, and who shall have the right at any time to use or dispose of such material for his or her own benefit and advantage, provided, however, that any material which is destined for use on any competing broadcasting station or competing broadcasting network shall not bear the Writer's name or Company connection.

## **N-VIII CREDITS**

### **Section N8.1**

The Company shall give video credit to the Newswriter for each television program he or she writes of fifteen (15) minutes or longer in duration and audio credit to the Newswriter for each radio program he or she writes of fifteen (15) minutes or longer in duration, except where the special circumstances of the show make it inappropriate to give such credit, or where the Newswriter prefers otherwise. On a program broadcast two (2) or more times a week where written by the same Newswriter, credit need be given only once a week on such programs to said Newswriter. Where such credit is not given in any week, credits must be given twice in the following week. Where the exigencies of time make such credit impracticable, failure to give credit shall not be considered a breach of this Agreement. Notwithstanding anything to the contrary in this provision, on any program(s) where no air credits are given to any other employees, no video credit need be given at any time to a Newswriter or News Editor.

The forms of credit available to the Company for Newswriters and News Editors shall be in accordance with present practice and shall not be changed except upon prior agreement between the Company and the Union.

With respect to a strip news program broadcast six (6) or seven (7) times a week, a Newswriter who is entitled to a credit for services performed on that strip news program only on week days shall receive his or her credit on one (1) of such week days, and a Newswriter who is entitled to a credit for services performed only on Saturday and/or Sunday shall receive his or her credit on one (1) of such days. In no case will credit have to be given to a Newswriter more than once during a week for any combination of days worked on that strip news program in that week

## **N-IX (RESERVED)**

## **N-X (RESERVED)**

## **N-XI VACATIONS**

### **Section N11.1**

An employee engaged between January 1st and April 30th inclusive (excluding employees hired on a temporary basis for a period not to exceed (6) months) shall receive one (1) week of vacation with pay plus such days as are due him or her by virtue of holidays. An employee engaged after April 30th (excluding employees hired on a temporary basis for a period not to exceed six (6) months) shall receive one (1) day of vacation with pay for each month he or she has been employed by the Company prior to the beginning of his or her vacation for that year, not to exceed five (5) work days plus such days as are due by virtue of holidays.

### **Section N11.2**

The vacation period shall be January 1st through December 31<sup>st</sup> inclusive each year. Prior to the start of the vacation season, the shop steward or other Union representative may meet with the appropriate Company official to discuss the Company's plans for the scheduling of vacations for the Writers covered by this Agreement. Vacation preferences within the operating group to which the employees are assigned shall be given to employees on the basis of Unit Seniority. It is understood and agreed that with respect to the scheduling of vacations within the vacation period and the necessity for vacation replacements, the Company's decision shall be final, except that if at the time the weekly work schedule is ready for posting, or thereafter, the Union or a Newswriter is of the opinion that such Writer will be required to work an unreasonable number of hours as a result of the vacation work schedule for such week, the matter may be taken up under the grievance and arbitration machinery of this Agreement.

### **Section N11.3**

Vacations shall be scheduled to commence the day following an employee's scheduled days off.

### **Section N11.4 (RESERVED)**

### **Section N11.5**

In cases governed by Sections 18.2, 18.3 and 18.5, the employee shall receive a compensating day off to be added to vacation (rather than being added consecutively with his or her regular days off) under Articles XIX and N-XI in addition to the compensation provided for in Sections 18.2 and 18.3.

## **N-XII EMPLOYMENT**

### **Section N12.1**

In filling vacancies in any classification covered by this Agreement, the Company will give advance notice to the employees in the Bargaining Unit and will give consideration to employees in any Unit covered by the Agreement who apply to fill such vacancies in the home office in which they are then employed; provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration.

(See Sideletter 9)

## **N-XIII GENERAL ARTICLES**

### **Section N13.1**

The General Articles shall be applicable to employees covered by Article N-I except for the following provisions: Sections 3.3, 3.5, 3.6, 3.7; Article VII (except Section 7.7); Sections 8.3, 8.6(a), 8.9(a) (second and succeeding paragraphs), 8.9(c), 11.6(a) and (b), 11.7, Articles XII (except Section 12.3), XVI (except Section 16.2[a]); Sections 18.4, 18.6, 18.8, 19.3, 19.4, 19.7; and Article XXV. The first paragraph of Stipulation 12(1), 12(3), and any other relevant provisions of Stipulation 12 and of the other Stipulations shall also be applicable to such employees.

### **SIDELETTER N-1**

With respect to persons employed as regular staff employees in the New York Newswriters Unit as of November 5, 1984, whose jobs may be eliminated because of the use of a computerized newsroom system, the Company agrees to make a good-faith effort to find other positions in New York; provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration. This shall not be construed, however, as indicating any commitment to secure another position for any such employee.

### **SIDELETTER N-2**

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, NABET-CWA-represented staff Newswriters on the payroll as of December 7, 1995 will not be required to convert to non-unit status to retain their current positions (e.g., Nightly News Broadcast Producer or 6 o'clock Producer). However, in the event of reassignment of current NABET-CWA-represented staff Producers (of shows) in Local News and Senior Producers in Local and Network News (as those Producer positions are generally understood in the Industry) within such positions, all of which



require the exercise of managerial and/or supervisory authority, said Newswriters may be required to convert to non-unit status, but only if they applied for or requested such reassignment.

Furthermore, except for such positions as Producer (of shows) in Local News and Senior Producer in Local and Network News which require the exercise of managerial and/or supervisory authority, NABET-CWA-represented staff Newswriters will not be required to convert to non-unit status as a condition for selection for positions to which Newswriters have been traditionally or customarily assigned. Neither the Company nor the Union shall exert any undue influence upon any Newswriters who are considering whether to convert to non-unit status. Moreover, nothing herein shall affect the Company's right of employee selection or to make work assignments.

While no Newswriter will be guaranteed a specific work assignment, it is the Company's objective to use the journalistic skills, abilities and experience of members of the bargaining unit. In furtherance of that objective, the Company will continue to make reasonable efforts to provide a range of assignments for the unit as a whole which reflects the variety of duties which have been traditionally and customarily performed by the television Newswriters in the unit.

At any time during the term of the Agreement, the Union may grieve in accordance with Article XX the lack of reasonableness of the Company's efforts hereunder in an arbitration before the Impartial Umpire. However, to prevail in such proceeding, the Union must prove that, over a period of at least six (6) months, the Company has not made a range of assignments to unit personnel which reflects the variety of duties that have been traditionally and customarily performed by television Newswriters in the unit. If the Union meets this burden, the Umpire may only direct the Company to comply with the "reasonable efforts" standard contained in this Sideletter as a remedy for the first violation.

#### SIDELETTER N-3

This Sideletter applies to regular NABET-CWA-represented staff Newswriters under the N Contract. The parties recognize that the continued employment of such employees could be affected by changes in this contract made during the 1994 negotiations. Accordingly, it is agreed as follows:

The Company shall give consideration for daily employment as a Newswriter to any laid-off N Contract employee with recall rights in the N bargaining unit who notifies the Company at the time of the layoff, and each six (6) months thereafter, that he or she desires to work on a daily basis in that unit, provided that any such employee(s), in the sole discretion of the Company, possesses the skills and abilities necessary to do the specific work involved.

#### SIDELETTER N-4

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, management or supervisory personnel may perform any work in connection with teases and auditions.

## **O. BUILDING MAINTENANCE AGREEMENT**

Date: May 26, 1989

### **AGREEMENT**

The parties hereby agree as follows:

1. Effective May 29, 1989, the work previously performed by NABET-represented employees in the Building Maintenance Department in New York may be performed on a non-exclusive basis, by anyone, including non-represented personnel and/or non-NBCUniversal employees, as determined by the Company.

2. Notwithstanding paragraph "1" above, NABET-CWA-represented "A" Contract employees shall perform the following functions to the extent they were performed heretofore by NABET-represented "O" Contract employees:

- a. Delivery of audio-visual equipment
- b. Moving computers stored in the EJ garage to and from 30 Rockefeller Plaza

Employees performing the above functions should be paid at the Group 1A pay rate or higher.

3. Commencing on or about May 29, 1989, the Company shall make special severance payments to the employees listed below in accordance with the attached documents. The employees to be laid off are:

- a. Gary Calabrese
- b. Frank Carola
- c. Joseph Clark
- d. Eugene Dunne
- e. Raymond Jackson
- f. Paul LaPenna
- g. Herbert Small
- h. L.D. Spruill

4. The remaining NABET-CWA-represented employees in the Building Maintenance Department in New York will retain their Company seniority under the NABET-CWA/NBCUniversal Master Agreement. Their Unit Seniority under the Building Maintenance Agreement-New York ("O" Contract) will be merged into the Engineering seniority unit ("A" Contract). The employees to be merged into the "A" Contract are:

- a. Carmem Alosio
- b. Michael Duffy
- c. Charles Lampedusa
- d. Shaun McLean

5. The employees listed in paragraph "4" above will be classified as Group 1A employees at the following steps in the pay scale escalator:

- a. Aloisio - 2-3 years
- b. Duffy - 2-3 years
- c. Lampedusa - 2-3 years
- d. McLean - 1-2 years

For pay purposes, the anniversary date for the above-mentioned employees will be the effective date of this Agreement as found in paragraph "1" above.

6. All Building Maintenance grievances filed under the "O" Contract, or its predecessor contract, shall be deemed resolved and are hereby abandoned.

7. Notwithstanding paragraph "1" above, should the Company regularly assign in-house employees or porters to handle office relocation moves, which in the past were performed by "O" Contract employees and/or outside movers, jurisdiction over such work shall revert to NABET-CWA-represented employees to the extent that such jurisdiction existed prior to the effective date of this Agreement as found in paragraph "1" above.

8. The Company will pay the sum of Eight Thousand Dollars (\$8,000.00) to the NABET-CWA, Local 11 Scholarship Fund.

/s/ James P. Nolan  
NABET-CWA

/s/ David Heiser  
NBC, Inc.

/s/ John S. Clark  
NABET-CWA Local 11

## **P. AIR CONDITIONING AGREEMENT NEW YORK**

### **P-I SCOPE OF UNIT**

#### **Section P1.1**

The term "employee" as used herein applies to all Air Conditioning Engineers and Junior Engineers employed by the Employer in connection with the operation, maintenance, and repair of its individual office air conditioning units, emergency power generating equipment at 30 Rockefeller Plaza, and its air conditioning systems and fire prevention equipment at its studios and theatres, in New York City, New York, and in the Englewood Cliffs, New Jersey, Technical Equipment Room, excluding all other employees, and supervisors as defined in the Labor Management Relations Act of 1947.

### **P-II DUTIES AND JURISDICTION**

#### **Section P2.1 - Watch Engineers**

It shall be their duty to operate compressors, refrigeration and air conditioning equipment, pumps, fans and any other equipment associated with or appurtenant to the air conditioning plant.

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or any past practice to the contrary, the Company may assign any work or functions covered by the Air Conditioning Agreement-New York ("P" Contract) with respect to locations other than 30 Rockefeller Plaza, and to office space above the twelfth (12th) floor within Building One (i.e., the East Building of Rockefeller Plaza) for comfort cooling (i.e., not Process cooling) purposes, to persons not covered by the Master Agreement.

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or any past practice to the contrary, persons not covered by the Master Agreement may be used to test and/or maintain fire safety equipment (e.g., conducting Halon tests and maintaining fire extinguishers).

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, staffing of all HVAC shifts shall be as required. On any scheduled work shift on which two (2) or more Watch Engineers are on duty and on which no management personnel or higher-classified bargaining unit employees are on duty, one (1) of the Watch Engineers will be classified as the "Lead Engineer" for such shift.

As a condition of employment all Watch Engineers shall hold a valid New York City Refrigeration License.

## Section P2.2 - Junior Engineers (Helpers)

It shall be their duty to assist the Watch Engineers in the operation, care and maintenance of the air conditioning plant, including performing preventive maintenance, monitoring temperature and answering unit calls. A Junior Engineer shall not be permitted to perform the foregoing duties in the absence of a Watch Engineer from the premises, except in an emergency or as specified in Article XII. If said emergency is over two (2) hours, the Junior Engineer shall receive the Watch Engineer's rate of pay for that shift. A Junior Engineer shall not perform the foregoing duties in the emergency for a period longer than eight (8) hours.

As a condition of employment, all Junior Engineers shall, within two (2) years of their employment or within two (2) years of the execution of this Master Agreement, whichever date is later, obtain a valid New York City Refrigeration License. Upon obtaining said license, the Junior Engineer will be upgraded to a Watch Engineer.

## Section P2.3

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or any past practice to the contrary, persons not covered by the Master Agreement may be used to start up new installations (e.g., filling the coils) and to receive HVAC-related telephone calls.

# P-III CLASSIFICATIONS AND WAGE SCALES

## Section P3.1

The classification of employees in this Section is solely for the purpose of establishing wage scales. Except as set forth in Sections P2.1, P2.2, and the provisions of this Section, the Company shall not be required to employ or assign one (1) or more employees to each of the classifications set forth in this Section.

The minimum wage scales shall be as follows:

	4/01/19	4/01/20	4/01/21
Junior Engineer			
0-1 years	862.50	884.00	906.00
1-2 years	916.50	939.50	963.00
2 years and over	1,150.00	1,179.00	1,208.50
Watch Engineer			
0-1 years	1,001.50	1,026.50	1,052.00
1-2 years	1,095.50	1,123.00	1,151.00
2-3 years	1,165.00	1,194.00	1,224.00
3-4 years	1,345.50	1,379.00	1,413.50

4 years and over	1,538.00	1,576.50	1,616.00
Lead Engineer	1,691.50	1,734.00	1,777.50
Supervising Engineer	2,000.50	2,050.50	2,102.00

#### **P-IV WORK SCHEDULES**

##### **Section P4.1**

The Master Watch Schedule shall be posted in accordance with Section 8.6 of the Master Agreement and any changes will be subject to penalties as defined in that paragraph.

##### **Section P4.2 - Meal Periods**

Employees hereunder shall have a scheduled meal period as provided in Article IX of the General Articles.

#### **P-V SENIORITY**

##### **Section P5.1**

Junior Engineers and Watch Engineers shall constitute separate seniority groups for layoffs and rehiring. For purposes of this Section, the Lead Engineer and Supervising Engineer classifications shall be included with the Watch Engineer classification.

##### **Section P5.2**

The following staff employees shall not be subject to involuntary layoff prior to April 1, 2010 as a result of the Company's exercise of its right to subcontract the work covered by the "P" Contract:

1. Joseph Bastarrechea
2. Peter Begley
3. Karl Bruning
4. Mark D'Angelo
5. Michael Doherty
6. Michael Oliva
7. Michael O'Neill
8. Paul Sardegna.

## **P-VI PERMANENT UPGRADING**

### **Section P6.1**

The Company agrees that seniority will be a consideration in the event of permanent upgrading, and such job opening will be posted for five (5) days prior to the permanent filling of such an opening.

### **Section P6.2**

In filling vacancies in any classification covered by the Master Agreement, the Company will give consideration to employees covered by this Agreement who apply to fill such vacancies in the home office in which they are employed; provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration.

### **Section P6.3**

When the Lead Engineer or Supervising Engineer is absent due to illness for a full day or more, an air conditioning engineer on watch will be upgraded to the applicable classification with the understanding that he or she will still have to stand watch. Section 12.3(c) of the General Articles shall not be applicable to such upgrades.

### **Section P6.4**

Employees in this Unit shall be covered by the "Special Severance" Sideletter (1).

## **P-VII SAFETY SHOES**

### **Section P7.1**

The Company will provide to each employee in the HVAC Department a pair of safety shoes every two (2) years.

### **SIDELETTER P-1**

During the 1998 negotiations for a new Master Agreement, the parties agreed that the Computer Sideletter gives the Company full discretion in making assignments in connection with the NBCUniversal HVAC computer system, which, it is agreed, is included in the definition of computer system as set forth in paragraph (a) of that Sideletter. Accordingly, it is agreed that the Company has the right to subcontract all of the work covered by the "P" Contract. This is without prejudice to the positions of the parties on any other issues regarding Sideletter 14.



## **U. COURIERS AGREEMENT NEW YORK**

### **U-I SCOPE OF UNIT**

#### **Section U1.1**

The term "employees" as used in this Agreement applies to the Couriers in Network News and in WNBC-TV's News Department.

### **U-II DUTIES**

#### **Section U2.1**

The duties of employees under this Agreement shall be, as heretofore (1982-1986), the pickup, transportation and delivery of news material (film and tape), from the field, recorded by network and local news crews of the Company for network and local news programs, and the pickup from and/or delivery of any such material to airports. In addition to the foregoing, employees shall henceforth be assigned to so-called film lab work, but only when it is in connection with the sale of Company-owned film and/or tape and then only when the Company, in its sole discretion, arranges for the pick up and/or delivery of film and/or tape to be done by it rather than by or through its clients or customers.

Employees may also be assigned to handle, move and transport technical or other equipment, to perform various errands and any kind of messenger service and to move any Company or other personnel, all in the absolute discretion of the Company. It is not the intention of the Company to regularly assign employees to errands which would be reasonably considered as menial or, except when done in support of EJ news coverage on the Company's premises, to assign employees to handle, move and transport technical equipment on said premises. It is expressly understood that any understandings or arrangements with respect to the handling, moving and transporting of technical equipment by employees under this Agreement does not apply to the driving of mobile units and, in any event, such understandings or arrangements may not affect or change whatever Engineering jurisdiction exists with respect to any such work outside the New York office and extends only to employees under this Agreement. If, as a result of an express written cancellation or modification of this Agreement with respect to the handling, moving and transporting of technical equipment, or the elimination of "heretofore" jurisdiction hereunder, the Company seeks to assign non-unit personnel to such work, exclusive jurisdiction over such work shall revert to New York engineers under the "A" Contract to the extent that such jurisdiction existed as of the date of ratification of the 1987-1990 Master Agreement and was thereafter granted to employees under this Agreement.

The Company may satisfy the numerical equivalent of its "heretofore" obligation under this Agreement by assignments totally under the first paragraph of this Section,

or by assignments totally under the second paragraph of this Section, or by any combination of assignments under either paragraph, provided that, with respect to assignments made under the second paragraph, such assignments are of a duration substantially similar to assignments under the first paragraph. Notwithstanding the foregoing, assignments to handle, move and transport technical or other equipment, or to move any Company or other personnel, or to make airport or film lab pickups and/or deliveries shall be deemed to be the equivalent of assignments under the first paragraph irrespective of their duration.

In the event that employees who were on staff as of February 13, 1988 terminate or are terminated, for any reason, the Company need not replace them and, whether or not said employees are replaced, there shall be a proportional reduction of jurisdiction under this Agreement, so that as each of the ten (10) staff employees leaves the employ of the Company such jurisdiction shall be reduced by one-tenth (1/10th) of the percentage that it had been under the "heretofore" clause on said ratification date. It is expressly understood that no such proportional reduction of jurisdiction shall occur in the event of a layoff until the laid-off employee's recall rights have expired either pursuant to the terms of this Agreement or by any other legitimate means.

Except as expressly set forth above, it is understood that the foregoing shall not affect or change any existing jurisdictional provisions of other NABET-CWA-represented employees.

### **U-III CLASSIFICATIONS AND WAGE SCALES**

#### **Section U3.1**

	4/01/19	4/01/20	4/01/21
0-1 years	974.50	999.00	1,024.00
1 year & over	1,270.50	1,302.50	1,335.00

## **U-IV WORK SCHEDULE, OVERTIME AND PENALTIES**

### **Section U4.1**

A regular work day is defined as consisting of not less than eight (8) hours in any work day, which shall be computed by totaling the number of hours between the time an employee reports for work and the time of completion of the employee's duties for such work day, including meal periods where applicable. Meal periods shall be paid at the employee's straight time rate of pay. Time taken for meals during which work is not performed shall not be considered time worked for any purpose, including but not limited to calculating daily or weekly overtime or holiday premium pay. A tour of duty starting any day and continuing into the following day shall be considered as one (1) tour of duty and attributed to the first (1st) day.

### **Section U4.2**

A regular work week is defined as consisting of any five (5) regular work days as defined above for a total of forty (40) hours, and as beginning at 12:01 AM Saturday, and continuing until 12:00 Midnight the following Friday. Each employee shall have two (2) consecutive days off in each week. For this purpose, Friday and Saturday, if consecutive, shall be consecutive days off.

### **Section U4.3**

There shall be a minimum of twelve (12) 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-six (36) hours off consecutively, and two (2) days off, sixty (60) hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at Five Dollars (\$5.00) per hour for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be Ten Dollars (\$10.00) 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. None of the above turnaround provisions shall apply to tours separated by vacation or by leave of absence in excess of two (2) days.

### **Section U4.4**

The Company may post separate weekly schedules of daily work shifts for Network News and for WNBC-TV's News Department, respectively. The Company may, in its sole discretion, change hours of work on a daily basis and reassign, transfer and/or interchange any employees among shifts and/or between operating areas, subject only to the payment of any overtime and penalties as expressly provided in this Agreement. The administration of this Agreement shall be entirely separate for each operating area (e.g., work schedules, overtime, penalties, leaves of absence, days off,

replacements, temporary hiring, preference for and scheduling of vacations and all record-keeping).

#### Section U4.5

(a) If an employee works more than eight (8) hours in any single tour, the employee shall be paid for all the hours in excess of eight (8) hours at one and one-half (1-1/2) times the regular rate of pay. Compensation for this excess time shall be in addition to any base pay to which such employee may be entitled, regardless of the length of the tour in question. For example, an employee, who, in any regular work week, works three (3) eight (8) hour tours and one (1) twenty-four (24) hour tour will be compensated at the employee's base pay for such work week, plus sixteen (16) hours at one and one-half (1-1/2) times his or her regular rate of pay.

(b) If an employee is called back to work on a calendar day on which he or she has already started and completed a tour of duty, the employee shall be paid for the time between the end of such tour and his or her start of work on the callback. The employee shall receive not less than a total of four (4) hours' pay for the intervening time plus the time worked on the callback, provided, however, that for penalty purposes, the callback shall not be deemed extended beyond the time actually worked.

#### Section U4.6

Hours worked outside of a regular work week or a regular work day, excluding meal periods, shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay in one-tenth (1/10) hour segments, except that such overtime hours worked on tours to which Article X is applicable shall be additionally compensated for as provided therein. In no case shall overtime accrue on overtime. Penalties shall not be considered overtime or part of the base pay. Once an employee has reported to work, his or her scheduled tour, including overtime, will not be shortened.

[Note: The computation of paid time shall be changed from one-quarter (1/4) hour segments to one-tenth (1/10) hour segments in conjunction with the implementation of TimeKeeper or other system.]

#### Section U4.7

(a) If an employee fills an open shift on one (1) of his or her scheduled days off, and such assignment is made within seventy-two (72) hours prior to 12:01 A.M. of said day off, there will be a flat Fifteen Dollar (\$15.00) penalty.

(b) Notice of daily schedule changes affecting starting time shall be given in advance of the changed starting time, but not later than 9:00 P.M. of the work day prior to the day in question, provided that (i) in the event an employee is notified after 9:00 P.M. of such work day of a starting-time schedule change, a penalty of Five Dollars and Fifty Cents (\$5.50) shall be paid; or (ii) in the event an employee is notified after 11:00 P.M. of the work day prior to the day in question, the change in starting time can only be made by adding a minimum of one (1) hour to the previously scheduled hours at overtime rates as specified in this Agreement. The addition of such work time pursuant to (ii) shall be in lieu of the penalty set forth in (i).

#### Section U4.8

Before going on vacation, an employee will be informed as to what date he or she will first be required to report back to work. Either prior to going on vacation, or by notice by letter or telegram sent prior to the end of the vacation, an employee will be given any change in his or her normal starting time for the day on which he or she is first scheduled to report for work following his or her vacation.

#### Section U4.9

Each employee shall inform the Company of any change in his or her home address and telephone number within seven (7) days after such change.

#### Section U4.10

The Company shall refrain from assigning employees for continuous excessive hours of work resulting in excessive mental and physical strain. In the event the Union believes the Company is so assigning employees, it is agreed that the matter shall be subject to the grievance procedure, and the Company shall give such grievance its attention as soon as possible.

### **U-V MEAL PERIODS**

#### Section U5.1

The meal period, not to exceed one (1) hour, shall be given as near the middle of the shift as possible, except where otherwise required by the exigencies of the assignment. The Company will make every reasonable effort to reduce the situations in which meal periods are delayed or missed. A Courier who does not receive the foregoing meal will have an hour added to the end of the tour on the day on which such meal period is not received, provided permission to work through such meal period is specifically authorized by the employee's immediate supervisor. Any meal period assigned at the end of a tour shall be paid at straight time.

## Section U5.2

During each work day in which an employee works two (2) or more hours beyond his or her regular work day, the Company shall pay the employee Six Dollars and Fifty Cents (\$6.50) to reimburse the employee for eating expenses in addition to any overtime pay earned.

## **U-VI MOTOR VEHICLES**

### Section U6.1

The Company agrees to provide all regularly employed Couriers at its New York City office with motor vehicles for the performance of their duties. These will be provided at no cost to the employees. These motor vehicles will be appropriate for the duties to be performed and will be equipped with automatic transmission, air conditioning, AM-FM radio, heater, power steering and power brakes.

### Section U6.2

The Courier to whom a motor vehicle is regularly assigned shall be responsible for having minor and routine maintenance performed on the vehicles referred to above (e.g., oil changes, lubrication). Each Courier shall provide, on a weekly basis, a record of the odometer reading, as well as a record of gasoline and oil purchased and maintenance performed, if any.

### Section U6.3

The Courier to whom a motor vehicle is assigned shall be the sole operator of said vehicle, unless otherwise authorized by the Company.

### Section U6.4

Other than as passengers, all Courier duties shall be performed through the use of motor vehicles only. Notwithstanding the preceding sentence, on occasions where operating needs dictate, Couriers may be required to perform their duties as passengers on government-approved transportation (taxicabs, airplanes, trains, subways, and/or buses). On occasions, where operating needs dictate, Couriers may also be required to perform their duties on foot, to a degree no greater than in the past. The Company will not employ any Courier to perform duties solely through the methods set forth in the two (2) preceding sentences.

### Section U6.5

In the event a motor vehicle assigned to a Courier becomes inoperable at any time, the Courier shall immediately contact his or her appropriate Supervisor for instructions regarding the procedure for repairs and/or alternate transportation. In the event a

motor vehicle becomes inoperable during a time it is in operation for other than Company-assigned business, the Courier operating the vehicle shall not be compensated for time spent in pursuit of repairs and/or obtaining an alternate motor vehicle as designated by the Company.

#### Section U6.6

The motor vehicles referred to above shall not be retained or used by a Courier, without the prior approval of the Company (which shall not be unreasonably withheld), while the Courier is on any non-work time, including, but not limited to, vacation, any leaves of absence and payback days. It is expressly agreed, however, that Couriers may retain and use said vehicles on their own time during their regular work week and during their days off. In the event that the Company needs to use a vehicle driven by a Courier during his or her vacation, leave of absence or payback days, it shall provide notice of such need no later than the end of the Courier's tour on the second day prior to the first day of such vacation (including single days of vacation), leave or payback days. For the use of motor vehicles during work time, the Company shall pay all expenses of operation, including gas, oil, maintenance and insurance. If a Courier is permitted to retain and use said motor vehicles, including use on his or her days off, all gas and oil expenses shall be borne by the Courier.

#### Section U6.7

Couriers may be required by an authorized Company representative to carry passengers in the motor vehicles referred to in the preceding paragraphs while on assignment. Couriers shall not accept "cab fare" or any other fee for transporting passengers.

#### Section U6.8

It is expressly understood that no regular Couriers shall be required to use their own motor vehicles or any motorcycles in the performance of their duties.

## **U-VII HOLIDAYS**

### **Section U7.1**

New Year's Day (January 1st), Martin Luther King, Jr. Day (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), the day after Thanksgiving Day, Christmas Day (December 25th), and THREE (3) ADDITIONAL HOLIDAYS as designated by the Company each calendar year for employees covered by Section 18.9.



## Section U7.2

If an employee is required to work on a holiday, he or she shall be paid at the overtime rate of pay set forth in Article U-IV for all hours worked on such holiday and, in addition, shall receive a compensating day off only for New Year's Day, Presidents' Day, Memorial Day, Thanksgiving Day and Christmas Day within three (3) months of the holiday worked. Payback days will be scheduled by mutual agreement between the employee and the Company. Any meal period shall be paid at the employee's straight time rate of pay.

## **U-VIII VACATIONS**

### Section U8.1

Vacation preferences for employees assigned to Network News and WNBC-TV's News Department shall be granted on the basis of their total unit service within each operating area. Vacation selections shall be made by April 1st of each year. Vacation selections may not be changed except by mutual consent of the Company and the particular employee concerned. Notwithstanding the foregoing, employees may be required in the Company's sole discretion to take their entire vacation in segments of no less than a week at a time, except for two (2) weeks which may be taken in single days.

## **U-IX TEMPORARY EMPLOYMENT**

### Section U9.1

(a) The Company may hire temporary employees for a minimum period of one (1) week to fill any temporary employment needs.

(b) Temporary employees who accumulate more than fourteen (14) months of temporary service within a three (3) year span shall be entitled to recall rights, subject to the terms and conditions set forth in Section 11.7(a) of the Master Agreement, for future temporary employment according to length of service with the Company in comparison with other temporary employees similarly situated, provided that all regular employees on layoff at that time are first offered such work. Temporary employees who have recall rights on the temporary recall list shall lose such rights if they have not been recalled for a period of two (2) years after having been laid off. The procedures set forth in Section 11.7(b) shall be applicable to recalls from the temporary list.

(c) For the purposes of subparagraph "b" above, temporary employees shall be given credit for all periods of temporary employment with the Company retroactive to January 1, 1987.

(d) (i) It is understood that temporary employment creates no entitlement to be hired in a regular position.

(ii) Temporary employment in the bargaining unit shall be included in computing Pay Seniority in temporary and regular employment if the temporary employment in the bargaining unit is not separated by an interval of more than two (2) years from the current employment. Temporary employment shall not be included in computing Unit Seniority for regular positions.

(iii) All temporary employees shall be treated as regular employees for the purpose of wages, work schedules, overtime, premiums and penalties. All temporary employees shall also be entitled to the NBCUniversal Medical and Prescription Drug Coverage Plan, the NBCUniversal Dental Coverage Plan and the NBCU Vision Care Coverage Plan in accordance with the terms of those plans, upon the expiration of the first sixty (60) calendar days during each period of temporary employment, and, to the NBCUniversal Business Travel Accident Plan, both in accordance with Article XXII.

(e) Temporary employees who have not obtained recall rights on the temporary recall list may be discharged or laid off in the sole discretion of the Company, and shall not be entitled to any severance pay. Temporary employees who have obtained recall rights on the temporary list shall be laid off in inverse order of seniority on such list, and shall be covered by Article XIV, and shall be entitled to severance pay as set forth in (f) (iii) below.

(f) A temporary employee who has recall rights on the temporary recall list shall be entitled to the following additional benefits during periods of temporary employment:

(i) The Company's sick leave program up to a maximum of ten (10) days per year, but only after the thirtieth (30<sup>th</sup>) day of employment in the current period of employment.

(ii) Upon release other than for cause, one (1) week of severance pay once in a calendar year, provided the employee has worked within the unit a total of at least one hundred and thirty (130) days within a calendar year.

(g) Temporary employees who have not obtained recall rights shall be entitled to a maximum of five (5) days per year under the Company's sick leave program, but only after the thirtieth (30<sup>th</sup>) day of employment in the current period of employment.

(h) The Company, at its option, reserves the right to furnish temporary employees with a Company motor vehicle. Temporary employees who are

required by the Company to use their own motor vehicles to perform duties covered hereunder shall receive a rental fee of Twenty-Five Dollars (\$25) for each day worked. If such employee is required to use his or her own van to perform duties covered hereunder, the rental fee will be Thirty-Five Dollars (\$35) for each day worked. In either case above, additional compensation at the rate of thirty-one cents (31¢) per mile shall be allowed such employees for use of their motor vehicles, on a portal-to-portal basis.

(i) Temporary employees may be assigned to work, at the rate set forth in Article U-III hereof, any eight (8) consecutive hours within any twenty-four (24) consecutive hours. The provisions of Article X hereof shall be applicable and any work performed by such persons in hours in excess of eight (8) hours in any day, excluding meal periods, shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular rate of pay in one-tenth (1/10) hour segments.

[Note: The computation of paid time shall be changed from one-quarter (1/4) hour segments to one-tenth (1/10) hour segments in conjunction with the implementation of TimeKeeper or other system.]

Work performed on the following holidays shall be compensated at one and a half (1-1/2) times the regular rate of pay (and at two (2) times the regular rate of pay for all hours over eight (8)): New Year's Day (January 1st), Martin Luther King, Jr. Day (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Friday after Thanksgiving, Christmas Day (December 25th), and THREE (3) ADDITIONAL HOLIDAYS as designated by the Company each calendar year for employees covered by Section 18.9. Any meal period shall be paid at the employee's straight time rate of pay.

In no case shall overtime accrue on overtime.

(j) Temporary employees shall receive an amount equal to eight (8) hours' pay at their straight-time rate for each day during which they are required by the Company to remain out of town, but have no work assignment. Such day shall not be treated as time worked provided that the employee is notified of the no work assignment prior to the day the employee departs for the remote assignment.

## **U-X GENERAL PROVISIONS**

### **Section U10.1**

The Company recognizes that employees must not be required to handle any parcel or other items which are cumbersome or whose weight is excessive.

### **Section U10.2**

The Company shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

### **Section U10.3**

Employees shall not be penalized in any way, nor shall their right to work or their working opportunities be jeopardized by refusal to perform work which is hazardous. All employees covered by this Agreement shall be provided with bullet-proof vests prior to carrying out any assignment which necessitates employees going into riot areas or other locations where gunfire is known or likely to be encountered. The Company will continue its practice as to the number of employees assigned in such situations.

### **Section U10.4**

Regular staff employees under this Agreement shall be covered by the "Special Severance Sideletter" (1).

### **Section U10.5**

Section 22.2 shall be applicable to employees covered by this Agreement.

### **Section U10.6**

The Company shall reimburse any employee for fees for licenses acquired hereunder when required by the City, County, State or Federal Governments in connection with assignment or other Company requirements.

## **U-XI GENERAL ARTICLES**

### **Section U11.1**

Except as set forth herein, the General Articles of the 2006-2009 Master Agreement, together with Stipulations 11 and 12 of said Agreement, shall be applicable to employees covered by this Agreement. The following provisions shall not be applicable: Sections 3.6 and 3.7; Article VI; Article VII except Section 7.7; Articles

VIII (except Section 8.10) and IX; Section 11.1 (b); the second paragraph of Section 11.5, Sections 11.6 (f) and 11.7 (c); Section 16.12; Articles XVII, XVIII and XIX (except Sections 19.1 through 19.5, 19.10 and 19.11); and Section 20.10.

#### SIDELETTER U-1

It is agreed that the Award of Eva Robins in NN75-12 shall be applied to this Agreement insofar as that Award is relevant.

#### SIDELETTER U-2

(RESERVED)

#### SIDELETTER U-3

The parties expressly acknowledge that, in consideration of NBCUniversal having agreed to extend the coverage of Article XIV of the Master Agreement to regular staff Couriers and to temporary Couriers who have obtained recall rights under this Agreement, the Union shall make every conceivable effort to ensure that the expedited arbitration procedure envisioned by the Master Agreement is a reality for the Company.

#### SIDELETTER U-4

The parties agree as follows:

1. That the Stipulation (Section 12, subsection 3) grants the Company the right to suspend an employee without first notifying the Union.
2. That as soon as practicable after the employee has been notified that he or she is or will be suspended the Company shall inform either the President of the Local or the Chairman of the Grievance Committee of the action.
3. Upon request of the Union, the Company will promptly thereafter discuss the matter with the Union.
4. The 48 hours specified in Stipulation 12 (5) shall commence running either (a) after the employee is notified of the suspension or (b) after the Union is notified of the suspension, at the option of the Union.

## SIDELETTER U-5

In the discretion of the Company, regular staff Couriers may be temporarily assigned to perform Engineering duties alone or in addition to Courier duties. In the event of such an assignment, other than to those duties performed heretofore under Section U2.2, any such Courier will be paid the applicable Section A3.1 rate for all hours worked on that tour. Overtime, if any, will be paid at the rate applicable to the tour on which such overtime is earned. Callback and turnaround penalties, if any, shall be governed by the provisions applicable to the work to which the employee is assigned during the callback or any turnaround period. Sections 12.3(c) and (d) shall be applicable to such assignment.

## STIPULATION

Stipulation of Agreement between NBCUniversal (hereinafter referred to as the "Company") and the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO-CLC, or its successor (hereinafter called the "Union" or "NABET-CWA") which, with respect to the matters specifically dealt with herein, shall supplement the Master Agreement between the parties dated as of April 1, 2009.

The parties herein agree as follows:

### **1. Reimbursement for License, Verification and Endorsement Fees.**

The Company shall reimburse any employee for FCC, projectionist, chauffeur and refrigeration certificate fees for licenses or certificates, verifications and endorsements acquired after April 1, 1970, when required by the City, County, State or Federal Governments in connection with the employee's assignment or Company requirements.

### **2. Patchable Film Chains.**

An employee shall not be upgraded to Group 3, if that employee operates only the video control equipment in a patchable film chain on any television program fed to another studio which has a Technical Director in addition to such employee. If, on the other hand, the Video Control Engineer is required to start or stop the projector or to mix or "ride" audio (other than to switch or select audio sources), he or she shall be upgraded for each day of such operations.

### **3. Cueing Devices.**

The operation of prompting devices (which includes, but is not limited to, Auto-Q and Teleprompter) has been established on the following basis:

(1) Whenever a prompting device used in a particular studio or theatre for an entire television program or part thereof is affixed to a camera, the controller will be operated by NABET-CWA personnel and may be located at any point in the theatre or studio. NABET-CWA personnel will affix such prompting device to the camera and will make any changes while it is on the camera.

(2) Whenever all the prompting devices used in a particular studio or theatre for an entire television program or part thereof are off camera, the controller will be operated by non-NABET-CWA personnel and the stands and devices will be handled by non-NABET-CWA personnel who will make any changes.

(3) When some devices used in a particular studio or theatre for an entire television program or part thereof are on camera, and some are off, the controller will be handled by NABET-CWA personnel and may be located at any point in the studio or theatre. The devices which are off camera will be put in place and moved around by non-NABET-CWA personnel who will handle and make any changes on those devices.

(4) A NABET-CWA-represented engineer will perform whatever operational functions are necessary on a cueing or prompting device within NABET-CWA's jurisdiction, except that talent may operate the device when he or she is reading from such device, provided that he or she is "on-camera" for at least some part of the program.

(5) The above references to NABET-CWA personnel are intended to include only Group 2 NBCUniversal employees represented by NABET-CWA under our Engineering Contract.

### **4. Sound Effects Seniority.**

The Unit Seniority of former Sound Effects Technicians and former Sound Effects Set-up Employees will, with respect to their service in such respective capacities, in no event precede the following dates:

Former Sound Effects Technicians:

- (a) In New York - January 13, 1947
- (b) In Los Angeles - March 4, 1948
- (c) In San Francisco - March 22, 1948
- (d) In Chicago - November 1, 1950

Former Sound Effects Set-up Employees - New York - January 1, 1952.

As among former Sound Effects Technicians and former Sound Effects Set-up Employees in the same office, seniority for vacation preferences, layoffs, and rehiring shall be governed by adding to their Unit Seniority, continuous service as Sound Effects Technicians or Sound Effects Set-up Employees, as the case may be, which preceded the dates listed above.

**5. (RESERVED)**

**6. New Technical Equipment - Prior Discussions.**

Prior to the operational use of new equipment by Technical Operations, the Company will notify NABET-CWA of its decision to use the equipment in order that any operational problems involved may be discussed. The Company will make available a copy of specifications and instructional material in its possession.

**7. Working Rules - Technical Directors.**

- (a) The Technical Director shall receive a program script and have access to floor plans as soon as they are available, together with essential information relative to lighting requirements. The Technical Director shall also be furnished with a copy of the studio floor plan.
- (b) The Technical Director shall attend dry rehearsal and/or program consultation where in the opinion of the Engineering Department this is necessary. Careful consideration shall be given to the recommendation of the Technical Director.
- (c) When a rehearsed program is on the air the Technical Director or his or her designee within the bargaining unit is the only person authorized to give instructions to the operators of technical equipment.
- (d) During all rehearsals prior to dress rehearsal and during broadcasts of unrehearsed programs, the Program Director shall have the widest possible latitude, consistent with all other provisions of the NABET-



CWA/NBCUniversal Agreement, in creating the program and the Program Director, or in his or her absence his or her designee, shall have the right to issue production directions, as distinguished from technical directions, to the operators of technical equipment. The Technical Director shall continue to issue such technical instructions as are necessary in the Technical Director's judgment.

(e) A rehearsed program for the purpose of this contract shall be a program for which the on-camera rehearsal time exceeds:

Length of Program	Camera Time
15 minutes or less	45 minutes
16 to 30 minutes	1 hour: 30 minutes
31 to 45 minutes	2 hours: 15 minutes
46 to 60 minutes	3 hours

The above shall not apply to sports, special events, and other programs which are not conceived or staged, or the action in which is not planned or directed by the Company. All such programs are unrehearsed programs regardless of the amount of camera time used.

For programs of longer duration, the on-camera rehearsal time in the above table shall be proportionately increased.

The Company shall designate on the program schedule the classification into which each program falls. Programs having special characteristics affecting their classification under the foregoing shall be the subject of discussion between the Union and the Company in each case.

Commercial segments of programs shall be handled in the Control Room in the same manner as the rest of the programs unless they originate in another studio, in which case, if they have any rehearsal whatever, they shall be considered as rehearsed segments.

On-camera rehearsal time for commercial segments of programs shall not be considered in applying the above table.

- (f) The Company shall identify the Program Director who is responsible for each program or part thereof. There shall be only one Program Director functioning as such at any one time.
- (g) In the event the Program Director departs from the script as finally rehearsed, the Program Director shall assume all responsibility for any

errors or deficiencies in the performance of the technical crew's duties which are directly attributable to such departure.

- (h) The basic lighting requirements shall, in all cases, be observed. In the event the Technical Director or the Light Direction Engineer believes the lighting to be technically unsatisfactory and so advises the Program Director, giving his or her recommendations for its improvement, the Program Director will be responsible for the technical quality due to lighting if he or she does not accept such recommendation.

**8. (RESERVED)**

**9. (RESERVED)**

**10. (RESERVED)**

**11.** In accordance with interpretation of the Fair Labor Standards Act by the Wage and Hour Division, the provisions of Section 10.1 relating to the payment of a 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) night shift differential shall be construed to require only that the fifteen percent (15%) (decreasing to thirteen percent (13%) effective April 1, 2019 and ten percent (10%) effective April 1, 2020) night shift differential shall be included in the regular rate in computing overtime for work in excess of forty (40) hours per week as required by that Act, and not to require that the twenty-two and one-half percent (22.5%) differential be paid unless required by the Act.

**12. It is agreed as follows:**

- (1) The Company has the sole right to determine methods of operation and to make work assignments, provided, however, that in the exercise of this right the Company shall not impair, alter or limit the jurisdiction of NABET-CWA as set forth in the Master Agreement dated as of April 1, 2009, or violate written agreements or written grievance settlements heretofore in effect between the parties. Any claim by NABET-CWA that the jurisdiction of NABET-CWA has been so impaired, altered or limited, or that such written agreements or such written grievance settlements have been violated shall be submitted under the grievance and arbitration provisions of the Master Agreement. Notwithstanding anything contained in the above, the grievance settlements specified in Appendix "A" hereof shall not be binding on the Company.

The Union agrees that equipment shall be installed, operated and maintained without interruption. With respect to "New Devices" under Section A2.4 of

the Master Agreement, the Union has the right to dispute the propriety of any work assignment solely on the grounds that the health or safety of the assigned employee is in jeopardy or that a physical hardship has been imposed, or that the classification for the person assigned is not proper, and such grievances shall have priority status under paragraph (5) below.

In the event that the Company assigns work claimed by NABET-CWA to come within its jurisdiction to employees other than NABET-CWA members, the Union has the right to file a grievance and process the grievance to arbitration under the grievance and arbitration provisions of the Master Agreement. In the event of a jurisdictional dispute, the Company agrees that NABET-CWA may submit such dispute to a designee of the AFL-CIO for resolution and the Company agrees to abide by the determination reached by such designee, provided all unions involved in the dispute are also bound; until such determination has been made, the Company shall make the work assignments in dispute. In no event will NABET-CWA engage in any work stoppage or other interference with the Company's operations as a result of any jurisdictional dispute or work assignment by the Company.

(2) The Union agrees that the Company may, at its option, for the purpose of implementing its right to submit grievances to arbitration, initiate grievances at the Local Level of the grievance procedure, by written notice to the Union, and to process such grievances to arbitration under Section 20.6 of the Master Agreement, or may utilize the procedure set forth in Section 20.10 in applicable cases. The Union agrees that its membership will not write grievances at times which will interfere with the Company's operations.

(3) The Company and the Union agree that the right to discharge for just cause as set forth in Article XIV of the Master Agreement includes the right to impose lesser disciplinary measures for just cause. It is agreed that the Company has the right to impose a disciplinary layoff without pay for a definite period of time; the Company may impose such penalty immediately. The Union has the right to grieve against the Company's action immediately to the Impartial Umpire as set forth in paragraph (5) below.

(4) NABET-CWA relinquishes its claim to video tape jurisdiction outside the continental limits of the United States. As to video tape produced in the Continental United States, the jurisdiction of the Union set forth in Section A2.3(b) (1) through (10) shall apply to the programs set forth in Section A2.3(a) (1), (2) and (3) only, but this shall not impair the jurisdiction of the Union over technical equipment as set forth in the Master Agreement.

(5) In the instances specifically referred to above, a grievance may be submitted to arbitration by either party within 48 hours of the occurrence of such event (excluding Saturday and Sunday), by written notice to the other

party and the Impartial Umpire or an arbitrator designated pursuant to Section 20.8 of the Master Agreement, and the hearing shall be heard before the Impartial Umpire, or the Impartial Umpire's designee, or the arbitrator within 72 hours (excluding Saturday and Sunday) of such notification unless an extension of such period is agreed to by both parties. Irrespective of the provisions of Section 20.11 of the Master Agreement, awards resulting from disputes herein shall be rendered within 48 hours after the close of the hearing.

(6) When a television mobile unit, live or tape, is sent or loaned to any Owned location which is not covered by the Master Agreement, NABET-CWA personnel need not be assigned.

## **APPENDIX "A"**

### **NEW YORK - LOCAL GRIEVANCES**

1955 - 87 Field surveys T.D.'s  
1955 - 128 Film shooting in studios  
1955 - 124 Relief in radio operations  
1958 - 4 Film studio standby

### **HOLLYWOOD - LOCAL GRIEVANCES**

70	Cable wrapping	
7201	Rehearsal of films	- The Company agrees that such facilities or equipment will not be used in conflict with NABET-CWA jurisdiction.
61116	Use of DeVry Projector	

### **2ND LEVEL GRIEVANCES**

1 New York - Sound effects stipulation.  
1955-126-6 New York - "Q" transmitter.  
1954-222 RCA Service.  
1956-88 Multiple patch chain.

- 13.** An employee covered by the Engineering Agreement shall receive, in addition to the eight (8) hours' pay at the employee's straight-time rate provided for in Section 16.11, an extra day off for each regularly scheduled day off occurring during an assignment on a United States Navy ship at sea, provided that he or she is not paid for any work or travel on such day off.

If the Company pays the United States government for supplying meals to employees during assignments on United States Navy ships at sea, the per

diem allowance for meals specified in Section 7.7(a) shall be reduced by the amount so paid.

14. (a) The Company shall assign an engineer covered by the Master Agreement to any trip made by the President of the United States within the Continental United States (excluding Alaska) that NBC Radio News intends to cover at the location and to which either ABC or CBS sends an engineer, provided that if the trip is to be covered on a pool basis, the Company need assign an engineer only when it is its turn to handle the pool.

(b) In the event that in connection with a trip meeting the conditions of (a) above the President originates a program from the studios of an affiliate as defined in the Master Agreement, the requirements of this Stipulation (14) will be satisfied if a covered engineer has been assigned to the trip, and such engineer need not be present at the studio.

15. New York and Los Angeles: In lieu of a first meal period, when such meal period is required under the provisions of Article A-VIII, the transmitter engineers in New York and the transmitter engineers in Los Angeles, each as a group, may elect for the term of this Agreement to receive a per diem food allowance of Five Dollars and Fifty Cents (\$5.50) for each day worked at such transmitter.

16. At the Washington Office, a Group 7 engineer will be assigned five (5) days per week, one (1) tour per day to the radio studio operations. If any engineers are assigned to such operations when the Group 7 is not on duty, one (1) of the engineers will be a Group 6. In addition, so long as the Company maintains Network radio studio operations in a separate building, an additional Group 7 engineer will be assigned five (5) days per week, one (1) tour per day to the Network radio studio operations. If any engineers are assigned to such Network operations when the Group 7 is not on duty, one (1) of the engineers will be a Group 6.

17. **(RESERVED)**

18. Notwithstanding any other provision of the Master Agreement (except Section A2.2(e)(5) or practice thereunder to the contrary, the following shall be applicable to live or taped news pickups in the field within the Continental United States (excluding Alaska), using electronic cameras capable of being hand-held, and associated equipment, and the technical editing of such news in the field (herein called "EJ"):
- (1) Except as permitted in the Daily Hire Sideletter (32), within a seventy-five (75) mile radius of each television office of the Company as set forth in Section 11.4, the Company shall not be entitled to hire persons on a daily basis, except that daily-hire video tape editors may not be hired within a two hundred (200) mile radius of each such office.
  - (2) Outside such seventy-five (75) mile radius (or the two hundred (200) mile radius in the case of video tape editors), the Company may hire persons on a daily basis. However, within a two hundred (200) mile radius (or three hundred and fifty (350) mile radius in the case of video tape editors) of each television office of the Company as set forth in Section 11.4, the Company shall not hire persons on a daily basis except under the following conditions:
    - (a) Staff EJ crews and/or video tape editors are not available to cover the story because they are otherwise scheduled (but this shall not require the Company to assign an unusual amount of overtime to a staff EJ crew and/or video tape editor); or
    - (b) The need to cover and/or edit the story is unanticipated; or
    - (c) Distance and time considerations make it less likely that full coverage of the story would be obtained by the use of a staff EJ crew and/or video tape editor.

In the event that the Company does not meet any of the above conditions, it may nevertheless employ persons on a daily basis in accordance with the Daily Hire Sideletter (32).

The Company will not utilize persons on a daily-hire basis as EJ crew employees so that the total number of days worked by such employees exceeds twenty percent (20%) of the total number of days worked by staff EJ employees on news pickups in the field within two hundred (200) miles (excluding within seventy-five (75) miles) of such office, except for bona-fide news emergencies. The Company will not utilize persons on a daily-hire basis as video tape editors so that the total number of days worked by such employees exceeds twenty percent (20%) of the total number of days worked by staff video tape editors on news pickups in the field within three hundred

and fifty (350) miles (excluding within two hundred (200) miles) of such office, except for bona-fide news emergencies. A bona-fide news emergency is defined as one where there is an important time factor to be met and where, but for this provision, the story would be lost. A separate computation shall be made for each office and shall be on a quarterly basis. In addition, the Company will not utilize persons on daily-hire as video tape editors so that the total number of days worked by such employees exceeds fifty percent (50%) of the total number of days worked by staff video tape editors on domestic news pickups outside the three hundred and fifty (350) mile radius, except that daily-hire editors working in news bureaus will not be counted against the fifty percent (50%) limitation if the daily-hire editor is assigned when the staff editor(s) are assigned to other stories in the bureau, or the staff editor is not in the bureau for reasons of assignment, absence, vacation or other reasons of unavailability for the assignment. In the event that the Company exceeds any of the percentages permitted in this paragraph, it may nevertheless employ persons on a daily basis in accordance with the Daily Hire Sideletter (32).

- (3) Outside a seventy-five (75) mile radius of each television office of the Company as set forth in Section 11.4, but within a two hundred (200) mile radius of each such office, the Company may utilize affiliates, provided the pickup is not nearer to the television office than such affiliates. Outside the two hundred (200) mile radius of each such office, the Company may utilize affiliates within three hundred and fifty (350) miles of the pickup. Moreover, outside a three hundred and fifty (350) mile radius of each such office, the Company may utilize nonaffiliated stations located within two hundred (200) miles of the pickup.
- (4) Nothing in this Master Agreement shall preclude the Company from accepting video taped news material, either within or without any of the radii above mentioned, from a "stringer," i.e., a person not covered by this Agreement who sells news material to the Company, but who is not an employee of NBCUniversal and has not been assigned nor hired by the Company to cover the news story.
- (5) Persons assigned to cover a story outside a radius set forth herein may continue to be assigned to the story if it moves inside such radius where there is a practicable operating reason for continuing the same crew on the story, but in no event within the city limits of a city which is a television office of the Company as set forth in Section 11.4, unless otherwise agreed to by the Union.
- (6) Outside a seventy-five (75) mile radius of any television office of the Company, when material is being transmitted under 3(ii) of Section A2.2(e), talent will be permitted to transmit a live wraparound of that

material and a live voice-over of that material from the facility being used for such transmittal.

- (7) 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 1<sup>st</sup> of the subsequent calendar year to the following March 31<sup>st</sup> when so employed as a daily hire:
  - (1) Short turnaround (Section 8.3, excluding the second sentence).
  - (2) Continuous tour (last sentence of Section 8.1).
  - (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 (Section 8.4(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 thereof.
  - (6) Notice of daily schedule change (Section 8.6(c); the first paragraph of Section 8.7, if applicable; and Section 8.8(c)).
  - (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.

A day is now defined as a calendar day.

(See Sideletter 57)

**19.** The following provisions shall apply to staff employees engaged at Company News Bureaus within the Continental United States (except Alaska) for engineering functions associated with news material obtained by electronic cameras capable of being hand-held and associated equipment:

1. Such staff employees shall be covered under the Master Agreement to the extent set forth below, and shall constitute a separate seniority group at each such bureau, except that those bureaus within two hundred (200) miles of an Owned Television Station shall be a part of the nearest television office for Unit Seniority purposes. For purposes such as per diem, hotel and travel expenses, either the bureau or the employee's home, whichever is the more appropriate, shall constitute the employee's home office. Such bureaus may employ persons on a daily basis in addition to such staff persons, subject to the daily employment provisions in Stipulation 18.

2. Those staff employees who are primarily assigned to news pickups shall be employed as Group 2's, and upgradings shall be governed by the provisions of Section A2.2(e)2.

3. In the event the bureau elects to establish facilities for recording, editing and transmittal of news material, and engages staff employees primarily to perform such work, such staff employees shall be classified as Group 2 and paid according to the wage scale for Group 2 set forth in Section A3.1. Such employees may be assigned to Engineering functions, such as recording, editing, playback and transmittal of taped news material, and maintenance of equipment necessary for news pickups. They may be assigned to news pickups in the field when necessary, and shall be upgraded in accordance with Section A2.2(e)2. Nothing herein shall preclude other employees assigned to a bureau who are not covered by this Agreement from occasionally handling and operating technical equipment at the bureau when employees covered by this Agreement are not readily available, nor shall anything herein preclude employees primarily assigned to field crews from also performing such work when necessary.

However, persons represented by other craft unions may not operate technical equipment, as defined in the Engineering Agreement, at the Bureau. Only the upgradings set forth in Section A2.2(e)2, the editing upgrades set forth in paragraphs 7, 8 and 9 of this Stipulation and the maintenance upgrade in paragraph 12 of this Stipulation shall be applicable to employees in paragraphs 2 or 3 of this Stipulation.

4. The Master Agreement shall cover the staff employees in 2 and 3 above, as applicable and consistent with the nature of the work and the provisions set forth herein, provided that in no event shall Article A-VI of the Master Agreement be applicable.

If Bureau facilities or Bureau Engineering employees are utilized for other than EJ work, the provisions of the Engineering Agreement shall be applicable to such work.

5. (a) An Engineering employee who transfers to a bureau from an Owned Station covered by the Master Agreement will have a three (3) year period, commencing with the start of employment at the bureau, during which the employee may, under the conditions specified below, return at the employee's own expense to his or her original office of employment, if during the three (3) year period either of the following should occur:

- (1) The bureau is closed down, or the operation is so curtailed that the transferee is to be laid off from the bureau; or,
- (2) The Company and the Union mutually agree that the transferee has been unable to adjust to the bureau operation, even though there has been no change in the employee's own skills and abilities.

(b) In the instances specified in (a) above, the employee will have the following rights:

- (1) He or she may return to the employee's original office of employment if there is a vacancy at such office, and if the transferee has more Unit Seniority than all employees on layoff from such office who have recall rights.
- (2) He or she may return to the employee's original office of employment, although there is no vacancy at such office, if he or she has more Unit Seniority than any one (1) employee at such office. In such case, an employee at such office will be

laid off in accordance with the layoff provisions of the Master Agreement in order to permit the transferee's return.

- (3) He or she may not return to the employee's original office of employment if there is no vacancy and no employee at such office with less Unit Seniority than his or her own. In such case, the transferee will be laid off from the bureau, and he or she may elect to be placed in a layoff status from the employee's original office of employment rather than from the bureau, in which case he or she will have the recall privileges specified in Section 11.7 of the Master Agreement in reference to vacancies at the employee's original office of employment.

(c) A transferee's service at the bureau shall be included in the employee's Unit Seniority at the office of employment to which he or she returns on active or layoff status.

6. (a) Every EJ staff job opening in the News Bureaus will be posted in each television office of the Company at least one (1) week in advance.

(b) The Company will give consideration to NABET-CWA-represented employees who apply to fill such vacancies, and at least the first (1st), third (3rd), fifth (5th), etc., person employed at the Bureaus will be from among qualified NABET-CWA people who apply; provided, however, that the decision of the Company with respect to each such application shall not be subject to arbitration. If an insufficient number of NABET-CWA people apply to fill the above formula, or if an insufficient number of those who do apply are qualified, then the formula will be modified to the extent necessary to fill the vacancies. Nothing herein shall obligate the Company to fill the even numbered vacancies on the list.

(c) Applicants who are accepted will pay their own moving and relocation expenses.

7. Engineers regularly assigned as video tape editors shall be a Group 3.

8. Upgrades:

(a) An engineer who edits video tape during a tour shall be upgraded to Group 5 for the entire tour. The performance of test editing and/or other set-up functions does not constitute editing and does not qualify an engineer for the upgrade.

(b) Whenever the video tape editing requires the use of a computer-controlled edit system (e.g., IPS 100, GVG 41, GVG 51) and a switcher with

special effects equipment (e.g., GVG 100), the Video Tape Engineer will be upgraded to Group 7 for any tour involving such use of that equipment.

(c) Whenever video tape editing requires the use of a computer-controlled edit system and a sophisticated switcher with special effects equipment (e.g., GVG 200, GVG 300), the Video Tape Engineer will be upgraded to Group 8 for any tour involving such use of that equipment.

9. (a) Notwithstanding the provisions of subparagraph 8(a) above, when editing is done in the field and no Technical Director is assigned, at least one (1) engineer shall be upgraded to Group 7.

(b) The provisions of paragraph 8 ("Upgrades") shall apply to field assignments.

10. An engineer upgraded under paragraphs 8 and 9 above may supervise any other engineers who are assigned to editing sessions.

11. Engineers regularly assigned as maintenance engineers shall be upgraded to Group 5.

## **20. OTE Guidelines**

Whereas it is of great importance that employees be given an opportunity to eat during the workday, the parties agree as follows regarding the assignment of "Opportunities to Eat" ("OTE"), pursuant to Sections A8.1(a), A8.2 and A8.6(b). The following is intended to be a clarification, consistent with past practice, and not a substantive change in the interpretation of any section of the Master Agreement:

1. An OTE shall be an amount of time sufficient for an employee to eat a meal, if he or she chooses. That period of time may be as little as ten (10) minutes on occasion but should not be so short a time on a regular basis.
2. An employee must be advised, among other means, verbally, in writing or on the schedule, that he or she will be receiving an OTE at or prior to the latest time at which a scheduled meal period may commence (e.g. 5 ½ or 6 ½ hours into the tour, as applicable), which is the point at which the legal window closes. On a day of air, a TD, crew chief or NABET-CWA-represented supervisor may be advised of an OTE(s) for employees working under his/her supervision and/or direction, thereby satisfying any obligation of notice.

3. An OTE may take place at any time during an employee's tour, except at the end of the tour after all work is completed i.e. the OTE should never be tacked on to the end of the workday. However, the desirability and feasibility of the OTE taking place around the middle of the tour should be taken into account.
4. The Company shall try to arrange for food to be delivered to an EJ crew(s) on "captive assignments" (e.g., stakeouts) where employees could not have reasonably anticipated the lack of time or the inability to procure food while on such assignment.
5. If an employee is given a one-hour meal period within the first eight hours of his/her workday and had an opportunity to eat (OTE) before his/her workday ended, the Company does not have to pay the employee the \$42.00, meal penalty set forth in Sections A8.1(a) and A8.6. However, if an employee is given a one-hour meal period outside the meal window within the first eight hours of his/her workday but had no OTE before his/her workday ended, the Company must pay the employee the \$42.00, meal penalty set forth in Sections A8.1(a) and A8.6.

NBCUniversal and NABET-CWA will continue to have a dialogue on OTE issues and will meet, from time to time, as need be.

## **21. Electronic Character Generator Operators**

An Engineering employee(s) who operates a device of the kind described in the first sentence of Section A2.2(b), or the first sentence of Section A2.2(c), or other devices when "slaved" to any such device will be classified as Group 2 and no upgrading shall be required if he or she is under the supervision of a Group 5, 6, 7 or 8. An operator of such device(s) assigned to the making of fonts (as distinguished from a "font fix" assignment) and not under the supervision of the Show Technical Director will be temporarily upgraded to Group 3. In addition, the Company may purchase fonts generally available to the broadcast consumer from any outside source or supplier. Notwithstanding any other provision(s) of the Master Agreement, or any practice thereunder to the contrary, cues and/or instructions may be given to an operator of such devices by other than NABET-CWA-represented personnel. Section 12.3(c) shall not be applicable to the upgrades provided in this Paragraph 21.

The taking of cues and/or instructions hereunder shall not constitute a precedent or practice and will not be cited in any proceeding between the parties.

- 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 six (6) months of employment in such position, 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.
  - (b) Employees may be hired on a temporary basis to replace regular employees who are on vacation or otherwise absent or to meet temporary workload requirements. Two (2) weeks shall be the minimum period for any such hiring pursuant to this Stipulation 22.
  - (c) At the time an employee is hired pursuant to subparagraphs (a) or (b) of this Stipulation 22, the Company will inform the employee of the specific subparagraph under which he or she is being employed.
  - (d) For an employee hired on a temporary basis hereunder, "home office" shall be determined by Company assignment and shall be defined, at the Company's election, as the employee's home or regular place of business, a Company facility within commuting distance of the employee's home if he or she is required to report at such facility before commencing the next assignment, or the out-of-town hotel or headquarters to which the employee may be assigned by the Company for the duration of the assignment.
  - (e) Temporary employees who accumulate more than fourteen (14) months of temporary service within a three (3) year span shall be entitled to

recall rights, subject to the terms and conditions set forth in Section 11.7(a) of the Master Agreement, for future temporary employment only at the office within the appropriate operating group for Engineering employees, or the appropriate seniority group for non-engineering units, in which recall rights were attained, according to length of service with the Company in comparison with other temporary employees similarly situated, provided that all regular employees on layoff at that time in the office involved are first offered such work, subject to the terms and conditions set forth in Section 11.7(a) of the Master Agreement. Temporary employees who have recall rights on the temporary recall list shall lose such rights if they have not been recalled for a period of three (3) years after having been laid off. The procedure set forth in Section 11.7(b) shall be applicable to recalls from the temporary list.

For purposes of this Stipulation 22 only, Engineering shall be divided into the following separate operating groups:

**Los Angeles**

- A.     Telecine  
        Studio/Field
- B.     Videotape - Production  
        Videotape - On-Air  
        Switching Central  
        Skypath™
- C.     Maintenance  
        Projects Engineering  
        Construction and Drafting
- D.     Video Tape Library  
        Film Services
- E.     EJ Network   - Field  
                      - Tape and Library
- F.     EJ Local      - Field  
                      - Tape and Library
- G.     Local Maintenance
- H.     Transmitter

### **New York**

- A. TV Studio/Field
- B. Video Tape-Production  
Video Tape-On-Air  
Video Tape Library  
Skypath™  
Switching Central  
Traffic
- C. Maintenance Engineering  
Broadcast Systems Engineering  
Transmitter Control
- D. Local and Network EJ: Editing  
Camera Crews  
Libraries
- E. Graphics

Also, for purposes of this Stipulation 22 only, News in New York shall be divided into the following separate operating groups:

- A. Network Newswriters
- B. Local Newswriters

### **Chicago**

- A. EJ Local-Field/EJ Network – Field
- B. EJ Local & Network (Editing and Library)
- C. Day of Air and Videotape
- D. Master Control
- E. Graphics
- F. Audio and TD
- G. Technical Maintenance and Construction
- H. EJ Maintenance
- I. Studio/Field



Also for purposes of Stipulation 22 only, Newswriters in Chicago shall be divided into the following separate operating groups:

- A. Newswriters
- B. Assignment Desk

**Washington**

- A. EJ Network – Field
- B. EJ Network – Editing and Library
- C. EJ Local – Field
- D. EJ Local – Editing and Library
- E. Master Control, Transmission and Videotape
- F. Sports
- G. A&P
- H. Network Graphics
- I. Local Graphics
- J. Network Audio and TD
- K. Local Audio and TD
- L. Maintenance
- M. Network Studio/Field
- N. Local Studio/Field
- O. TVSD

It is understood that temporary employment creates no entitlement to be hired in a regular position. It is further understood that placement on the temporary recall list establishes rights to temporary employment only at the office in the bargaining unit and operating group in which the individual was most recently employed on a temporary basis, and in which the individual was employed

during the time of the accumulation of the credits that placed such individual on the temporary list.

Temporary employment in the bargaining unit shall be included in computing pay seniority in temporary and regular employment, if the temporary employment in the bargaining unit is not separated by an interval of two (2) years or more from the current employment. Temporary employment shall not be included in computing Unit Seniority for regular positions.

Temporary employees who have not obtained recall rights on the temporary recall list may be discharged or laid off in the sole discretion of the Company. Temporary employees who have obtained recall rights on the temporary recall list shall be laid off in accordance with the procedure in subparagraph (e) above, and shall be covered by Article XIV.

Temporary employees under this Stipulation 22 shall receive a daily benefit payment of Fifty Dollars (\$50), and the NBCUniversal Business Travel Accident Plan. In addition, temporary employees under this Stipulation shall be eligible to participate in the Entertainment Industry Flex Plan and in the CWA Savings and Retirement Trust. The first Fifteen Dollars (\$15.00) a day of the daily benefit payment paid pursuant to this subparagraph shall be contributed to the Entertainment Industry Flex Plan.

Stipulation 22 temporary employees who were entitled to Sick Leave or Severance under the provisions of Stipulation 22 of the 1994-1999 Master Agreement may continue to receive such benefits for the length of their current Stipulation 22 employment or may opt at any time for the daily benefit payment of Fifty Dollars (\$50).

(See Sideletter 76)

The Company, at its option, has the right to convert daily-hire employees to temporary employees under Stipulation 22 and back to daily-hire status, including, but not limited to, for the purpose of not exceeding the annual daily hire allotment. A conversion from daily hire to Stipulation 22 shall be limited to once per calendar year per employee. (For personal services agreement application, see Paragraph (b) of Sideletter 2.)

(f) For the Units for which this Paragraph 22 is applicable, Section 11.6(f) shall be deleted and the phrase "Except as otherwise provided in Section 3.7," shall be inserted at the beginning of the second sentence of Section 11.6(a), and the following shall be added to Section 15.1:

"Temporary employees covered by Stipulation 22 shall not be entitled to severance pay under this Agreement. Employees

released during their probationary period shall not be entitled to severance pay under the Agreement."

23. When NABET-CWA-represented Engineering employees are assigned to entertainment or news pickups at Kennedy Center in Washington, D.C., such employees will perform all work covered by this Agreement required at such site. This shall not include the cabling work or lighting, other than light direction, within the three (3) theaters within the Center so long as such work remains under the jurisdiction by contract of IATSE. The term "cabling work" herein contained refers only to the installation and removal of cables, not to the manipulating and/or clearing of cables during rehearsal, broadcast or video taping, nor to the maintenance or connection of cables.

(The parties agree that: (1) this Stipulation supersedes the agreement arrived at with the Impartial Umpire affecting pickups at Kennedy Center; (2) it will not be cited in any dispute between the parties other than a dispute regarding work at Kennedy Center; and (3) none of the prior proposals regarding the Kennedy Center submitted at the negotiations will be cited by the parties in any dispute between them.)

24. A "credit day" is a day off designated by the Company in substitution for a regularly scheduled work day for which an employee receives eight (8) hours of base pay and on which he or she either performs no work or to which no hours of work are attributable under the Master Agreement.
25. When a continuous tour covers as hours worked, hours which were scheduled to be worked on a scheduled day off, the practice of the parties in each office as to credit days will be maintained.
26. (a) When the need for maintenance and/or repair of a piece(s) of equipment used in the field arises on a remote news pickup outside of a two hundred and fifty (250) mile radius from an Owned Station, and such maintenance and/or repair must be done on a short-turnaround basis, persons not covered by the Engineering Agreement may maintain and/or repair such equipment. In no event may such work be performed by a non-NABET-CWA NBCUniversal employee or, within a radius of one hundred (100) miles of an Owned Station, be performed by non-Engineering employees. Nor shall NBCUniversal send such equipment from inside to outside the two hundred and fifty (250) mile radius for the sole purpose of having the equipment maintained and/or repaired pursuant to this Stipulation 26.

- (b) When the need for repair of a piece(s) of equipment used in the field arises on a remote sports pickup outside of a two hundred and fifty (250) mile radius from an Owned Station, the manufacturer or its authorized service representative may repair such equipment. In no event may such work be performed by a non-NABET-CWA NBCUniversal employee or, within a radius of one hundred (100) miles of the home base of the equipment, be performed by non-Engineering employees. Nor shall NBCUniversal send such equipment from inside to outside the two hundred and fifty (250) mile radius for the sole purpose of having the equipment repaired pursuant to this Stipulation 26.
27. Nothing in the Master Agreement or any practice thereunder shall limit the right of the Company to lease (or otherwise permit the use of) its premises, facilities and/or equipment to any persons, companies or organizations for their own purposes without assigning employees covered by this Agreement. Notwithstanding the foregoing, the Company shall not exercise its rights under this Stipulation 27 with respect to any outside-produced program which was being produced in a building housing a Company studio as of February 9, 1991. Nor, in any event, may any Company equipment in any such building be maintained by employees of said persons, companies or organizations. As soon as practicable after it has reached agreement to lease (or otherwise permit the use of) a studio under this Stipulation 27 at an office of the Company as defined in Section 11.4, which does not involve use of a full NABET-CWA-represented crew covered by the Master Agreement, the Company will notify the Union of such arrangement, and, upon request, will meet with the Union to discuss any suggestions the Union has with regard to the participation of NABET-CWA-represented personnel.
28. No provision of the Master Agreement or practice thereunder shall prohibit persons not covered by the Master Agreement from providing any services or performing any work on any equipment which substitutes for services previously provided or work performed by AT&T and/or other companies for the purpose of transmitting and/or relaying program or other material, including, but not limited to, the installation, operation, maintenance or repair of any satellite or satellite-related transmission and/or relay system.

Notwithstanding the foregoing, for purposes of this Stipulation 28, the phrase "technical equipment" in Section A2.1 shall be deemed to include Company-owned satellite uplink transmitters and Company-owned satellite downlink receivers for radio and television broadcast, which are either installed on Company premises at a Company office as defined in Section 11.4 or used by NBCUniversal at the origin of a pickup for radio or television broadcast by the Company. In addition, computers, monitors, and other technical equipment associated therewith, all of which are located at the New York and Burbank offices of the Company and which are used as the control points of the

Skypath™ System shall be deemed technical equipment and when so used shall be operated and maintained by NABET-CWA-represented employees, except that any equipment, technical or otherwise, being maintained by the Harris corporation pursuant to the Comsat General/NBC service agreement for the Skypath™ System shall continue to be so maintained.

In the event that the Company is prohibited and/or prevented from maintaining and/or repairing a particular piece of equipment, technical or otherwise, by a renewal of the Comsat General (service provider)/NBC service agreement or by a service agreement analogous to the Comsat General/NBC agreement, for proprietary reasons, then the service provider or its representative may perform such maintenance and/or repair to the extent that the Company is not allowed to do so. At the request of the Union, proof of the service provider's refusal to permit the Company to perform the work involved will be supplied by the Company to the Union.

When maintenance, as outlined above, is performed by non-Company personnel in the New York and Burbank Skypath™ control rooms on equipment within NABET-CWA's jurisdiction, at least one (1) NABET-CWA-represented engineer will be present.

In addition, nothing herein shall prohibit non-Company personnel from conducting necessary control and/or test procedures on Skypath™ equipment. In the event such persons perform such tests or procedures on Company premises in New York or Burbank, at least one (1) NABET-CWA-represented engineer will be present during the tests or procedures.

In addition, nothing herein shall prohibit persons not covered by the Master Agreement from using the Skypath™ computer systems for informational purposes, or for the purpose of training NABET-CWA-represented employees or operationally responsible managers.

In addition, nothing herein shall prohibit "personnel who are expert in the Satellite Network Management System" from operating the aforesaid technical equipment for purposes of development or experimentation (and conducting control and/or test procedures in connection therewith), provided, however, that a NABET-CWA-represented employee shall be present to observe such experts when they are operating such equipment. "Personnel who are expert in Satellite Network Management Systems," as the term is used above, shall include: (i) Company personnel (whose names have been furnished in advance to the Union), and (ii) experts who are not Company personnel.

In addition, nothing herein nor any provision of the Master Agreement nor any practice thereunder shall prohibit NBCUniversal Engineering management personnel from operating any of the aforesaid technical equipment when it is

done to guarantee the integrity of the Skypath™ System in the event of unexpected, unusual workloads, program outages, or any other unforeseen, unexpected or irregular circumstance, beyond the reasonable control of the Company, which calls for expeditious corrective or preventive action. The intention of the parties during the above situations is to allow NBCUniversal Engineering management personnel to temporarily perform work normally within NABET-CWA's operational jurisdiction and not to replace NABET-CWA-represented engineers.

All employees assigned to operate any of the technical equipment which is located at the control points of the Skypath™ System shall receive the wage classification of Group 7A (i.e., Ten Dollars [\$10.00] above the Group 7 pay grade).

When an Engineering employee operates the satellite uplink equipment contained in a satellite newsgathering vehicle or transportable satellite equipment, when either is used for uplink, such employee shall be upgraded to Group 5 or higher. The provisions of Section 12.3(c) shall not be applicable to upgrades pursuant to this Stipulation 28.

Nothing herein shall prejudice the contractual position of either party as to whether or not the Master Agreement covers services or work performed in connection with or relating to any direct-delivery satellite or direct-delivery satellite-related transmission and/or relay system.

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND  
TECHNICIANS, THE BROADCASTING AND CABLE TELEVISION WORKERS  
SECTOR OF THE COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO-  
CLC

By (s) Charles G. Braico

NBCUNIVERSAL MEDIA, LLC

By (s) Jason Laks

## SIDELETTER GA-1

### NEW YORK GRAPHICS AGREEMENT

This will confirm our agreement as to the employment of persons as graphic assistants, graphic designers and graphic design engineers.

1. The term "employee" as used herein applies to all graphic artist employees employed by the Company in its Broadcast Creative Services Department, Show Art Department and WNBC Creative Services Department at 30 Rockefeller Plaza, New York, New York, excluding all other employees, guards and supervisors as defined in the National Labor Relations Act, as amended.
2. The duties of employees hereunder shall include work (other than work utilizing technical equipment subsequent to September 29, 1981) which such employees have performed in the past for the Company in all instances where the Company has such work performed by its own employees. The Company agrees that in no event will such work be subcontracted for the purpose of evading the provisions of this Agreement. However, it is further understood that nothing contained in either of the foregoing sentences shall be deemed to confer rights upon either the Company or the Union that neither had prior to June 27, 1984, nor shall anything contained herein be deemed to diminish rights that either the Company or the Union had prior to such date. Nothing herein shall prejudice the position of either party with respect to its position on scope of unit or subcontracting prior to such date.
3. All Graphic Designers, Group 1G, may continue to perform duties provided for in paragraph 2, and may be upgraded to perform duties that are performed exclusively by NABET-CWA-represented Engineers within other classifications, and at the other minimum wage scales set forth in Article A-III of the Engineering Agreement, except as modified by paragraph 6 below.
4. At least one (1) Graphics Design Engineer, Group 7, will be assigned five (5) days per week, one (1) tour per day, in each operating area. Such Engineers may be operational and may, where reasonable to do so, be assigned as Show Lead.\* Employees who perform Show Lead assignments will be upgraded to Group 5 for any tour involving such work. Should the work require operations described in paragraph number 6 hereof, the upgrade will be to Group 6 for any such tour.

\*Show Lead assignments include, but are not limited to, supervision of at least two (2) "A" contract employees.

5. Instead of Article A-V, the following shall be applicable to graphic artist employees:

When a Show Lead for a program is on duty, the issuance of work assignments to Graphic Design Engineers and/or Graphic Designers who are engaged in the production of that program shall normally be made through such Show Lead, provided nothing limits the rights of managers or producers to issue work assignments. In the interests of efficiency, promoting an orderly work flow, and to minimize confusion and unreasonable strain or workload, such managers or producers shall make a good-faith effort to communicate with the assigned Show Lead on those occasions when they have issued or will issue a work assignment to any NABET-CWA-represented personnel assigned to a program under the supervision of such Show Lead.

6. Group 2, 3, 5, 6, 7 and 8 Graphic Design Engineers may operate, singly or in combination, any technical equipment used in creating and/or playing back any still or motion display, graphics, motion graphics, animation, digital and special effects, and/or playing back any other kind of visual material, including, but not limited to, electronic character generators, electronic freehand display devices, artistic devices, sophisticated electronic recording and storage devices, computer controllers, audio devices, cameras and digital effects equipment, without being upgraded to a higher classification. One (1) Graphic Design Engineer need not perform all of the technical operations in connection with such visual material. If there is more than one (1) Graphic Design Engineer assigned in connection with the same visual material, the Company will determine whether and how the work shall be distributed among such Graphic Design Engineers, and it need not assign any of the technical operations to each such Graphic Design Engineer. Moreover, nothing herein shall prohibit the Company from assigning any or all of the technical operations to a NABET-CWA-represented engineer (i.e., a non-Graphic Design Engineer).

Graphic Design Engineers in a classification lower than Group 6 may operate a graphics production switcher for the purpose of creating still or motion graphics without being upgraded to a higher classification if such operation is performed under the supervision of a Group 6 engineer in the vicinity.

If a Graphic Design Engineer in a category lower than Group 7 operates a graphics production switcher as a multisource playback device for the purpose of feeding graphics material out of the graphics area, such Graphics Design Engineer shall be upgraded to Group 7. However, a Graphic Design Engineer functioning under the supervision of a Group 6 engineer may operate other playback devices for the purpose of feeding graphics material out of the graphics area without being upgraded to a higher classification.



If a Graphic Design Engineer operates a computer-controlled edit system (e.g., IPS 100, GVG 41, GVG 51) together with a sophisticated switcher with special effects equipment (e.g., GVG 300), and digital video effects equipment (e.g., multi-channel ADO, Abekas A-62), all for the purpose of creating motion graphics, such Engineer shall be upgraded to Group 6 for any tour on which said work is performed for at least four (4) hours, provided that such Engineer also operates at least three (3) video tape machines. If, in addition to performing the foregoing work, such Engineer is not under the supervision of a Show Lead in the graphics area, the upgrade shall be to Group 7. If the Engineer's work also includes final production audio, the upgrade shall be to Group 8. It is expressly understood, however, that nothing in this Sideletter may be interpreted to mean that any graphics operations are, in any respect, covered by the Video Tape Agreement.

7. Graphics Management and/or Producers who have responsibility for graphics (whose names have been furnished in advance to the Union) may operate keyboard and/or palette controlled devices (including the electronic storage, uploading, downloading and/or recall of material in connection therewith) in a graphics area for the purpose of experimentation, style development, demonstration, instruction, training, or information. In addition, any person may operate such devices for archival purposes.

The intent of the above is to facilitate supervision and direction, and not for Graphics Management and/or Producers to supplant any employees covered hereunder in performing bargaining unit work.

[The Settlement of Grievance NN88-137 shall be null and void and of no further force and effect except with respect to any upgrades provided therein.]

8. It is understood and agreed that with regard to regularly scheduled local or network news programs originated from New York, or any portion of such programs originated from New York, only original, in-house artwork for "over the shoulder" graphics and/or for original, in-house news stories (but not including weather graphics), when performed on technical equipment in New York, falls within the exclusive jurisdiction of the "A" Engineering Agreement, but only as it applies to the New York City graphic arts operation, and the exceptions set forth in Section A2.2(b)(i) and (ii) and Section A2.2(c)(ii) shall not be applicable to such work.

Notwithstanding the foregoing, NBCUniversal may use artwork, including artwork concepts, which was created for another purpose (e.g., advertising and promotion, community affairs, sports) or was created in another medium (e.g., print) by persons not covered by the Master Agreement, provided that in-house conformance of such artwork, if any is necessary, for use in regularly

scheduled NBCUniversal local and/or network news program(s) shall be done by a NABET-CWA-represented engineer(s).

9. The provisions of this Agreement are applicable only to the equipment, personnel and operations described. These provisions and the practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving such utilization of such equipment and/or personnel; nor shall the inclusion of any provisions herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement, or that it limits or restricts such rights.

#### SIDELETTER GA-2

This will confirm our agreement with respect to the transfer of graphic artist employees, as defined in the New York Graphics Agreement, to the New York Engineering seniority list.

Effective September 29, 1981, New York graphic artist employees covered in the New York Graphics Agreements will be transferred to the New York Engineering seniority list in accordance with the following:

- (1) Employees on the Seniority List below with a September 29, 1981 designation will be transferred as a group effective September 29, 1981, and in order of their graphic artist seniority.
- (2) Employees on the Seniority List below who became regular employees after September 29, 1981 will be transferred effective on the date designated on that list.
- (3) All employees who become regular employees on or after June 27, 1984 will have a seniority date established in accordance with the Master Agreement.

#### SENIORITY LIST

1.	W. Shortridge	9/29/81	21.	A. Vu-Cong	9/29/81
2.	W. Slovik	9/29/81	22.	F. Aloise	9/29/81
3.	S. Pyka	9/29/81	23.	T. Brown	9/29/81
4.	M. Pahios	9/29/81	24.	M. Katz	9/29/81
5.	R. Pook	9/29/81	25.	M. Collins	9/29/81
6.	O. Morales	9/29/81	26.	R. Winterrowd	9/29/81
7.	D. Ubinas	9/29/81	27.	B. Ewing	1/09/82
8.	B. Dula	9/29/81	28.	S. Kanidinc	5/17/82
9.	N. Benitez	9/29/81	29.	J. Brainard	5/24/82
10.	J. Choi	9/29/81	30.	B. Scott	5/31/83
11.	B. Brandel	9/29/81	31.	P. Marano	2/07/83

12.	A. Fernan	9/29/81	32.	R. McCleary	5/16/83
13.	E. Ivenbaum	9/29/81	33.	D. Boston	10/22/83
14.	R. Ruan	9/29/81	34.	K. Miles	10/22/83
15.	G. Teixeira	9/29/81	35.	G. Logue	10/22/83
16.	B. Gilbert	9/29/81	36.	K. Hale	10/22/83
17.	C. Pernelli	9/29/81	37.	J. Maltz	1/15/84
18.	E. Hinrichsen	9/29/81	38.	S. Faucette	1/15/84
19.	D. Zider	9/29/81	39.	S. Marchand	1/15/84
20.	F. Kraus	9/29/81	40.	R. Bresnan	1/15/84

## SIDELETTER WA-1

### WASHINGTON, D.C. GRAPHICS AGREEMENT

This will confirm our understanding as to the employment of persons known as "Staff Artist" and "Senior Staff Artist" under the Contract "C" Staging Services Agreement in Washington, D.C. (1979-1983) as employees under the Contract "A" Engineering Agreement.

- (1) The duties of employees shall include work (other than work utilizing technical equipment under the "A" Contract) which such employees have performed in the past for the Company in all instances where the Company has such work performed by its own employees. The Company agrees that in no event will such work be subcontracted for the purpose of evading the provisions of this Agreement. However, it is further understood that nothing shall be deemed to confer rights upon either the Company or the Union that neither had prior to November 10, 1984, nor shall anything contained herein be deemed to diminish rights that either the Company or the Union had prior to such date. Nothing herein shall prejudice the position of either party with respect to its position on scope of unit or subcontracting prior to such date.

The duties hereinabove referred to include, but are not limited to:

- (a) Perform duties entailed in the design, construction, painting, coloring, decorating, placard painting, lettering and printing, maintenance, and/or assembly of television studio sets and props.
- (b) They may also procure items of material and props and equipment required in connection with design, construction, and decoration of sets and props.
- (c) Staff Artists shall receive air credits for art work, sets and graphics, if done in situations above normal art work in the artistic concept.

- (d) When the Senior Staff Artist is absent, a Staff Artist will be upgraded to Senior Staff Artist. Such upgrading shall be only for vacations, and for illness beyond the first (1st) day. It is understood that this upgrading shall be for one (1) shift per day in each case.
- (e) Contract "A" Staff Artists and Contract "C" employees may both work together in the set-up and knockdown of scenic elements in the studios and staging area.
- (f) In the sole discretion of the Company, perform make-up and costume duties.
- (2) All Staff Artists Group 1W may continue to perform duties provided for in paragraph 1, and may be upgraded to perform duties that are performed exclusively by NABET-CWA-represented Engineers within other classifications, and at the other minimum wage scales set forth in Article A-III of the Engineering Agreement, including the supplement to Section A3.1, except as modified by paragraph 4 below.
- (3) At least one (1) Graphic Art Director, Group 6, will be assigned five (5) days per week, one (1) tour per day. Such Director may be operational.
- (4) Group 2, 3, 5 and 6 Graphic Design Engineers may operate, singly or in combination, any technical equipment used in creating and/or playing back any still or motion display, graphics, motion graphics, animation, digital and special effects, and/or playing back any other kind of visual material, including, but not limited to, electronic character generators, electronic freehand display devices, artistic devices, sophisticated electronic recording and storage devices, computer controllers, audio devices, cameras and digital effects equipment, without being upgraded to a higher classification. One (1) Graphic Design Engineer need not perform all of the technical operations in connection with such visual material. If there is more than one (1) Graphic Design Engineer assigned in connection with the same visual material, the Company will determine whether and how the work shall be distributed among such Graphic Design Engineers, and it need not assign any of the technical operations to each such Graphic Design Engineer. Moreover, nothing herein shall prohibit the Company from assigning any or all of the technical operations to a NABET-CWA-represented engineer (i.e., a non-Graphic Design Engineer.)

Graphic Design Engineers in a classification lower than Group 6 may operate a graphics production switcher for the purpose of creating still or motion graphics without being upgraded to a higher classification.

If a Graphic Design Engineer in a category lower than Group 6 operates a graphic production switcher as a multisource playback device for the purpose of feeding graphics material out of the graphics area, such Graphic Design Engineer shall be upgraded to Group 6. However, a Graphic Design Engineer may operate other playback devices for the purpose of feeding graphic material out of the graphics area without being upgraded to a higher classification.

- (5) It is understood and agreed that with regard to regularly scheduled local news or network news programs originated from Washington, D.C., or any portion of such programs originated from Washington, D.C., only original, in-house artwork for "over the shoulder" graphics and/or for original, in-house news stories (but not including weather graphics), when performed on technical equipment in Washington, D.C., falls within the exclusive jurisdiction of the "A" Engineering Agreement, but only as it applies to the Washington, D.C. graphic arts operation, and the exceptions set forth in Section A2.2(b)(i) and (ii) and Section A2.2(c)(ii) shall not be applicable to such work.

Notwithstanding the foregoing, NBCUniversal may use artwork, including artwork concepts, which was created for another purpose (e.g., advertising and promotion, community affairs, sports) or was created in another medium (e.g., print) by persons not covered by the Master Agreement, provided that in-house conformance of such artwork, if any is necessary, for use in a regularly scheduled NBCUniversal local and/or network news program(s) shall be done by a NABET-CWA-represented engineer(s).

- (6) In each of the following departments, Management and/or Producers who have responsibility for graphics (whose names have been furnished in advance to the Union) may operate keyboard and/or palette controlled devices (including the electronic storage, uploading, downloading and/or recall of material in connection therewith) in a graphics area for the purpose of experimentation, style development, demonstration, instruction, training, or information:

Local Station Engineering  
Local Station Programming and Community Affairs  
Local Station News  
Local Station Advertising and Promotion  
Network News

In addition, any person may operate such devices for archival purposes.

The intent of the above is to facilitate effective supervision and direction, and not for Graphics Management and/or Producers to supplant any employees covered hereunder in performing bargaining unit work.

(7) (a) The Washington ADDA Systems Operations Agreement, dated January 1, 1980, shall be cancelled.

(b) The Washington ESS Systems Operations Agreement, dated November 6, 1981, shall be cancelled except that Section 3, a, b and c, page three shall remain in effect, and the "Agreement" dated November 6, 1981 shall remain in effect.

The following named employees:

1. Leigh Sorin
2. Sydney Ayoung
3. Gwen Lewis

who are in an upgraded classification as a result of the application of the Washington ESS Systems Operations Agreement, dated November 6, 1981, shall not be downgraded. One (1) of the above shall be named the ESS/Chyron Supervisor.

(c) The Radar and News Room Camera Agreement and ADDA amendments, dated November 26, 1980, shall be cancelled except that Sections 4, upgrades referred to in Sections 5, and 6 shall remain.

(8) The provisions of this Agreement are applicable only to the equipment, personnel and operations described. These provisions and the practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving such utilization of such equipment and/or personnel; nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement, or that it limits or restricts such rights.

## **SIDELETTER WA-2**

This will confirm our agreement with respect to the transfer of Staff Artist employees, as defined in the Washington, D.C., Graphics Artists Agreement above, to the Washington, D.C., Engineering seniority list.

Washington, D.C., Staff Artist employees covered by the Washington, D.C., Graphic Artists Agreement will be transferred to the Washington, D.C., Engineering Seniority List in accordance with the following:

- (1) Employees on the Seniority List below will be credited with Engineering Contract seniority dates the same as their respective Staff Artist seniority dates:

NBC EMPLOYMENT DATE

Thomas Nelson	6/03/63
Lawrence Leeds	10/12/70
Randal Grams	1/07/74
Lloyd Francis	2/28/77
Thomas Hanley	1/07/80
John Gribbin	1/07/80
Louis Bargmann	6/09/80
Raymond East	8/25/80
Geraldine Groody	9/08/80
William Johnson	1/18/82
Catherine Krebs	3/31/84

- (2) All employees who become regular employees on or after the effective date of this agreement will have a seniority date established in accordance with the Master Agreement.

SIDELETTER WA-3

This will confirm our understanding that effective November 10, 1984, references to Film Editing, as set forth in Article C2.4 and C2.6 in Washington, D.C., shall be transferred into Contract "A."

**VIDEO TAPE AGREEMENT**

New York, Los Angeles, Chicago & Washington

1. Staffing of all video tape operations hereunder shall be as required.
2. All video tape operators assigned hereunder shall be Group 3. All employees assigned to a Video Tape Library shall be Group 2. All employees assigned to the on-air operation of tape cartridge machines (e.g., TCR 100, etc.) shall be Group 5.
3. Supervision:

A Technical Director or a Group 7 or 8 Video Tape Engineer may supervise video tape operations to the extent delegated by appropriate management; a Video Tape Engineer operating a machine(s) may do the actual starting or

stopping by watching the clock; also pre-set timing devices may be used to start or stop the machines.

4. Editing Upgrades:

- (a) An engineer who edits video tape during a tour shall be upgraded to Group 5 for the entire tour. The performance of test editing and/or other set-up functions do not constitute editing and thus do not qualify an engineer for the upgrade.
- (b) Whenever the video tape editing requires the use of a computer-controlled edit system (e.g., IPS 100, GVG 41, GVG 51) and a switcher with special effects equipment (e.g., GVG 100), the Video Tape Engineer will be upgraded to Group 7 for any tour involving such use of that equipment.
- (c) Whenever video tape editing requires the use of a computer-controlled edit system and a sophisticated switcher with special effects equipment (e.g., GVG 200, GVG 300), the Video Tape Engineer will be upgraded to Group 8 for any tour involving such use of that equipment.
- (d) In Los Angeles and New York, when an Assistant Editor is assigned and performs sophisticated and complex audio functions, he or she will be upgraded to Group 5 for the day in accordance with the existing practices in those offices. In Chicago and Washington, if such audio functions are anticipated, the parties will meet to discuss the particular circumstances, and the Company will not unreasonably deny the Group 5 upgrade.

- 5.
- (a) It is recognized by both parties that employees editing under this agreement have unique talents and skills, and that they are expected to make significant artistic contributions to the program material which they edit; however, employees covered by this agreement shall at no time be responsible for the editorial content of program material which they edit. Employees who are assigned to the recording of incoming feeds may be required to make brief notes of significant events to facilitate the subsequent editing of that material.
  - (b) Employees shall, at the direction of the person(s) taking editorial or creative responsibility, work alone, and may be required to make adequate notes on the substance of any material to facilitate any subsequent editing.



6. Tape Library - Flow:

- (a) A Video Tape Engineer, Group 5 (except a Group 6 in New York and Los Angeles), will be assigned five (5) days per week, one (1) tour per day to each Video Tape Library (such as EJ Local when a separate departmental Library, EJ [Local and Network] when one (1) separate departmental Library, Production when a separate departmental Library, etc.) which existed as of February 9, 1991, provided further that the Network and Local Libraries in Washington and the Network Library in Los Angeles are excluded from such staffing requirement. To the extent delegated by appropriate management, he or she may direct and coordinate the activities of other employees in each such Video Tape Library and may be responsible for the shipping, receiving and in-house handling of all video tapes.
- (b) Those persons assigned to the Video Tape Library may perform machine operating functions in relation to video tape for archival purposes (e.g., assembling, dubbing, copying, degaussing, timing, inspecting and previewing of video tape so that the tape will be suitable for cataloguing, storage or reuse). Such persons may be assigned to perform any other functions if appropriately upgraded.

7. Rest Periods:

Engineers assigned hereunder will receive a reasonable rest period which may be scheduled.

8. Labels with a NABET seal (a NABET-CWA seal when the current supply of labels runs out) will be applied to tape reels, reel containers, field cassettes and electronic count-down devices.

9. Air Credits:

Whenever air credits are given on a taped program to personnel covered by the Engineering Agreement, other than the Technical Director, an air credit will also be given to the Video Tape Engineer who edited such program. Such credit may be given on the same frame containing credits for other technical personnel. In no case will credit have to be given to the Video Tape Engineer where circumstances make the giving of such credit impractical, e.g., where the credit crawl was completed prior to the assignment of the Video Tape Engineer to the program.

10. Training:

An engineer assigned to any video tape operation shall be given an adequate opportunity to adjust to his or her new duties and shall receive individual training if necessary. A conscientious, good-faith effort shall be made to provide engineers with appropriate training.

11. At and enroute to or from a field location, non-Company personnel who normally perform such work may move, transport and deliver editing equipment. Normally, the Company shall make such arrangements, but if they are not made, an engineer hereunder is authorized to do so, and shall make arrangements exercising prudent judgment. Nothing in this paragraph 11 shall prejudice the parties' contractual positions with respect to the movement, transportation or placement of technical equipment.

12. The following applies to Engineering employees covered by the Master Agreement assigned to editing assignments in the field, when not reporting to a Group 7 or 8:

(a) In the event that one (1) employee is assigned, he or she shall be a Group 6.

(b) If two (2) or more employees are assigned to the same location at the same time, for a single editing package, the first employee shall be a Group 6 and any additional employees shall be Group 3's. Where more than one edit package is utilized at the same location, the first employee shall be a Group 7, additional editors shall be Group 5's, and additional employees may be Group 3's. The Group 6's and 7's referred to in subparagraphs (a) and (b) may be operational.

(c) Group 6, 7 or 8 employees will work separately from and not be under the supervision of the A2.2(e) T.D. or the T.D. at any office. Such Group 6, 7 or 8 employees may supervise any other engineers who are assigned to editing sessions. Other than NABET-CWA-represented employees may instruct and/or direct such Group 6, 7 or 8 employees.

(d) The provisions of Paragraph 4 ("Editing Upgrades") shall apply to field assignments.

13. All Local Agreements prior to November 10, 1984 covering video tape operations are cancelled, except for upgrades already received by virtue of such Agreements. In any location where certain employees were being upgraded prior to November 10, 1984, on a temporary basis to Group 5 at the flat rate of pay, those particular employees, if temporarily upgraded in the

future, will continue to receive the top rate of pay for Group 5, notwithstanding the creation of a Group 5 escalator.

### **WASHINGTON STAFFING AGREEMENT**

- (1) Day-of-Air TD: The duties of the Technical Director shall be those specified in Article A-IV of the contract. In further clarification, the TD will operate the audio/video switcher and the automation system. He or she may be required to roll film and/or tape, change slides and/or ESS stills, operate audio and video tape machines, character generators and other equipment related to his or her operation, and load and/or unload any cartridges for station breaks adjacent to programs under his or her supervision or when integrated with live, film or tape programs.

The TD has the right to request assistance when he or she feels that the work load attendant to such an operation becomes excessive. Management will accede if they deem the request reasonable.

In addition, the TD may be required to perform any operations associated with the total automation system, including, but not limited to, duties formerly performed by Operations Directors.

- (2) As needed, an additional technician may be assigned as LDE/Maintenance person to field pickups. Further additional employees assigned as "relief persons" shall be added to field crews when program pickup air time is in excess of one (1) hour.
- (3) One (1) Group 7 employee will be assigned to Maintenance and one (1) Group 7 will be assigned to EJ Maintenance five (5) days per week, eight (8) hours per day. At all other times when any employee is on duty in Maintenance, at least one (1) such employee shall be a Group 6 or Group 7. The Group 6 and/or Group 7 employee referred to in this Paragraph (3) may be operational.

Group 5 engineers assigned to local radio maintenance will be upgraded to Group 6.

- (4) From among the employees regularly assigned to the Construction Department, the following upgrades shall be made and maintained:

1 - Group 7 and  
50% of the balance to be Group 5's.

Any upgrades to classifications above Group 5 beyond the minimum of one (1) Group 7 shall count toward the Company's obligation on Group 5's.

- (5) The term of this Agreement shall commence on April 1, 2006 and shall continue through March 31, 2009.

#### SIDELETTER 1 (Special Severance)

The Union recognizes that the broadcasting industry is undergoing significant technological changes and improvements, and gives the assurance that it will not prevent or impede such progress. The Company recognizes that employment of individuals covered under the Engineering Agreement, who have attained long years of service, may be affected by the new methods of operation. To this end, it is agreed that a special severance allowance will be paid to employees covered by the aforesaid Agreement, having three (3) years or more of Unit Seniority, who are laid off due to reduction in force, as follows:

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

Such special severance allowance shall be in addition to the severance pay provided for in Section 15.1 of the Master Agreement, and shall be disbursed in installments of \$100.00 per week starting with the termination of the severance pay period as set forth in Section 15.1 (e.g., an employee with three (3) years of Unit Seniority who is laid off shall receive \$100.00 at the start of the fifth (5th) week after he or she is laid-off). Payment of the special severance allowance, however, is subject to the following qualifications and limitations:

- (1) If the employee is recalled for employment prior to the end of the severance pay period as set forth in Section 15.1, and he or she accepts such recall, the special severance allowance shall not be payable; if the employee refuses such recall, no special severance allowance shall be payable.
- (2) If the employee is recalled for employment prior to the end of the special severance allowance period, and he or she accepts such recall, the special severance allowance installments shall cease as of the time of such recall. If the employee refuses such recall, the special severance allowance installments shall cease as of the time of such refusal; however, if the job for which the employee is recalled is specified as for a period equal to or less than the unused portion of the employee's special severance allowance period, he or she may refuse the recall and still be entitled to the remaining portion of the special severance allowance installments.

- (3) If the employee at the time of lay off or at any time within the severance pay period accepts a position in another department of the Company at a rate not more than twenty percent (20%) below the rate of his or her last position, he or she shall not be entitled to the special severance allowance unless he or she is subsequently laid off in the new position before he or she has completed six (6) months of service.
- (4) Where an employee has received the total special severance allowance to which he or she is entitled and is reemployed at any time thereafter, he or she shall not be entitled to a second special severance allowance unless, subsequent to his or her reemployment, he or she accumulates sufficient years seniority to qualify the employee for another special severance allowance and is laid off. Service prior to his or her reemployment shall in no event be counted for this purpose.
- (5) Where an employee has received a portion of the total special severance allowance to which he or she is entitled and is reemployed at any time thereafter, the employee shall be entitled to the unused portion of his or her special severance allowance upon layoff subsequent to the employee's reemployment, plus a second special severance allowance if he or she accumulates sufficient years' seniority, subsequent to his or her reemployment, to qualify the employee for the special severance allowance. Service prior to the employee's reemployment shall in no event be counted for this purpose.

The Company will endeavor to find other positions within its organization for employees having three (3) years or more of Unit Seniority who are scheduled to be laid off, and will provide such employees, where possible, time off to be interviewed for positions outside the Company during their regularly scheduled work day.

## SIDELETTER 2

The Union confirms the Company's interpretation on the following:

- (a) The Company can make deductions from the daily benefit payment when daily-hire and Stipulation 22 employees receive benefits from other sources for which the Company pays or otherwise incurs the cost for such employees.
- (b) The Company has the right to negotiate personal service contracts with better terms than the Master Agreement without Union involvement. The Company shall notify the Local Union, in writing, of any overscale arrangements or personal services agreements entered into with any NABET-CWA represented employee. Written documentation of any

overscale arrangements and any personal services agreements entered into will be made available to the Local Union upon request. The Local Union will restrict persons who will have access to such written arrangements and agreements to a “need to know” basis and for all other persons will keep the identity of the individual and overscale amount confidential. Prior to the inspection by the Union or the release to the Union of any written documentation of any overscale arrangement or personal services agreement covered hereunder, the parties will sign a confidentiality agreement to this effect. Moreover, the daily benefit payment required to be paid pursuant to Sideletter 32 or Stipulation 22 to an employee covered by a personal services agreement may be credited against any bonus or other compensation included in such agreement which was intended to cover such daily benefit payment.

- (c) MSNBC may originate graphics for other NBCUniversal operations.
- (d) The Company may assign any functions performed by employees in connection with the operation of the Technical Operations Center, Broadcast Operations Control, Integration Control, the Media Operations Center and TVSD Master Control Hubs to NABET-CWA-represented employees or persons not covered by the Master Agreement.

[The Union withdraws with prejudice grievances NN 05-05 and NN 05-31.]

- (e) The Company has the right to use an outside entity (e.g. Liberty Livewire) to downlink and uplink any feeds.
- (f) The rights the Company had pursuant to its contract with Macy's of March 9, 2000 for the Macy's July 4th Fireworks Special do not constitute the underlying property rights under Sections 7.1 and A2.3(a).
- (g) Sideletter 40 applies in situations where the Company at one time had the right to determine the technical crew and did not retain it.
- (h) With respect to automation systems, the Company may assign NABET-CWA-represented employees or persons not covered by the Master Agreement to input data or instructions into a computer system for the purpose of, including, but not limited to, scheduling or moving any on-air elements, reporting discrepancies and maintaining the station log.

- (i) NABET-CWA-represented employees or persons not covered by the Master Agreement may operate, install, maintain and/or repair any equipment that is capable of switching routing devices, provided such equipment is a computer device as defined in Sideletter 14. Persons not covered by the Master Agreement may operate any other routing devices not covered above for monitoring purposes, to feed content into non-linear editing devices or other computers, or for other purposes that may have developed as a practice at any office of the Company.

[Local 31 has withdrawn grievances NW 04-03, NW 04-13 and NW 04-15 by letter dated March 3, 2006.]

- (j) 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.

### SIDELETTER 3

The following represents the understanding between the Company and Union regarding Section 7.1(i) and Section A2.3(b)(7) of the Master Agreement:

In the event that the Union alleges that the Company is utilizing the provisions of either or both of the aforesaid Sections in such a manner as to cause the Union to believe that a substantial threat to employment has been created by such utilization of the provisions, the Union may, upon notice to the Company, refer the matter to a Joint Study Committee to be comprised of two (2) Company and two (2) Union representatives and the Impartial Umpire acting as mediator. The Company may designate as one (1) of its representatives a representative of ABC.

Such Committee shall meet for the purpose of discussing and attempting resolution of the alleged problem. Any resolution thereof shall remain in effect and govern the application of such clause during the balance of the term of the Master Agreement.

#### SIDELETTER 4

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, 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 5

The deletion of the News Insert Sideletter was occasioned by clarifications of and other changes in the Union's jurisdiction under the Master Agreement made during the 1990 negotiations. As a result of these clarifications and changes, it is understood and agreed that the Company may accept for broadcast, without limitation, live and/or taped outside-produced program material, portions of programs (live inserts or segments of any length) or entire programs. This includes material supplied by any news and other information-gathering organizations.

For example, in addition to entire outside-produced programs, the Company may broadcast within a program produced by the Company outside-produced inserts or segments or other outside-produced material, or vice versa.

#### SIDELETTER 6

When an employee on a remote assignment travels one hundred (100) miles or more (one-way) from his Company office to the site of such assignment and will be on the clock for at least fifteen (15) hours, he/she may request sleeping accommodations for the purpose of rest before returning and the Company shall not unreasonably deny such a request.

An employee who is provided with sleeping accommodations will be credited with the travel time it would have taken to return from such assignment. Such travel time shall be attributed only to the day of such assignment.

#### SIDELETTER 7

This will confirm our understanding that in applying subparagraph (viii) of Section A2.2(e)(4), the Agreement dated May 12, 1971 between NBC, NABET Local 41 and IATSE Local 2, concerning field lighting in the Chicago area, remains in effect and incorporates by reference the Award, as modified, of May 15, 1970 by Daniel J. Healy. It is our understanding that with respect to remote lighting in other than



houses maintaining IATSE jurisdiction, the Company may assign IATSE or NABET-CWA-represented employees to lighting duties in its sole discretion, except the Company agrees that any person assigned to perform Light Direction Engineer functions in all cases covered by the Healy Award shall be a NABET-CWA-represented employee. NABET-CWA and NBC are agreeable to naming Raymond McAlpin as the arbitrator under the May 12, 1971 Agreement. It is understood that the five-day notice requirement does not apply to news pickups with hand-held electronic cameras.

#### SIDELETTER 8

This will confirm our understanding that Part (2) of the second paragraph of Section 7.1(k) is without prejudice to the positions of the parties on the use of clip leads by non-NABET-CWA personnel.

#### SIDELETTER 9

It is agreed that the Award of Eva Robins in NN75-12 shall be applied nationally to Section 3.3 in the General Articles and to Section N12.1 of the New York Newswriters Agreement insofar as that Award is relevant to the content of that Section.

#### SIDELETTER 10

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 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

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 VIU, 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:

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.
2. A non-unit person may use such cameras if he/she has specialized knowledge or special access to a location or event due to such person's identity or particular involvement in an event, or relationship to a news story or to persons related to such story.
3. In both 1 and 2, above, such person need not perform all of the work in connection with such program or material. If there is more than one (1) such person in connection with the same program or the same material, the Company shall determine whether and how the work shall be distributed among such persons, and it need not assign any of the work to each such person.
4. Nothing herein shall prohibit the Company from assigning any or all of the work to a NABET-CWA-represented engineer.
5. NABET-CWA-represented engineers may, in combination with their normal work functions, be assigned to perform news production duties in accordance with Sideletter 54.
6. Non-unit persons may utilize any associated equipment in conjunction with the operation of digital cameras pursuant to this Sideletter, including, but not limited to tripods, monopods and microphones (including wireless mics and their receivers). Material obtained by a non-unit person pursuant to this Sideletter may be transmitted

by such person. The foregoing sentence is not intended to affect either parties' rights with respect to microwave or satellite equipment installed in a vehicle.

7. No NABET-CWA-represented engineer on regular staff as of March 19, 2019 shall be laid off during the period March 20, 2019 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.

8. The terms of this Sideletter 11 are without prejudice to the contractual positions of the parties regarding the utilization of digital cameras and the application of the Computer Sideletter thereto. The provisions of this Sideletter are applicable only to the equipment, personnel and operations described and any assignments involving the use of such equipment shall not create a precedent or a practice. Moreover, the inclusion of any provisions herein shall not be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement or that it limits or restricts such rights.

9. During the term of this Agreement, the Company and the Union shall meet on no less than a semi-annual basis in New York (or elsewhere by agreement) to review any problems or disputes arising out of the utilization of this Sideletter. No grievances may be filed with respect to this Sideletter until the parties have thoroughly reviewed and discussed such problems or disputes at these meetings.

With respect to any problems or disputes which are not resolved at meetings held pursuant to this paragraph, it is agreed that the Union may file formal grievances within forty-five (45) days after the conclusion of said meetings, and, except as provided in paragraph 10 below, that any such grievances may be referred to arbitration on a national basis by either party. It is further agreed that the Company may not object to the arbitrability of any such grievances on the grounds of timeliness, except for defenses based upon the time limitations contained in this paragraph.

10. It is understood between the parties that any litigation, including, but not limited to, any grievance, arbitration, NLRB matter or other proceeding concerning the application of this Sideletter shall be limited to alleged violations of its enumerated paragraphs 1 through 9.

## SIDELETTER 12

### EXTENDED LEAVE OF ABSENCE PROGRAM

#### ARTICLE I AIMS AND PURPOSES

1.1 This Extended Leave of Absence Program is intended to extend to certain regular NABET-CWA-represented employees with differing personal and professional objectives the opportunity to enjoy additional periods of time away from the workplace and, at the same time, to protect the interests of the Company. These employees will be granted a five (5), six (6) or seven (7) month leave of absence without pay. At the expiration of each such leave(s) of absence, the employee will return to active employment with the Company, subject to his or her applicable seniority rights, for a period(s) of five (5), six (6) or seven (7) consecutive months (hereinafter referred to as the "employment period"), probably in a vacation relief position.

1.2 In general, during the employment period, regular Company Personnel Policies now in effect and applicable to NABET-CWA-represented employees will prevail with limitations as noted further in this Program. During the leave of absence, only the Personnel Policies indicated in this Program will prevail, and regular Company Policy will be suspended.

1.3 Employees in the Extended Leave of Absence Program may continue in it until age 70, at which time they will be retired from active service in accordance with the GE Pension Plan.

#### ARTICLE II ELIGIBILITY

2.1 A NABET-CWA-represented employee, in order to be eligible to apply for this Extended Leave of Absence Program, must have a minimum of ten (10) years of Total Company Seniority.

2.2 Such application by an eligible employee must be made in writing to the Director, Personnel, no later than September 1st, to be effective in the 12-month period commencing with November 1st of the year in which application was made. The Company will notify the employee no later than October 1st of the year in which application was made as to whether or not he or she was admitted into the Program.

2.3 No more than thirty-five (35) employees may participate in the Program on a national basis in any given Program year without the express agreement of the Company. Once in the Program, an employee shall have priority to remain in the Program over other employees, except that employees who are less than fifty (50) years of age and have less than twenty (20) years of Total Company Seniority shall have to reapply annually in accordance with Section 2.2 in order to remain in the

Program. Should the number of employees already participating in the Program, plus the number of new applicants in any year exceed such maximum number, the order of priority of such new applicants shall be established by their Total Company Seniority. The Company will also determine the dates of the leaves of absence, giving consideration to the employee's request, provided that, in the event the dates so selected are not acceptable to the employee, he or she will be allowed to withdraw his or her application for admission to the Program without prejudice to his or her rights to reapply at a later date.

Any person who replaces a Program participant shall be a temporary employee during the period of replacement, and Sections 3.3, 3.5, 3.6, 3.7, Article XI, and Stipulation 22 shall be inapplicable to such person.

### ARTICLE III VACATION

3.1 Employees entering the Program will receive, in a lump sum, an amount equal to any unused vacation due them at the time their leave commences. In addition, during each year of participation, an employee will receive, in a lump sum, a pro-rata amount of the vacation pay to which he or she would have been entitled had he or she remained in the active employment of the Company rather than taken a leave of absence (i.e., 5/12, 1/2 or 7/12). The payment will be in lieu of vacation and will be payable to the employee at the end of the leave of absence period.

### ARTICLE IV SICK LEAVE

4.1 During each employment period, employees in this Program will be eligible for their normal sick leave with pay. Such leave will not extend beyond the end date of the scheduled employment period. If the illness or injury persists beyond that date, the employee will be placed on his or her normal leave of absence period without pay; and the employee will be eligible for NBCUniversal Short Term Disability Insurance payments in accordance with the terms of the Plan, Article XXII and with normal Company policy.

4.2 If, while on the extended leave of absence in this Program, the employee becomes ill or injured and is unable to report for the work period when scheduled, he or she will be eligible for paid sick leave as of the date he or she was scheduled to be restored to the active payroll.

4.3 Payments under Extended Disability Compensation will be made only during the period when the employee was scheduled to be in active employment.

4.4 Vacation pay and/or holiday payback days may be considered to augment sick leave in lieu of going on such leave without pay, and will include payroll deductions in accordance with Article XXII. To the extent vacation pay and/or holiday payback days are paid under this provision, they shall not be paid under Article III.

4.5 All plans and/or policies of the Company involved in paragraphs numbered 4.1, 4.2, 4.3 and 4.4 above are modified where necessary and insofar as applicable to the employees affected by said paragraphs in order to conform to the provisions of those paragraphs.

## ARTICLE V OTHER LEAVES OF ABSENCE

5.1 During the employment period, employees in the Program may be granted time off in accordance with Section 13.6 of the Master Agreement.

No other personal leaves of absence will be permitted. Leave for union activity will be permitted as set forth in Section 13.3 of the Master Agreement.

## ARTICLE VI OTHER EMPLOYMENT

6.1 An employee on extended leave of absence may accept outside employment, provided that it does not interfere with his or her ability to return to work upon expiration of such leave of absence and, further provided, that such outside employment does not continue following his or her return to work with the Company. However, an employee on extended leave of absence without pay will not be permitted to work for or perform other services, part time or otherwise, with any company or person engaged in radio or television broadcasting (including closed circuits, theatre, CATV, or pay television), or in the production of transcriptions, audio or video tapes or film, or film production.

## ARTICLE VII OWNERSHIP OF INTERESTS IN BROADCASTING STATIONS, NETWORKS AND CATV SYSTEMS

7.1 An employee in this Program may not acquire any interest in any organization engaged in the operation of:

Broadcast Stations  
Radio or Television Networks  
Community Antenna Television Systems (CATV)

Nothing in this policy is intended to restrict investment or require disclosure of any investment by any employee in stock or any other security of any corporation listed on a national securities exchange or regularly traded by national securities dealers, provided that such investment does not exceed one percent (1%) of the market value of the outstanding securities of such corporation.

## ARTICLE VIII UNEMPLOYMENT INSURANCE

8.1 During the period of time an employee in this Program is on leave of absence without pay, the employee will not be eligible for Unemployment Insurance.

## ARTICLE IX SEVERANCE

9.1 Participation in this Program, since it is voluntary, will not entitle an employee to any severance pay. Furthermore, an employee who does not return to full-time employment at the conclusion of a leave of absence hereunder when so directed by the Company will be deemed to have resigned.

## ARTICLE X SENIORITY AND CONTINUOUS SERVICE CREDIT

10.1 Seniority and Continuous Service Credit will continue to accrue while in this Program for all purposes.

## ARTICLE XI (RESERVED)

(See Sideletter 76)  
(Not in effect as of January 29, 2011)



## ARTICLE XII INSURANCE BENEFITS

12.1 During the employment period, the employee will be eligible for and receive regular Company insurance benefits for the employee and his or her eligible dependents in accordance with the terms of the applicable NBCUniversal Plan and Article XXII.

12.2 While on Leave of Absence without pay, Company Insurance benefits for the individual employee and his or her eligible dependents will continue in accordance with the terms of the applicable NBCUniversal Plan and Article XXII and where so required, on a contributory basis.

(See Sideletter 76)

## ARTICLE XIII RETURN TO FULL-TIME WORK

13.1 While participating in the Extended Leave of Absence Program, the employee shall have the privilege of requesting the right to return to full-time work. If in active employment when the employee makes the request, he or she will be dropped from the Program immediately. If he or she is on leave of absence under this Program at the time he or she makes the request, and if an appropriate opening exists, subject to applicable seniority provisions, the employee shall be returned to work. This option can only be exercised once, and once exercised, such employee will thereafter be ineligible to participate in the Program, except that in extraordinary circumstances and with the permission of the Company, which will not unreasonably be withheld, such employee may be able to exercise this option twice, and after such exercise, will be ineligible to participate in the Program.

Whenever an employee returns to work from a leave of absence period, he or she will return to the classification in which he or she was regularly employed immediately prior to such leave of absence.

## ARTICLE XIV EXPERIMENTAL NATURE OF PROGRAM

14.1 The parties recognize that this Program differs substantially from the Program that has existed heretofore. Accordingly, the new Program shall be considered experimental, and, upon written notice by either party served within ninety (90) days prior to the expiration date of this Agreement, the terms of Sections 1.1, 2.1 and 2.3 shall revert to those in the 1987-1990 Master Agreement during the next Program year. Moreover, decisions and practices which may develop regarding those provisions may not be considered a precedent or cited in any arbitration.

### SIDELETTER 13

No provision of the Master Agreement or any other agreement, grievance settlements, arbitration awards or any past practice to the contrary shall prohibit the New York office of the Company from having any and all technical design; architectural and other drafting; testing of electronic systems; technical receiving; panel fabrication, assembly and wiring; project supervision; construction supervision; installation, reinstallation, deinstallation, wiring and related functions performed, without limitation, by persons not covered by the Master Agreement. In such instances, a NABET-CWA-represented engineer may be assigned to oversee the technical aspects of such work and its integration into the NBCUniversal system.

The parties recognize that there has been and will continue to be a need for managerial and supervisory personnel to "put pencil to paper" (including the use of an automated system, e.g., CAD) to make technical design drawings, sketches or diagrams. It is expressly understood and agreed that no provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or any past practice to the contrary prohibits them from doing so.

The TFE&M Agreement and Sketch Agreement entered into between the parties in April 1990; the "Spray Painting Agreement" dated June 5, 1986; the New York Engineering Department Work Rules Agreement dated April 5, 1982; the "Technical Core Renovation Project Agreement" dated April 24, 1992; and the Grievance Settlement Agreement in NN93-204 dated July 22, 1993 are null and void and of no further force and effect.

### SIDELETTER 14

Notwithstanding any other provision of the Master Agreement or any arbitration award, grievance settlement or practice to the contrary:

1. (a) Persons, whether or not covered by the Master Agreement, may operate computer systems in the performance of their work functions. (The term computer system is understood to include, but not be limited to, any or all of the following: processors, microprocessors, terminals, modems, keyboards and other input devices, telephone lines and fiber optic and other related communication and data transmission equipment, printers, memory devices, and other peripheral equipment and software). Such operation may be performed in any area or location to collect, input and process data and may include, without limitation, (i) entering material into the memory or storage of technical equipment covered by Sections A2.2(b), (c) and (d) or into a digital-analog video converter card (wherever located) and/or recalling such material to air; (ii) entering instructions into a computer system which may control the operation of technical equipment (e.g., for recording, for editing, for sequencing

and/or triggering the playback of carts directly to air, to direct the movement of cameras, to operate switchers, etc.); (iii) encoding scripts and other material for use in "closed captioning"; (iv) entering and electronically transferring material to electric prompting devices for any use, including during rehearsal and/or broadcast; and (v) loading and unloading disc-packs, tape or any other storage medium used in connection with such computer system, provided a NABET-CWA-represented Engineering employee or employees shall perform whatever operations (if any) of the technical equipment are necessary when the internal memory of the technical equipment is receiving the data and/or instructions.

(b) In addition to employees covered by the "H", "M", and "N" Agreements, persons other than NABET-CWA-represented employees who are permitted to perform a function(s) covered by those Agreements may operate such keyboards and other input devices for either input, transfer, or recall in order to perform such functions and, in addition, any person may remove, distribute and otherwise handle any printed output produced.

(c) Any material, gathered and/or created by outside news and other information-gathering or production service organizations and by outside graphics service organizations (including, but not limited to, Associated Press International, Metro Traffic, Reuters, News Election Service, National Weather Service and any other outside organization whose services are generally available to the broadcast industry, albeit on an exclusive basis in any market) may be used for any purpose in connection with technical equipment, including, but not limited to, insertion in the memory of such equipment, either by direct connection from the outside organization or indirectly through a storage medium or by any other means, provided that a NABET-CWA-represented Engineering employee or employees shall perform whatever operations (if any) of the technical equipment are necessary when the internal memory of the technical equipment is receiving the data and/or instructions.

(d) Technical equipment covered by the Engineering Agreement may confirm to a computer system, as defined in subparagraph (a) above, the receipt of data and/or instructions and/or the execution of instructions from any source without the assignment of a NABET-CWA-represented Engineering employee.

(e) Computer systems referred to herein are not technical equipment under the Master Agreement nor shall they be brought within the jurisdiction of the Engineering Agreement simply because of the fact that such computer system is connected to the technical equipment and/or is used to collect, input and process data which, subsequently, is used in the memory of technical equipment for the purpose and in the manner described in (a), (b), (c) and/or (d) above.

2. Management may assign NABET-CWA-represented Engineering employees to perform any of their work on computer systems which are not covered by the Engineering Agreement. In no event shall the performance of such work on a non-

Engineering computer system be prejudicial or precedential to the determination of jurisdiction over other work performed on those computer systems.

3. It is expressly understood that nothing in this Sideletter 14 affects the Company's right, if any, to use existing exceptions in Section A2.2(b), A2.2(c), A2.2(d) or any other provision of the Master Agreement.
4. The provisions of this Sideletter 14 and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving the use of such equipment and systems for the purpose described herein, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

#### SIDELETTER 15

1. At Company radio stations, persons who broadcast, edit and/or write radio material may, in combination with their normal work functions, be assigned to operate any technical equipment during, or in preparation for, radio broadcasts, whether live or pre-recorded, and/or perform any necessary logging or transmitter control operations. The foregoing sentence shall apply notwithstanding any provision of or practice under the Master Agreement to the contrary. Nothing in this Sideletter shall enable a person who is not a NABET-CWA-represented Engineering employee to perform any work which would otherwise fall within the exclusive duties of a NABET-CWA-represented engineer under the Master Agreement (hereinafter "the work"), unless the work is combined with (but which may or may not be performed simultaneously with) other work or functions which (a) such person normally performs, (b) are outside the scope of duties of a NABET-CWA-represented Engineering employee, and (c) are in connection with the same program or the same material. Such person need not perform all of the work in connection with such program or material. If there is more than one (1) such person in connection with the same program or the same material, the Company shall determine whether and how the work shall be distributed among such persons, and it need not assign any of the work to each such person. Moreover, nothing herein shall prohibit the Company from assigning any or all of the work to a NABET-CWA-represented engineer.

Nothing herein shall be applicable to radio broadcasts originated from remote locations, which shall remain subject to the other provisions of the Master Agreement, except that with respect to the origination from remote locations of whole radio programs which normally originate in a Company studio and with respect to any other material gathered pursuant to the Master Agreement, persons who broadcast, edit and/or write radio material may, in combination with their normal work functions, perform the functions specified in the above paragraph hereof in connection with such programs and such material including, but not limited to, taking in the remote feed and otherwise operating the board, provided that with respect to the origination of

such whole radio programs, the Company assigns an Engineering employee to the remote location to perform technical functions.

Nothing herein shall impinge upon NABET-CWA's jurisdiction with respect to the maintenance and repair of technical equipment.

Any material created for broadcast hereunder may be used for any purpose by any other person, including, but not limited to, any other NBCUniversal on-the-air personnel.

#### SIDELETTER 16

In connection with the implementation of the Radio Combo Sideletter 15, in the event an employee is to be "unilaterally transferred" in accordance with the procedures set forth in paragraph (5) of that Sideletter 15, such employee will continue to be compensated in accordance with the "permanent" Group Classification such employee had prior to this transfer.

#### SIDELETTER 17

1. This Sideletter 17 applies to field work, as set forth below, covered by any NBCUniversal radio station, network or bureau in the Continental United States, excluding Alaska.
2. The term "Company personnel who are employed for the purpose of reporting news," in Section 7.1(k) of the Master Agreement means, for the purpose of this Sideletter 17 only, NBC News, sports or feature correspondents, reporters and field producers engaged on a staff, freelance or "stringer" basis. Such persons may feed news material via the telephone, including the utilization and operation of attachments such as clip leads, induction coils, acoustical couplers, Voice Act, and the like. Nothing in this paragraph is intended to otherwise affect the parties' positions with respect to the meaning of "news" or the use of devices to feed news material under Section 7.1(k).
3. "Field producers" as used above shall mean any professional news personnel assigned, as heretofore, to supervise an "EJ" crew in the gathering and production of field television news material.
4. Notwithstanding the provisions of Section 7.1(k), any person who falls within any of the categories listed in paragraph 2 may use all the equipment described in Section 7.1(k) of the Master Agreement as remote amplifiers when transmitting material. As in paragraph 2, this paragraph is without prejudice to the positions of the parties with respect to the meaning of Section 7.1(k).

5. The minimum rate of pay for all NABET-CWA-represented engineers staffing the New York Network Radio Operations Desk (ROD) shall be Group 7. The minimum rate of pay for all NABET-CWA-represented engineers covered by this Sideletter shall be Group 3. In the event that this Sideletter expires and is not renewed, the upgrades granted herein shall be cancelled.

6. Persons described in paragraph 2 may connect and/or disconnect a battery-operated audio tape recorder (as described in Section 7.1(k)) to a pool device or to a multi-output audio source for recording purposes only, provided such device or multi-output audio source is at the point of origin of the pickup. Notwithstanding the foregoing, only a NABET-CWA-represented engineer may connect or disconnect an audio tape recorder, as set forth above, within thirty (30) days prior to the date of a Presidential election and involving a major Presidential candidate. All material which is so recorded must be recorded by a NABET-CWA-represented engineer assigned for that purpose.

7. Nothing in this Sideletter 17 shall affect the Company's rights under the News Insert Sideletter #5 in the Master Agreement.

8. Nothing in the Master Agreement or any practice thereunder shall prohibit NBCUniversal from accepting and broadcasting outside-produced programs and news and information services without assigning Engineering employees to the origination of such programs.

9. Nothing in the Master Agreement or any practice thereunder shall prohibit NBCUniversal from accepting and broadcasting audio feeds of a television broadcast or cablecast of a sporting event without assigning Engineering employees to the origination of such feeds.

#### SIDELETTER 18

Notwithstanding any provision of or practice under the Master Agreement to the contrary, the Company may accept a mixed feed of a concert from a remote location for live and/or recorded radio broadcast, provided (i) the Company does not produce the concert, (ii) the Company does not own the basic underlying property rights to the concert and (iii) the Company assigns, to the point of origination, at least one (1) NABET-CWA-represented Engineering employee for the purpose of coordinating the feed to the Company and performing any other technical functions that the Company may assign.

## SIDELETTER 19

In addition to the provisions of Section 20.3, the parties will establish a committee in each office of the Company described in Section 11.4 of this Agreement that will meet for one (1) day (or more than one (1) day by mutual agreement) in January, April, July and October of each year in Burbank and in New York, and in January and July of each year in the other offices. The committee will consist of no more than two (2) Union representatives and no more than two (2) Company representatives. The parties may increase the number of persons on the committee by mutual agreement.

The purpose of this committee will be to resolve outstanding grievances (whether referred to arbitration or not). If the Union and Company representatives mutually agree, the meetings of the committee shall take place outside the city limits of the Company office in question.

In lieu of any other payments, the Union representatives shall receive eight (8) hours' pay at their regular straight-time rate for each day of attendance at such meetings, except for a representative who is on a leave of absence pursuant to Article XIII, who shall receive no compensation. In no event shall the provisions of Article VII or XVI apply to a Union representative attending such meetings.

The meetings of this committee must take place in the months specified above, unless the parties mutually agree to reschedule a meeting.

The provisions of this Sideletter 19 may be cancelled for any office by either party giving the other party sixty (60) days' prior written notice of such cancellation.

## SIDELETTER 20

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, persons not covered by the Master Agreement may install, reinstall, deinstall, maintain, modify, repair, replace and/or test television station broadcast transmitters and related equipment, including for each, but not limited to, component parts, printed circuit cards, boards, assemblies and/or subassemblies.

## SIDELETTER 21

In recognition of increased production complexity, the Company may designate any programs (including Telesales activities) as requiring special consideration in application of the T.D. work rules as those rules limit the issuing of production directions by the Director to the operators of technical equipment. When a program has been so designated by the Company, the following will apply during the rehearsal and broadcast (or taping) of such programs:

1. Notwithstanding any provision of the Master Agreement, production directions, as distinguished from technical instructions, may be given to the operators of technical equipment at any time during the rehearsal and broadcast (or taping) of such programs by the Producer, Program Director(s) and/or Associate Director(s), subject to the operating procedures set forth in Paragraph 2 below. In addition, the Producer, Program Director(s) and/or Associate Director(s) may mark the Technical Director's script, prepare shot cards and/or give instructions to camerapersons regarding the preparation of shot cards, and the camerapersons may prepare their own shot cards. The number of Associate Directors who may issue production directions on any such program will not exceed two (2) times the number of Technical Directors who are assigned to that program.

2. It is recognized that operating procedures on such programs must insure that:

(a) the Technical Director is able to maintain his or her responsibility for the production of a technically acceptable television production, and his or her responsibility for the technical performance of the entire assigned group of technicians engaged in lighting, video control, audio, camera, and all other functions of a technical nature necessary to the production;

(b) production directions to the crew, when not given by the Technical Director, are given in a manner that will not cause confusion among members of the crew, nor impose an unreasonable strain or workload on the crew; and

(c) the Technical Director is informed in advance of the specific methods and channels of communication by which crew members will be receiving production directions, and the sources of such production directions.

If the Technical Director believes that a proposed procedure will adversely affect the production, the matter will be immediately discussed by the Director of Engineering (or his or her designee) and the Technical Director, and all reasonable efforts will be made to accommodate the Technical Director's objection to the proposed procedure.

3. At each office of the Company where programs have been designated pursuant to this Sideletter, there will be established a Technical Director Advisory Committee, consisting of two (2) Technical Directors, who have experienced working under this system, designated by the Union, two (2) management officials of the Engineering Department, the President of the Local Union (or his or her designee) and the chief Labor Relations official of that office (or his or her designee), which committee will meet periodically to review the operation of the new procedures envisioned by this Sideletter 21, and to discuss mutual problems and complaints by Technical Directors. Individual Producers and/or Directors may be invited to participate in such meetings to facilitate a full discussion of the matters involved.



4. In any situation where there is an agreement or a practice of production directions being given by persons other than the Producer, Program Director or Associate Director, the provisions of paragraph 1 above which limit the category of persons other than the Technical Director who may give production direction to the technical crew, will not be prejudicial to the position of the Company, nor shall this Sideletter 21 have any effect on current practices with respect to the issuance of production directions by Associate Directors to operators of video tape machines.

5. (a) Outside lighting or audio consultants may consult directly with any Group 5 or higher Light Direction Engineer(s) and/or any Group 5 or higher Audio Engineer(s) assigned to the production and may provide written specifications, diagrams or other materials, including, but not limited to, lighting plots. They shall fully cooperate with each other to achieve the desired lighting and audio production requirements.

(b) All rental lighting equipment, gel orders, gel cut orders, etc., will be ordered by the NBCUniversal Light Direction Engineer if such equipment is being ordered through the NBCUniversal Staging Equipment Department. If such equipment is ordered by the Production Company, the lighting consultant may order the equipment, but the NBCUniversal Light Direction Engineer will not be responsible for any problems resulting from such orders.

(c) The NBCUniversal Light Direction Engineer will be the only person to give lighting directions to the Staging Crew. This includes, but is not limited to, focus of lamps, setting light cues of any kind and lamp replacement during rehearsal and broadcast. The Light Direction Engineer shall be the only person other than the T.D. to give technical lighting directions during rehearsal and broadcast.

(d) When an artistic difference arises as to how a scene should look, both the NBCUniversal Light Direction Engineer and the lighting consultant will go to the Program Director or his or her designee for resolution.

(e) The Producer and the lighting consultant will be advised of the guidelines set forth in this Sideletter 21.

6. The inclusion of "telesales activities" in the definition of "program" hereunder is without prejudice to the positions of the parties with respect to the definition of "program" under the Master Agreement.

## SIDELETTER 22

Since Section 8.9(c) of the Master Agreement is applicable to staffing and the time allowances in color operations, the Color Operations Awards between the parties, and all agreements, settlements and practices based on such Awards, are terminated.

Any employee who is in an upgraded classification on a regular basis as a result of the application of any of the above will not be downgraded because of the termination of any or all of the above.

## SIDELETTER 23

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 with 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 2018 – 2022 Master Agreement. This Sideletter automatically expires on March 31, 2023.

#### SIDELETTER 24

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any person may attach a microphone(s) or IFB(s) to talent and guests.

#### SIDELETTER 25

During the 1983 negotiations for a new Master Agreement, the parties agreed to a revision of Article A-III which resulted in the establishment of new maintenance classifications in Group 5 and Group 7, and the deletion of "Maintenance" from Group 2 and Group 3.

This will confirm our understanding that, notwithstanding these changes, Groups 2, 3 or 5 employees may continue to perform maintenance functions on a temporary basis without being upgraded to Groups 5, 6 or 7. In the event an employee is regularly assigned to maintenance, including vacation relief employees, such employee shall be paid pursuant to the wage schedules set forth under Groups 5, 6 or 7

#### SIDELETTER 26

During the 1983 negotiations for a new Master Agreement, the parties agreed to a revision of Article A-III which resulted in the establishment of new Engineering development classifications in Group 5, Group 6 and Group 7 in Chicago, and the elimination of construction engineers Groups 2 and 3 in Chicago.

This will confirm our understanding that, notwithstanding these changes, Groups 2, 3 or 5 employees in Chicago may continue to perform construction or Engineering development functions on a temporary basis without being upgraded to Groups 5, 6 or 7. In the event an employee is regularly assigned to the Engineering development group in Chicago, including vacation relief employees, such employee shall be paid pursuant to the wage schedules set forth under Groups 5, 6 or 7.

## SIDELETTER 27

The Company agrees that the Union has jurisdiction over NBCUniversal's Teletext operation, but the Union will grant easements to the Company regarding wage rates, reasonable conditions of work, staffing levels and the number of non-represented employees who may perform work within any NABET-CWA bargaining unit in connection with the Teletext operations.

The provisions of this Sideletter 27 and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving the Company's Teletext operation, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights and obligations which either party does not otherwise have under the Master Agreement.

[The Company's proposal of July 17, 1984 on Teletext excludes the central computer associated with the Teletext operation in New York until the Company is able to move it from its present location in Briarcliff Manor.]

## SIDELETTER 28

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, and whether or not the following equipment is still under warranty, non-NBCUniversal personnel may:

1. Modify, repair, and/or test monitors, scopes, microphones, cables, communication devices (e.g., headsets and RTS non-rack-mounted devices), touch-screens, speakers, graphics tablets, disc drives and keyboards, provided such work is performed outside any GE facility established for the purpose of performing such work or performed outside any NBCUniversal facility; and
2. Modify, realign, repair and/or test fixed-site RF transmitters and receivers and related equipment except those owned and operated by the Company and located on Company premises housing a television station covered by the provisions of this Agreement.

Also, notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, and whether or not the following equipment is still under warranty, manufacturers or their representatives may perform bulk (i.e., ten (10) machines or more at any one time) upgrades and/or modifications of video recording and playback equipment, as suggested by the manufacturer, provided such work is performed outside any GE facility established for the purpose of performing such work or performed outside any NBCUniversal facility.

Should there be an impediment to the expeditious maintenance or repair of technical equipment other than the types described in paragraphs (1) and (2) above, including, but not limited to, manpower or parts shortages at the Company location, or the inability of NABET-CWA-represented employees at such time to maintain or repair such equipment, the NABET-CWA-represented maintenance supervisor and his or her management supervisor shall meet promptly to discuss the problem and to determine a solution (which may include sending the equipment out for maintenance or repair). If they are unable to resolve the matter, the issue shall be promptly referred to the NABET-CWA Local President, or his or her designee, and the Vice President of Labor Relations, or his or her designee, and the Union shall not unreasonably withhold its consent for the Company to send such equipment out to the manufacturer or the manufacturer's representative for maintenance or repair. If the Union continues to withhold its consent, the Company may send such equipment out to the manufacturer or the manufacturer's representative. Either the Union or the Company may submit the issue pursuant to Article XX or to the appropriate Impartial Umpire, for hearing on an expedited basis, within two (2) weeks after such withholding of consent or the equipment being sent out. The parties shall have the right, by mutual consent in writing, to extend the time periods set forth in this paragraph.

The above equipment includes, but is not limited to, component parts, modules, printed circuit cards, boards, assemblies and/or subassemblies contained within such equipment.

Management may assign NABET-CWA-represented employees to perform any of the aforementioned work on the above equipment. In no event shall the performance of such work on the above equipment be prejudicial or precedential to the determination of jurisdiction over other work performed on such equipment.

No regular staff maintenance engineers on the payroll as of March 31, 1994 will be downgraded solely because of the application of this Sideletter 28.

It is expressly understood that nothing in this Sideletter 28 affects any rights that the Company may otherwise have.

#### SIDELETTER 29

Notwithstanding any provision of the Master Agreement or any practice thereunder to the contrary, whenever employees are able to obtain a meal at a hotel or within a reasonable distance therefrom (including, but not limited to, room service, restaurants, coffee shops and other eating facilities), no paid time shall be allowed for traveling. In no event shall the Company have any obligation to assure that an eating facility or room service is available or to pay for travel time from the hotel to obtain a meal, if

the Company provides an on-site breakfast (e.g., food such as milk, coffee, tea, juice, fruit, cereal, rolls, bagels or toast) at the start of the tour.

(All Awards and Settlements to the contrary shall be null and void, including, but not limited to, NN85-130 and NN75-105.)

#### SIDELETTER 30

1. NBCUniversal 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 of any decision by the Company to eliminate a department, operating area or job function in an office of the Company which is not the direct result of the Company's decision to outsource such department, operating area or job function, the Company may elect to use the following procedure with regard to employees on staff prior to February 10, 2012:

- a. The Company will notify the Local Union at least two (2) weeks in the advance of such decision. The Local Union may request a meeting to discuss the potential impact of such decision, provided that any such meeting will not delay the procedure set forth herein.
- b. The Company shall, in its discretion, identify the department, operating area or job function to be eliminated and the staff employees impacted by such change.
- c. Prior to any involuntary separation from the Company, the Company will identify in its sole discretion whether, in the same office of the Company, any regular daily hires or less senior staff employees covered by this Agreement are performing the same job function or a similar job requiring minimal training not to exceed three (3) weeks as those staff employees impacted by the Company's decision. The Company's consideration of a "similar job" will include any job the impacted employee regularly performed for the Company within the immediately preceding five (5) years. If so,
  - i. Such less senior staff employees will be offered a voluntary separation package in accordance with the terms and conditions

under which voluntary “buyout” offers traditionally have been made, including a release of claims. The Company shall determine, in its sole discretion, whether it will grant a buyout to any applicant seeking to take a voluntary separation package.

- ii. The staff employees impacted pursuant to subparagraph (b), above, will be offered, in order of Unit Seniority, reassignment to the positions identified pursuant to subparagraph (c), above, at the applicable Group Rate; provided that, where the number of impacted employees is less than the number of regular daily hires or less senior staff employees performing the same or similar functions as described above, the Company shall retain the right to determine which employees in the latter group shall be displaced. An employee who declines such reassignment shall receive a separation package in accordance with the terms and conditions under which voluntary “buyout” offers traditionally have been made, including a release of claims.
  - iii. Any staff employees reassigned pursuant to 2(b)(ii) above shall be deemed separated from the Company if, after three (3) weeks of training, such reassigned staff employee fails to meet the Company’s performance expectations for such position. An employee who is separated for failure to meet performance expectations shall receive a separation package in accordance with the terms and conditions under which voluntary “buyout” offers traditionally have been made, including a release of claims. If any separation from the Company hereunder is arbitrated, it shall be sustained unless the Union proves that the Company’s actions were arbitrary or capricious. In any such proceeding, the arbitrator may not substitute his or her judgment for that of the Company and the Company shall be accorded a presumption that its determination leading to the separation was reasonable and made in good faith. In the event the separation is sustained in arbitration, the Company shall have no obligation to provide the employee with any of the payments or benefits described in this subparagraph.
- d. Following any reassignments, any unassigned staff employee from the department, operating area or job function to be eliminated shall be separated from the Company without regard for seniority and, upon execution of a release of claims in form acceptable to the Company, receive either (i) two 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, up to a maximum of fifty-two (52) weeks, whichever is greater. In addition, such employees will receive continued coverage under the Company’s medical benefit plan in accordance with the

Company's policy generally applicable to staff employees who have been involuntarily separated, provided that the number of months of such coverage shall not be reduced from the level applicable as of February 10, 2012 prior to March 31, 2015.

- e. The Company's decisions regarding involuntary separation from the Company irrespective of seniority shall not be the subject of a grievance or arbitration alleging a violation of this Agreement; provided further that an employee separated out of seniority order shall not be required to pursue any statutory claim he or she may wish to assert under the Company's mandatory dispute resolution procedure set forth in Section 20.1

#### SIDELETTER 31

No provision of the Master Agreement or any practice thereunder shall prohibit the Company from having radio jingles or similar material (whether or not customized for the Company), recorded at facilities outside the Company by persons not covered by this Agreement, provided that any recordings of such jingles and similar material will be checked or, if necessary, re-recorded by employees under this Agreement prior to broadcast, and the NABET-CWA Seal may be affixed to such recordings. This Sideletter 31 and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving jingles or similar material, nor shall the inclusion of this Sideletter be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

#### SIDELETTER 32

The Company may employ persons, including individuals working for the Company in a non-NABET-CWA-represented capacity, as NABET-CWA-represented employees on a daily basis under Articles A, C, E, H, K, M, N, P and U, subject to the terms and conditions set forth below. However, technical managers may not be employed under this Sideletter; nor can non-represented employees who directly supervise NABET-CWA-represented employees be employed under this Sideletter within any unit that they supervise.

1. Daily employees shall be paid for each day so worked no less than a daily base rate of pay equal to one-fifth (1/5) of the applicable weekly wage scale set forth (at any step of the escalator) in the group classification in the wage provisions of Articles A, C, E, H, K, M, N, P and U to which the employee is assigned. However, persons employed under this Sideletter at any time prior to April 1, 1990 may not be rehired at a daily rate based on the lowest step of such applicable weekly wage scale. Daily employees may be assigned to work at such rate for any eight (8) consecutive hours within any twenty-four (24) consecutive hours, provided that for the hours referred to in Article X such employees shall receive additional compensation as provided in that Article. Time for which an employee shall be paid shall be computed in one-tenth



(1/10) hour segments commencing with the time an employee reports for work on or after the scheduled starting time and ending with the time of the employee's completion of his or her work day as directed by the Company. The Company may require each employee to report and to certify the accuracy of such hours, including meal periods where applicable. Any work performed by such employees in excess of eight (8) hours in any day or forty (40) hours in any regular work week (as defined in Section 8.2), excluding meal periods, shall be paid as overtime at one and one-half (1½) times the regular rate of pay hereunder in one-tenth (1/10) hour segments. A supervisor or manager must approve any non-scheduled overtime. In no case shall overtime accrue on overtime. In addition, any work performed by such employees on a holiday as defined in Sections 18.1 or 18.9 shall be compensated at a rate equal to one and one-half (1½) times their straight-time rate of pay for all straight-time hours worked on any such holiday, and at a rate equal to two (2) times their straight-time rate of pay for all overtime hours worked on any such holiday. Any meal period shall be paid at the employee's straight time rate. A day is defined as a calendar day.

In addition, employees may be hired on a daily basis to work a minimum of four (4) hours on any day at a rate of pay equal to one-eighth (1/8th) of their daily base rate for each hour worked, and shall not be entitled to any meal period unless they work more than six (6) consecutive hours in any day. In the event that such employees are required to work more than six (6) hours, they shall be paid the full daily base rate.

Daily employees shall receive a daily benefit payment of 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) 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-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. 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).

If the Union provides the Company with packets of material regarding the Master Agreement and NABET-CWA membership, the Company will make them available to daily-hire employees.

In the event that the Company engages a daily-hire employee and cancels such engagement 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 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.

The following provisions of the General and Individual Articles shall not apply to daily hires and daily-hire employment: Sections 3.3, 3.4, 3.5, 3.6 and 3.7; Articles VIII (except Section 8.9(b) and (c)), XI through XV, Sections 16.4(b), 16.5, 16.6(a), 16.11 and 16.12, Articles XVII (except Section 17.1 with respect to commutation on overnight events with the prior consent of the Company), XVIII, XIX, XXII (except Sections 22.13 and 22.20 (up to the amount provided by Company policy for such employees)), and Stipulation 22; Articles H-VI, H-VII (except for the current practice regarding meal periods), M-VII, M-VIII, N-V, N-VI, N-XI and N-XII.

In lieu of Sections 16.6(a) and 16.11, the following shall apply to employees hired on a daily basis:

Section 16.6(a): For the purpose of Article XVI as it applies to employees hired on a daily basis, "home office" shall be determined by Company assignment and shall be defined, at the Company's election, as the daily-hire's home or regular place of business, a Company facility within commuting distance of the daily-hire's home, or the out-of-town hotel or headquarters to which the employee may be assigned by the Company for the duration of the assignment.

Section 16.11: A person hired on a daily basis shall receive an amount equal to eight (8) hours' pay at his or her straight-time rate for each day during which such person is required to remain out-of-town, but has no work assignment. Such person shall also receive the daily benefit payment set forth above for each such day. Such day shall not be treated as time worked provided that the employee is notified of the no work assignment prior to the day the employee departs for the remote assignment.

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 Thirty-Two Dollars (\$32.00) (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 employees' regular rate of overtime 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 Thirty-Two Dollars (\$32.00) (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 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.

[Note: The computation of paid time shall be changed from one-quarter (1/4) hour segments to one-tenth (1/10) hour segments in conjunction with the implementation of TimeKeeper or other system.]

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 1<sup>st</sup> of the subsequent calendar year to the following March 31<sup>st</sup> 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 thereof.

(6) Notice of daily schedule change (Section 8.6(c); the first paragraph of Section 8.7, if applicable; and Section 8.8(c)).

(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.

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.

2. Effective January 1, 1999, the Company may hire employees on a daily basis (whether hired to work at a remote location or at the location of the office) up to a maximum of fifty percent (50%). The daily-hire allotment shall be calculated on a bargaining unit-by-bargaining unit basis, by multiplying by fifty percent (50%) the number of regular staff employees in each of the covered units as of December 31<sup>st</sup> and then multiplying the result by three hundred sixty-five (365) (e.g., .50 x the number of regular staff employees in the unit as of December 31, 1996 x 365). The annual allotment of man-days obtained by such calculation may be used throughout the year within each of the bargaining units, provided only that, by the close of business on December 31 of each year, the Company has not exceeded its allotment. The following daily hires shall not count toward the annual allotment:

(1) daily hires assigned to work outside the Union's jurisdiction or on new NBCUniversal-produced programs or to replace staff employees so assigned;

(2) daily hires assigned to work on Olympics and other special programming or to replace staff employees so assigned;

(3) daily hires in any year in which they qualify for the additional benefits set forth in subparagraphs (1), (2), (3) and (4) of paragraph 1 of this Sideletter 32; and

(4) daily hires replacing employees on leave of absence.

It is expressly understood that employees may be hired on a daily basis without any limitation on the number of consecutive days worked per daily-hire assignment. On a quarterly basis, the Company shall provide the Union with reports containing information sufficient to monitor compliance with the requirements of paragraph 2 of this Sideletter 32. It is expressly understood that the Company has no intention to lay off regular staff employees on the payroll as of March 31, 1990 for the purpose of replacing them in their former positions with other employees hired on a daily basis

(e.g., a laid-off regular staff local news EJ cameraperson cannot be replaced in local news with a five-day-a-week daily-hire cameraperson(s), unless a person so hired has more unit seniority). The Company, at its option, has the right to convert daily-hire employees to temporary employees under Stipulation 22 and back to daily-hire status, including, but not limited to, for the purpose of not exceeding the annual daily-hire allotment. A conversion from daily-hire to Stipulation 22 shall be limited to once per calendar year per employee.

The Company shall supply to the Union, on a monthly basis, a report on a computer disk which contains the days of employment for each daily-hire employee in the current month, the number of year-to-date days of hire for each daily-hire employee and his or her Social Security number, address, date of birth and telephone number.

3. At each office of the Company, the Company shall give consideration for daily employment, except field assignments, to any laid-off A Contract employee with recall rights in his or her bargaining unit in the office of such layoff who notifies the Company in writing at the time of the layoff, and each six (6) months thereafter, that he or she desires to work on a daily basis in that unit, and to any Stipulation 22 employee with recall rights (but only for daily employment opportunities within the appropriate operating group for Engineering employees or the appropriate seniority group for non-Engineering units), provided that any such employee(s), in the sole discretion of the Company, possesses the skills and abilities necessary to do the specific work involved.

4. On request, the Union will provide the Company with references of individuals available for daily-hire employment.

5. (RESERVED)

6. 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 two percent (2%) (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.

Upon six (6) months written notice and approval by the Company, the Union may change from the "CWA SRT" to an alternative defined contribution plan ("The Replacement Plan") provided that all the following requirements are met: (1) "The Replacement Plan" is qualified under applicable Internal Revenue Code provisions, (2) "The Replacement Plan" complies with all other applicable provisions of law, (3) "The Replacement Plan" is self-supporting as to any administrative or other costs, and (4) "The Replacement Plan" permits all contributions to be fully tax deductible to the Company.

(See Sideletter 57)

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 January 1, 2020, 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 January 1, 2020) 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 33

The cancellation of the Settlements of Grievances NB69-41, NB69-47 and NB70-2 shall remain in effect. As long as Randy Padgett is assigned to perform sound effects work, he will not be downgraded because of the termination of the previous Sideletter 33.

### SIDELETTER 34

The parties recognize that, in conjunction with the Company's acquisition of Telemundo, Telemundo-specific issues may arise regarding the integration of the two entities which shall require resolution with respect to the terms of the Master Agreement and/or employees currently covered thereunder. At the request of either the Company or the Union, the parties agree to meet and engage in a good faith effort to resolve those issues. In the event they have not been resolved within thirty (30) days of the commencement of formal discussions, either party may initiate a reopening of the Master Agreement for renegotiation of such Telemundo-specific issues only. If in such event, and if otherwise permitted by law, the Company unilaterally alters the terms of the Agreement with respect to Telemundo-specific issues only, the Union may engage in activity otherwise prohibited by Article V.

### SIDELETTER 35

Notwithstanding any provision of the Master Agreement or any other agreement, grievance settlements, arbitration awards or past practice to the contrary, any persons employed by any other person, company or organization may, at a remote location, set-up and/or knockdown any technical equipment used in the pickup of a Company sports program, if said set-up and/or knockdown is done by such person, company or organization in connection with a pickup involving the other person, company or organization.

### SIDELETTER 36

Any NBCUniversal employees covered by the terms of the NABET-CWA/NBCUniversal Master Agreement may be assigned to operate any audio technical equipment owned by Westwood One, Inc. on premises owned or controlled by NBCUniversal, during, or in preparation for, any radio broadcasts of Westwood One, Inc., whether such broadcasts are live or prerecorded.

Nothing in the Master Agreement or any practice thereunder to the contrary shall prohibit employees of Westwood One, Inc. from operating Westwood One, Inc. audio technical equipment on premises owned or controlled by NBCUniversal in connection with operations of Westwood One, Inc.

The foregoing provisions of this Sideletter 36 are applicable only to the equipment and operations described above. These provisions and any practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving the use of the equipment or operations hereunder, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement.

#### SIDELETTER 37

To the extent permitted by federal, state and/or local labor laws, the parties hereby expressly waive wage, hour and other labor laws such as the California state law requiring one day's rest in seven days. Moreover, and in any event, any premiums, penalties or other monies provided by the terms of the Master Agreement are intended to be in lieu of, rather than in addition to, any premiums, penalties or other payments required under federal, state and/or local labor laws.

#### SIDELETTER 38

This will confirm our agreement that during the term of the 2009 - 2015 NABET-CWA/NBCUniversal Master Agreement, any employee who works in a Company operation covered by the Master Agreement, and who continues his or her employment in that operation after it has been sold, shall receive severance pay in accordance with Article XV, provided the employee's employment is involuntarily terminated for reasons other than cause within six (6) months after the sale closes.

#### SIDELETTER 39

In preparing the text of the 1987-1990, 1990-1994, 1994-1999, 1999-2002, 2002-2006, 2006-2009, 2009-2015, 2015-2018, and 2018-2022 NABET-CWA/NBCUniversal Master Agreements for printing, it was agreed by the Company and the Union that an attempt should be made to standardize punctuation, capitalization and spelling throughout the Agreement, as well as to cure obvious grammatical and typographical errors which have found their way into the text during past years and which have been inadvertently preserved each time the Agreement has been reprinted.

None of the changes made in preparing the text of the Master Agreement for printing is intended to have any substantive effect whatsoever. In the unlikely event a dispute arises because either party believes that any such change has inadvertently altered the substantive meaning of a provision of the 1987-1990, 1990-1994, 1994-1999, 1999-2002, 2002-2006, 2006-2009 2009-2015 or 2015-2018 NABET-CWA/NBCUniversal Master Agreements, it is agreed that in the resolution of such dispute, whether by arbitration or by other means, the grammar and punctuation in the 1983-1987 Master Agreement shall be deemed controlling.

#### SIDELETTER 40

The parties agree that the term "subcontracts the production of the programs to others" as used in Sections 7.1 and A2.3(a)(2) shall not be interpreted to include situations in which the Company does not have the right to determine which organization will provide the technical crew. The Company has no obligation to attempt to obtain such right. Where the Company has not subcontracted the production to others, the jurisdiction set forth in Sections 7.1 and A2.3(a)(2) shall not be applicable whether or not the Company has other rights in the program.

#### SIDELETTER 41

Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, nothing shall prohibit on-air performers, and/or persons who are an integral part of a performance, who operate technical equipment as part of such performance from operating any such equipment, wherever located, during the performance, or the rehearsal thereof. It is expressly understood that the non-unit operation of technical equipment permitted hereunder does not permit any operation of such equipment solely for the purpose of putting a program on the air.

#### SIDELETTER 42

No provision of the Master Agreement or any practice thereunder to the contrary shall preclude persons not covered by the Engineering Agreement from dubbing and/or editing video tape material, provided the resulting material is not for broadcast use in a program covered by the Master Agreement. The Company recognizes the need to allocate its operational facilities so as not to jeopardize production for broadcast; therefore, pursuant to this Sideletter, when persons not covered by the Engineering Agreement operate technical equipment in areas where employees covered by the Agreement are regularly assigned to operate the same equipment, those persons not covered by the Agreement shall follow appropriate procedures to determine the availability of such equipment for their use (e.g., notifying the supervisor or member of management on duty, if any).

#### SIDELETTER 43

Notwithstanding any provisions of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, the assignment of a NABET-CWA-represented engineer shall not be required for the transfer of material originally shot on film and/or for any post-production work performed on the material after such transfer, or for the shooting on video tape of material to be included as part of a program shot on film, provided such video tape material constitutes no more than five percent (5%) of that program.

#### SIDELETTER 44

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, where fonts need to be customized for use on any NBCUniversal-produced program, such customization shall be done by NABET-CWA-represented engineers, except that the Company may have such work performed by non-NBCUniversal personnel if it does not have the necessary facilities or equipment to do the job, or if customizing such fonts would violate any patent, copyright or other rights or proprietary interests of any person or organization. It is expressly understood, however, that no inference may be drawn from the inclusion of the foregoing language that any of the above conditions currently do or do not exist. Upon the Union's request, the Company will supply to the Union any relevant documentary evidence in support of the Company's claim that its customization of fonts would violate the patent, copyright or other rights or proprietary interests of any person or organization.

#### SIDELETTER 45

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 five (5) maintenance engineers (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 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 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 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 twenty (20) vendor employee-days. Such credit may be applied on future sports remotes, up to 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 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 46

Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, persons not covered by the Master Agreement may repair television receivers, and/or any equipment covered by Section A2.7 which is also of the type generally available to consumers.

#### SIDELETTER 47

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any person may transport technical equipment, related devices (e.g., camera tripods), video tape, discs and the like and drive any vehicles (whether owned by the Company or not) for any purpose, including, but not limited to, transportation of technical equipment and vehicle maintenance and repair. Any person may also maintain and repair such vehicles, including the generator(s) that supply power to technical equipment, but not any technical equipment contained in the vehicles, and perform any administrative or coordinating functions in connection with the duties covered by this Sideletter. In addition, on news field assignments, any person may hold microphones during their operation.

#### SIDELETTER 48

When NBC Sports produces Network television coverage of an event originating within the Continental United States that is, likewise, covered by another producer who is providing international coverage of the same event, and/or coverage in a medium other than Network television, and is designated or considered the "host" broadcaster of the event, the Company may augment its own coverage of the event by accepting a feed(s) of such coverage from the "host." Such a feed(s) may be received as an input(s) to the NBCUniversal switcher and/or audio console, or on video and/or audio tape, whichever may be more practicable under the circumstances.

#### SIDELETTER 49

Notwithstanding any provision of the Master Agreement or any other agreements, arbitration awards, grievance settlements or past practice to the contrary, any work or functions required to be performed in connection with the Company's television affiliate news service(s) (presently called "Skycom" and "Skynews") may be assigned, at the discretion of the Company, either to NABET-CWA-represented employees or to persons not covered by the Master Agreement.

However, the above paragraph shall not apply to any Engineering work performed in any Company facility located in an office of the Company as defined in Section 11.4 and any Newswriter work covered by the H, M and N Contracts which is performed in any Company facility located in the Chicago, Los Angeles or New York office.

#### SIDELETTER 50

1. Newswriters (hereafter referred to as "employees") under the H, M and N Contracts may, in combination with their normal work functions, be assigned to operate any technical equipment in connection with the shooting, recording and/or technical editing of audio and/or video tape in preparation for Network and/or Local

Television News broadcasts. The foregoing sentence shall apply notwithstanding any provision of or practice under the Master Agreement or any other agreement to the contrary.

2. Employees under the A Contract (hereafter referred to as "employees") may, in combination with their normal work functions, be assigned to perform any Newswriter functions. The foregoing sentence shall apply notwithstanding any provision of or practice under the Master Agreement or any other agreement to the contrary.

3. Nothing in this Sideletter shall enable an employee to "crossover," i.e., to perform any work which would otherwise fall within the exclusive duties of a NABET-CWA-represented unit other than his or her own (hereinafter "the work"), unless the work is combined with (but which may or may not be performed simultaneously with) other work or functions which (a) such person normally performs, and (b) are in connection with the same program or the same material. Such person need not perform all of the work in connection with such program or material. If there is more than one (1) such person in connection with the same program or the same material, the Company shall determine whether and how the work shall be distributed among such persons, and it need not assign any of the work to each such person. Moreover, nothing herein shall prohibit the Company from assigning any or all of the work to an employee within the unit which has primary jurisdiction.

Nothing in this Sideletter shall impinge upon A Contract jurisdiction with respect to the maintenance and repair of technical equipment.

Any material created for broadcast hereunder may be used for any purpose by any other person, including, but not limited to, any NBCUniversal on-the-air personnel.

4. Any employee who is assigned to perform crossover functions will be provided with whatever training the Company determines to be necessary and appropriate. It is the Company's intention that employees in the crossover program be fully trained to perform such functions.

5. The scheduling of work shall be in accordance with the applicable provisions of the A Contract, in the case of Engineers who crossover, and the applicable provisions of the H, M and N Contracts, in the case of Newswriters who crossover.

6. If an employee performs crossover functions after having been trained for twenty (20) work days, and thereafter performs the work of a higher-paid classification, he or she will be paid at the Group 8 rate.

7. If any employee who is assigned crossover functions pursuant to this Sideletter makes a good-faith effort to perform such functions to a satisfactory standard of

quality, the failure to so perform shall not be used for the purpose of issuing such employee a written warning, suspension or discharge.

Neither the Company nor the Union may exert any pressure on any such staff employee regarding his or her decision to participate or not to participate in the program. It is expressly understood and agreed, however, that any such staff employee who elects to participate must be willing to continue in the program for at least six (6) months, unless the Company consents to his or her withdrawal.

8. The parties shall meet periodically as mutually agreed, but no less than once every three (3) months, to discuss experience with the crossover program to date, and to consider and attempt to resolve any questions, problems or issues relating to such program. At these meetings, an agreed upon number of employees who have had crossover training and/or assignments shall attend to offer information or suggestions on the basis of their experience.

#### SIDELETTER 51

Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, a NABET-CWA-represented Newswriter(s) may be temporarily transferred with his or her consent between or among the Chicago, Los Angeles and New York offices of the Company, provided that, during the period of transfer, any such Newswriter(s) shall be paid by check from the transferring office and remain a member of the bargaining unit in that office.

#### SIDELETTER 52

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, engineering employees of an Owned Television Station(s) not covered by the Master Agreement and Engineering employees from an Owned Television station(s) covered hereunder may work together on remote pickups of major news events (e.g., political elections, conventions, disasters) being covered either for broadcast on that non-covered station alone, or also for broadcast on other covered or non-covered Owned Stations. Such pickups shall not include those intended for broadcast on the Company's Television Network. The Company agrees to review promptly with the Union any claim that the Engineering employees covered hereunder are not performing a reasonable proportion of the work performed pursuant to this Sideletter.



#### SIDELETTER 53

In the event of the absence of any Staging Services employees in Washington due to illness, payback days, leaves of absence, vacation, transfer to another department, or in the event of a Staging Services workload (which may result from reductions in staff as set forth in the paragraph below), NABET-CWA-represented Engineering employee(s) may be assigned to perform the duties set forth in the Staging Services Agreement - Washington, D.C. alone or in addition to Engineering duties.

When there are no longer any Staging Services employees on staff or with rehire rights, NABET-CWA-represented Engineering employees will undertake all of the duties now being performed by Staging Services employees in Washington under the C Contract. In the meanwhile, the Company shall have no obligation to replace any Staging Services employee whose employment is terminated.

Furthermore, Staging Services employee(s) in Washington may be assigned to perform Contract A work alone or in addition to Staging Services duties. In the event of such an assignment, the Staging Services employee will be paid the applicable Section A3.1 rate which is equal to or next above his or her salary at the time of the assignment. Sections 12.3(c) and (d) shall be applicable to such assignment. Overtime, if any, will be paid at the rate applicable to the tour on which such overtime is earned. Call-back and turnaround penalties, if any, shall be governed by the provisions applicable to the work to which the employee is assigned during the callback or any turnaround period.

#### SIDELETTER 54

Either management or a NABET-CWA-represented employee may initiate discussions which could lead to the assignment of functions to such employee other than those which he or she usually performs, which functions may or may not be covered by another collective bargaining agreement. Management shall have the prerogative of selecting which employee(s) shall be assigned additional functions. It is agreed that such assignments shall not constitute a precedent nor an expansion or diminution of the jurisdiction set forth in this Agreement, nor shall such assignments entitle any employee to continue to be given such assignments.

Management and any individual employee who is given such an assignment shall discuss whether the employee shall receive additional payment and, if so, the amount of such payment for the performance of additional functions not covered by this Agreement.

Working conditions for employees assigned such additional functions shall be as follows:

- (a) In any week in which an employee performs functions which are reserved exclusively to employees covered by this Agreement and other additional functions (i.e., a week in which he or she functions as a "hyphenate"), the employee shall, if the additional functions are not covered in a collective bargaining agreement, other than this Agreement, between NBCUniversal and a labor organization, work under the conditions of this Agreement.
- (b) In any week in which an employee performs functions which are reserved exclusively to employees covered by this Agreement and other additional functions (i.e., a week in which he or she functions as a "hyphenate"), the employee shall, if the additional functions are covered in a collective bargaining agreement, other than this Agreement, between NBCUniversal and a labor organization, receive no less than the minimum provided in this Agreement or the other agreement, whichever is higher.
- (c) In any week in which an employee performs no functions reserved exclusively to employees covered by this Agreement, and the functions which he or she performs are not covered in a collective bargaining agreement, other than this Agreement, between NBCUniversal and a labor organization, the following shall apply:
  - (i) He or she shall receive no less than the salary to which he or she is entitled under this Agreement.
  - (ii) He or she shall receive the same medical and insurance benefits to which he or she is entitled under this Agreement.
  - (iii) An employee assigned to such functions which are not covered by this Agreement shall retain his or her seniority for pension purposes, provided that he or she is so assigned for a period over thirty (30) days. For all other purposes, the employee shall retain his or her seniority.
  - (iv) Other working conditions set forth in this Agreement shall not apply.
- (d) In any week in which an employee performs no functions reserved exclusively to employees in this Agreement, and the functions which he or she performs are covered by a collective bargaining agreement, other than this Agreement, between NBCUniversal and a labor organization, the following shall apply:
  - (i) He or she shall be entitled to no less than the salary to which he or she is entitled under this Agreement.
  - (ii) He or she shall be entitled to the same medical and insurance benefits to which he or she is entitled under this Agreement.

(iii) An employee assigned to such functions which are not covered by this Agreement shall retain his or her seniority for pension purposes, provided that he or she is so assigned for a period over thirty (30) days. For all other purposes, the employee shall retain his or her seniority.

(iv) Other working conditions set forth in this Agreement shall not apply. Working conditions set forth in the other applicable agreement shall apply.

It is understood that there are functions which employees covered by this Agreement have heretofore performed which do not fall within exclusive NABET-CWA jurisdiction. These functions are not the "additional functions" discussed above.

It is further agreed that if any employee who is assigned functions not covered by this Agreement, pursuant to this letter, makes a good-faith effort to perform such functions to a satisfactory standard of quality, the failure to so perform shall not be used for the purpose of issuing such employee a written warning, suspension or discharge.

#### SIDELETTER 55

During the 1987 negotiations for a new Master Agreement, the parties agreed to a revision of the Preamble which limited coverage of the Agreement to certain television and radio stations, television and radio network operations and other entities and operations covered by the 1983-1987 NABET-CWA/NBC Master Agreement and news bureaus as set forth in Stipulation 19.

This will confirm our understanding that among other operations and entities excluded from coverage of the Master Agreement are (i) any direct broadcast satellite operation or business, (ii) Videotext or similar systems or operations (except Teletext), (iii) any form of cable or other non-over-the-air operation or business including, but not limited to, CNBC, Cablevision and regional cable news operations like TV12, and (iv) any subscription or home video business or operation.

This will further confirm our understanding that the Master Agreement also has no application to any material produced by the Company for any such operations or entities or to any service provided by the Company for any such operations or entities.

## SIDELETTER 56

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, non-NABET-CWA-represented personnel may schedule the work of any NABET-CWA-represented employees, including, but not limited to, making and changing work assignments, determining and changing hours of work and meal and rest periods, and establishing and maintaining any and all records relating to such matters.

## SIDELETTER 57

(a) Notwithstanding anything to the contrary in Article VIII, the Company may schedule employees for a regular work day consisting of ten (10) hours and for a regular work week consisting of any four (4) such regular work days or, in the following operating groups, for a fortnight (i.e. a regular work day consisting of twelve (12) hours and two regular work weeks consisting of any four (4) and three (3) such regular work days):

Technical Operations Center – New York  
Media Operations Center – New York  
On-Air Maintenance – New York

From time to time, additional operating groups may be added by mutual agreement of the Company and the Local Union.

Each employee on the four-day schedule shall have three (3) days off in each week, at least two (2) of which shall be consecutive.

Each employee on the fortnight schedule shall have three (3) and four (4) days off in each two week period, at least two (2) of which each week shall be consecutive.

The twelve (12) months following the Company's implementation of the fortnight schedule for an operating group shall be an experimental period. At the end of such period, members of the operating group shall vote with a majority determining continuation of the fortnight schedule.

(b) This Sideletter applies to engineers regularly assigned to a four (4) day work week or a fortnight in accordance with paragraph (a). If engineers regularly assigned to other than a four (4) day work week or a fortnight or temporary employees (e.g., employees covered by Stipulations 18 and 22 and Sideletter 32 or vacation relief employees) are assigned to a four (4) day work week for at least one (1) work week or for at least two (2) work weeks, the Company in its sole discretion, may assign them to a four (4) day work week or to a fortnight, respectively. When such employees are assigned to a five (5) day work week, they shall be covered by the relevant provisions of the Master Agreement. When such employees are assigned to a

four (4) day work week or a fortnight, they shall be covered by the terms of this Sideletter.

(c) The following changes to the Master Agreement are applicable to employees who are scheduled for a regular work day consisting of ten (10) hours and a regular work week consisting of any four (4) such regular days pursuant to the provisions of this Sideletter:

Section 8.1 (Regular Work Day) -

Change "eight (8)" to "ten (10)" in the first sentence. Notwithstanding this change, when employees are called in to work on a regularly scheduled day off, the minimum call shall be eight (8) hours.

Section 8.2 (Regular Work Week) -

Change "five (5)" to "four (4)" in the first sentence. In the third sentence, change "Friday and Saturday" to "Thursday, Friday and Saturday or Friday, Saturday and Sunday."

Section 8.3 (Turnaround) -

In the second sentence, after "sixty (60) hours" add "and three (3) days off, eighty-four (84) hours."

Section 8.4 (Long Tours) -

In the first sentence, change "eight (8)" to "ten (10)" in both places, and in the third sentence, change "eight (8)" to "ten (10)" and "sixteen (16)" to "fourteen (14)."

Sections 13.6 and 22.18 and Appendix B (Personal Business and Sick Leave) -

An employee shall receive the proportionate number of total paid sick and personal business days permitted under Company policy (i.e. currently 9 and 4 days, respectively).

Section 18.6 (Holidays) -

In the first sentence following "sixty (60)" add "or eighty-four (84)".

Section 18.7 (Holidays) -

Change "eight (8)" to "ten (10)."

Section 19.9 (Vacations) -

An employee who takes vacation one (1) day at a time will receive four (4) rather than five (5) such days, for each of which he or she shall receive one-quarter (1/4) of a week's salary.

Section A8.3 (Meal Periods) -

In the first paragraph change "ten (10)" to "eleven (11)," "four (4)" to "six (6)" and "twelfth (12th)" to "thirteenth (13th)." Delete the second paragraph.

Stipulation 24 (Credit Days) -

Change "eight (8)" to "ten (10)."

Any existing waiver of the first meal period penalty for an "overnight" shift shall continue.

(d) The following changes to the Master Agreement are applicable to employees who are scheduled for a fortnight pursuant to the provisions of this Sideletter:

Section 8.1 (Regular Work Day) -

Change "eight (8)" to "twelve (12)" in the first sentence. Notwithstanding this change, when employees are called in to work on a regularly scheduled day off, the minimum call shall be eight (8) hours.

Section 8.2 (Regular Work Week) -

Change "five (5)" to "four (4) and three (3)" in the first sentence. In the third sentence, change "Friday and Saturday" to "Wednesday, Thursday, Friday and Saturday or Thursday, Friday, Saturday and Sunday." In the work week in which an employee works less than forty (40) hours, the employee shall be paid the proportionate amount of his/her weekly wage scale (e.g. in the week an employee works three (3) twelve (12) hour days, the employee shall get paid for only thirty-six (36) hours).

Section 8.3 (Turnaround) -

In the second sentence, after "sixty (60) hours" add "and three (3) days and four (4) days off, eighty-four (84) and one hundred and eight (108) hours."

Sections 8.4 (Long Tours) -

In the first sentence, change "eight (8)" to "twelve (12)" in both places, and in the third sentence, change "eight (8)" to "twelve (12)" and "sixteen (16)" to "fourteen (14) and twelve (12)."

Sections 13.6 and 22.18 and Appendix B (Personal Business and Sick Leave) -

An employee shall receive the proportionate number of total paid sick and personal business days permitted under Company policy (i.e. currently 8 and 3 days, respectively).

Section 18.6 (Holidays) -

In the first sentence following "sixty (60)" add "or eighty-four (84) and one hundred and eight (108)."

Section 18.7 (Holidays) -

Change "eight (8)" to "twelve (12)."

Section 19.9 (Vacations) -

An employee who takes a vacation one (1) day at a time will receive four (4) rather than five (5) such days, for each of which he or she shall receive one-quarter (1/4) of a week's salary.

Section A2.2(e) and Sideletter 32 (Daily Benefit Payment for Daily Hires) -

An individual who works as a daily hire on a fortnight schedule shall be paid Ninety-Six Dollars (\$96.00) (increasing to Ninety-Eight Dollars and Eight-Seven Cents (\$98.87) effective April 1, 2019, then increasing to One Hundred Dollars and Thirty Cents (\$100.30) effective April 1, 2020, then increasing to One Hundred and One Dollars and Seventy-Three Cents (\$101.73) effective April 1, 2021) for each day a daily benefit payment is required, with the first Twenty-Eight Dollars and Fifty Cents (\$28.50) (increasing to Thirty-One Dollars and Thirty-Seven Cents (\$31.37) effective April 1, 2019, then increasing to Thirty-Two Dollars and Eighty Cents (\$32.80) effective April 1, 2020, then increasing to Thirty-Four Dollars and Twenty-Three

Cents (\$34.23) effective April 1, 2021) of which remitted to the Entertainment Industry Flex Plan. However, if such an individual works on a regularly scheduled day off for less than twelve (12) hours, he/she shall receive a daily benefit payment of Sixty-Seven Dollars (\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective April 1, 2021), with the first Twenty Dollars (\$20.00) (increasing to Twenty-Two Dollars (\$22.00) effective April 1, 2019, then increasing to Twenty-Three Dollars (\$23.00) effective April 1, 2020, then increasing to Twenty-Four Dollars (\$24.00) effective April 1, 2021) of which remitted to the Entertainment Industry Flex Plan. Furthermore, such individuals who work a tour of sixteen (16) hours or less which begins on one (1) calendar day and ends on another calendar day shall require only one (1) such payment of Ninety-Six Dollars (\$96.00) (increasing to Ninety-Eight Dollars and Eight-Seven Cents (\$98.87) effective April 1, 2019, then increasing to One Hundred Dollars and Thirty Cents (\$100.30) effective April 1, 2020, then increasing to One Hundred and One Dollars and Seventy-Three Cents (\$101.73) effective April 1, 2021), but shall only receive another payment of Sixty-Seven Dollars (\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective April 1, 2021) if such a tour exceeds sixteen (16) hours.

An individual who works as a daily hire on a ten (10) hours-per-day, four (4) days-per-week schedule shall be paid Eighty One Dollars and Twenty Five Cents Eighty Three Dollars and Twenty Five Cents (\$83.25) (increasing to Eighty-Five Dollars and Seventy-Four Cents (\$85.74) effective April 1, 2019, then increasing to Eighty-Six Dollars and Ninety-Eight Cents (\$86.98) effective April 1, 2020, then increasing to Eighty-Eight Dollars and Twenty-Two Cents (\$88.22) effective April 1, 2021) for each day a daily benefit payment is required, with the first Twenty Four Dollars and Seventy Five Cents (\$24.75) (increasing to Twenty-Seven Dollars and Twenty-Four Cents (\$27.24) effective April 1, 2019, then increasing to Twenty-Eight Dollars and Forty-Eight Cents (\$28.48) effective April 1, 2020, then increasing to Twenty-Nine Dollars and Seventy-Two Cents (\$29.72) effective April 1, 2021) of which remitted to the Entertainment Industry Flex Plan. However, if such an individual works on a regularly scheduled day off for less than ten (10) hours, he/she shall receive a daily benefit payment of Sixty-Seven Dollars (\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective April 1, 2021) with the first Twenty Dollars (\$20.00) (increasing to Twenty-Two Dollars (\$22.00) effective April 1, 2019, then increasing to Twenty-Three Dollars (\$23.00) effective April 1, 2020, then increasing to Twenty-Four Dollars (\$24.00) effective April 1, 2021) of which remitted to the Entertainment Industry Flex Plan. Furthermore, such individuals who work a tour of sixteen (16) hours or less which begins on one (1) calendar day and ends on another calendar day shall require only one (1) such payment Eighty Three Dollars and Twenty Five Cents (\$83.25) (increasing to Eighty-Five Dollars and Seventy-Four Cents (\$85.74) effective April 1,



2019, then increasing to Eighty-Six Dollars and Ninety-Eight Cents (\$86.98) effective April 1, 2020, then increasing to Eighty-Eight Dollars and Twenty-Two Cents (\$88.22) effective April 1, 2021) , but shall only receive another payment of Sixty-Seven Dollars(\$67.00) (increasing to Sixty-Nine Dollars (\$69.00) effective April 1, 2019, then increasing to Seventy Dollars (\$70.00) effective April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) effective April 1, 2021) if such a tour exceeds sixteen (16) hours.

Section A8.3 (Meal Periods) -

In the first paragraph change "ten (10)" to "twelve (12)," "four (4)" to "seven (7)" and "twelfth (12th)" to "fourteenth (14th)." Delete the second paragraph.

Stipulation 18 and Sideletter 32 (Daily Hire Pay Continuation Credits Calculation and 170 Days Worked Calculation) -

An individual who works as a daily hire on a fortnight schedule shall be credited with one and one-half (1½) days for each day so worked. An individual who works as a daily hire on a ten (10) hours-per-day, four (4) days-per-week schedule shall be credited with one and one-quarter (1¼) days for each day so worked.

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).”

Stipulation 24 (Credit Days) -

Change "eight (8)" to "twelve (12)."

Any existing waiver of the first meal period penalty for an "overnight" shift shall continue.

Overtime shall be paid on the basis of over eighty (80) hours in a fortnight period rather than over forty (40) hours in a work week. Meal periods shall be paid at the employee's straight time rate of pay. Time taken for meals during which work is not performed shall not be considered time worked for any purpose, including but not limited to calculating daily or weekly overtime or holiday premium pay.

- (d) Although the parties intend to conform the relevant provisions of the Master Agreement to the provisions of this Sideletter, it is possible that further adjustments may be required. To this end, the parties shall meet as necessary and, in a spirit of cooperation, try to amicably resolve any problems.

#### SIDELETTER 58

The Company and NABET-CWA encourage employees under this Agreement to improve their skills and knowledge by applying their initiative and using all available training resources.

In accordance with this objective, the Company will make an effort to provide those employees who wish to improve their skills and abilities on their own time with the opportunity to use its equipment and facilities. The Company will also give consideration to releasing such employees for training during their working time, provided that operational requirements permit such release. Any release for training during working time shall be in the Company's sole discretion.

The Company may also expand its existing training programs to train NABET-CWA-represented employees, upon their request, on Company equipment and facilities. NABET-CWA-represented Engineering employees assigned to train two (2) or more other NABET-CWA-represented employees will be paid a Group 6 for each tour so assigned. Any other NABET-CWA-represented trainer will be paid at his or her normal rate of pay for each tour so assigned. It is expressly understood, however, that the Company's assignment of a paid NABET-CWA-represented trainer shall not provide the Union with the basis for any claim that it has established or acquired any jurisdiction by virtue of performing any training duties.

If an employee is interested in participating in a training program, he or she may contact his or her immediate supervisor and request the opportunity to participate in such program. If there are openings in the program, the Company will make an effort to grant the employee's request to participate, provided that such participation is on the employee's own time.

The goals of training may often be attained through educational opportunities at colleges and/or technical schools that offer job-related instruction on a degree or non-degree basis. The NBCUniversal Education Assistance/Individual Development Program provides excellent opportunities for employees to obtain reimbursement up

to the current maximum of Five Thousand Dollars (\$5,000.00) in an academic year for successful completion of a variety of training programs, and the Company and NABET-CWA encourage its use.

At each office, the parties will establish a Joint Training Committee for the purpose of reviewing and seeking to improve training opportunities and programs at each office. The Training Committee shall consist of the principal Labor Relations official at the office (or his or her designee), two (2) members of operational management from the office, the Local President (or his or her designee) and two (2) NABET-CWA-represented employees covered by this Agreement.

The support of training and the agreement to reimburse employees for certain educational expenses shall not constitute any commitment to upgrade or transfer any employee, or to give any employee rights to employment opportunities greater than those expressly set forth in any provision of the Master Agreement.

#### SIDELETTER 59

In the event of the absence of any of the present Mail Messenger employees in Chicago due to illness, payback days, leaves of absence, vacation, transfer to another department, or in the event of a mail messenger workload (which may result from reductions in staff as set forth in the paragraph below), NABET-CWA-represented Building Maintenance employee(s) may be assigned to perform the duties set forth in the Mail Messenger and Duplicating Section Agreement - Chicago alone or in addition to Building Maintenance duties.

When there are no longer any Mail-Messenger and Duplicating employees on staff or with rehire rights, NABET-CWA-represented Building Maintenance employees may, if assigned by the Company, undertake any or all of the duties now being performed by Messenger and Duplicating employees in Chicago under the "K" Contract and/or the Company, in its sole discretion, may exercise its subcontracting rights under Section K7.1. The Company shall have no obligation to replace any Mail-Messenger and Duplicating employee whose employment is terminated.

Furthermore, Mail Messenger employee(s) in Chicago may be assigned to perform Contract E work alone or in addition to Mail Messenger duties. In the event of such an assignment, the Mail Messenger employee will be paid the applicable Section E3.1 rate for all hours worked on that tour. Overtime, if any, will be paid at the rate applicable to the tour on which such overtime is earned. Callback and turnaround penalties, if any, shall be governed by the provisions applicable to the work to which the employee is assigned during the callback or any turnaround period.

#### SIDELETTER 60

Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, any NABET-CWA-represented A Contract staff employees (except employees assigned to news who edit or perform graphics functions, who wish to work for themselves or others in connection with news, public affairs or documentary programs or material) may accept outside employment with radio, television or other entertainment businesses or operations (including, but not limited to, broadcasting companies, cable systems, theatres, film and other production companies, closed-circuit operations, or pay television services), in accordance with the terms and conditions set forth below:

- (1) Outside employment permitted under this Sideletter shall be limited to periods of vacation.
- (2) As soon as possible prior to commencing any outside employment, employees shall provide their Department Head (or his or her designee) with the name, address and telephone number of the outside employer, and precise information concerning the nature and length of such employment.
- (3) The acceptance of any prohibited outside employment, or the occurrence of any improper absences immediately preceding and/or succeeding any period of permitted outside employment, shall be grounds for disciplinary action, up to and including discharge.

#### SIDELETTER 61

This will confirm that the Company will not assert, based solely on a change of location from the Company's Burbank facility to another location within the Los Angeles metropolitan area of an entity(s) and/or operation(s) covered under the Preamble to the Master Agreement, that such entity(s) and/or operation(s) is no longer covered under such Preamble.

#### SIDELETTER 62

Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, the Company will pay the first \$33,580 of annual cost to provide parking for persons covered by the Master Agreement who are assigned to work at the Company's Brooklyn facilities. All costs above this figure shall be borne, on a pro-rata basis, by the employees using this parking facility.

SIDELETTER 63

(RESERVED)

SIDELETTER 64

The parties agree as follows regarding the assignment of NABET-CWA-represented employees to perform work covered by this Sideletter:

1. The Group 1 job classification and minimum wage scale is hereby reinstituted as follows:

Group 1

Archival Dubber  
Cable Person  
Video Tape Librarian (excluding ARPS Operations)  
Digitizer

Minimum Wage Scale (Per Week):

	4/01/19	4/01/20	4/01/21
0-12 months	\$ 665.00	\$ 681.50	\$ 689.50
13-24 months	701.00	718.50	736.50
24-36 months	737.50	756.00	775.00
36-48 months	773.50	793.00	813.00
48 months and over	822.50	843.00	864.00

\*An employee at top scale for six months or more prior to the effective date(s) of the percentage increase(s) applicable to the Group 2 escalator shall be entitled to have his/her rate adjusted by such percentage increase(s).

The above rates of pay shall be effective for employees hired on or after April 1, 2006.

It is expressly understood and agreed that the foregoing listing of job classifications and rates of pay is solely for the purpose of establishing minimum wage scales and does not constitute a grant of jurisdiction. The Company shall not be required to employ or assign one (1) or more employees to any of the classifications set forth above.

2. The Company may hire staff employees, or daily hire employees in accordance with Sideletter 32 under this Sideletter, to perform work in any of the

classifications listed in paragraph 1. An individual who works as a daily hire for one hundred and seventy (170) or more days in any calendar year shall be entitled to one year of credit on the Sideletter 64 escalator for work performed under this Sideletter, provided further that all other terms applicable to one hundred and seventy (170) day daily hires under Sideletter 32 shall also be applicable.

3. Staff employees under any NABET-CWA/NBCUniversal Master Agreement non-Engineering contract who are assigned by the Company to perform any work under this Sideletter in substitution for or in addition to their regular duties shall be paid at the base rates of pay contained herein or their regular base rates of pay, whichever are higher, except that staff Staging Services employees in Washington who were on the payroll as of March 31, 1994 shall be paid no less than the Group 2 base rate of pay when assigned as a Teleprompter Operator. Any such employees shall continue to be covered by other terms and conditions of employment contained in their respective non-Engineering contracts, except that Sideletter 50 does not apply to any assignments under this Sideletter.

4. Except as otherwise required by paragraph 5 herein, non-staff employees who perform work covered by this Sideletter may be discharged or laid off in the sole discretion of the Company, and any such decision shall not be arbitrable. However, no staff employees who were on the payroll as of March 31, 1994 may be laid off solely as a result of the application of this Sideletter. Furthermore, no staff employee who is currently on the payroll shall suffer a reduction in pay solely as a result of the application of this Sideletter.

5. The Company will give to each employee who is hired pursuant to this Sideletter 64, a copy of this Sideletter at the time of his or her hire.

6. Nothing herein is intended to affect or diminish any rights the Union or the Company may have elsewhere in the Master Agreement, or to prohibit the Union or the Company from exercising such rights, including the Company's right to have non-NABET-CWA-represented personnel move tapes in and/or out of any Library and/or catalog tapes.

#### SIDELETTER 65

1. During the term of the 2009-2015 Master Agreement, the Company shall make good faith offers of staff positions to no fewer than one hundred (100) individuals who, as of February 10, 2012, 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 thirty-three (33) of such offers will be made during the twelve (12) months commencing on February 10, 2012; no fewer than thirty-three (33) of such offers or the remainder of the one hundred (100) offers, whichever is less, will be made during the twelve (12) months commencing on February 8, 2013; and no fewer than thirty-four (34) of such offers or the remainder of the one hundred (100) offers, whichever is less, will be made during the twelve (12) months commencing on February 7, 2014. 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 the subject of a grievance or arbitration alleging a violation of this Agreement. Notwithstanding the previous sentence, claims that those receiving offers pursuant to this paragraph were not employed on a "regular basis" shall be subject to grievance and arbitration 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 March 31, 2015.

#### SIDELETTER 66

In the course of negotiations for the 1994-1999 Master Agreement, there was discussion concerning the involvement of NABET-CWA-represented employees in the linear editing of on-air video tape promos at the Los Angeles office of the Company.

As discussed, it is the intention of the Company to continue its practice of assigning NABET-CWA-represented employees to linear editing of video tape promos in Company facilities, and to continue having persons not covered by the Master Agreement perform such editing at other than Company facilities for creative reasons (including, but not limited to, promotional campaigns of the type typically prepared by advertising agencies), or because NBCUniversal equipment is unsuitable or unavailable in a timely fashion, or because the work to be done is not within the current capabilities or qualifications of NABET-CWA-represented employees.

Based upon the foregoing and the discussion the parties have had, the Union will not assert during the term of the 2018 - 2022 Master Agreement that such non-assignment of NABET-CWA-represented employees to the linear editing at other than Company

facilities as described above is a violation of the Master Agreement unless the Company substantially decreases the approximate proportion of linear editing that NABET-CWA-represented employees in Los Angeles have performed. It is expressly understood that the foregoing is without precedent and without prejudice to the contractual positions of the parties with regard to promo jurisdiction.

#### SIDELETTER 67

Notwithstanding any provision of the Master Agreement, or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, the News Channel may, from its own studios located in its main office (currently Charlotte, North Carolina), originate "Nightside" (or any successor program), and any program intended for syndication.

#### SIDELETTER 68

This will confirm our understanding that, in order not to be deemed to have resigned, staff employees must return from a leave of absence for work-related accidents or work-related illnesses which are compensable under the District of Columbia or applicable state worker's compensation law within eighteen (18) months of the start of such leave.

#### SIDELETTER 69

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.



## SIDELETTER 70

During the 1994 negotiations for a new Master Agreement, the parties agreed that the Computer Sideletter gives the Company full discretion in making assignments to non-linear computer editing systems such as AVID, ImMIX, Lightworks and Quantel Editbox which, it is agreed, are included in the definition of computer systems as set forth in paragraph (a) of that Sideletter. It is further agreed that persons not covered by the "A" Contract may also operate any audio and/or color-correcting equipment which is not part of such systems, but is associated therewith or used in connection therewith, provided such operation is in conjunction with their assignment on such systems, but which may or may not be performed simultaneously. To encourage the Company to assign NABET-CWA-represented engineers to operate such non-linear computer editing systems, the parties agree as follows:

1. The Company recognizes the value in having NABET-CWA-represented engineers operate such non-linear computer editing systems. Toward this end, the Company will provide training, as necessary, to engineers, and any staff engineer not so trained may seek training pursuant to Sideletter 58.
2. Persons employed by NBCUniversal who are assigned by the Company to operate such non-linear computer editing systems to "edit" material for broadcast as part of a program covered by the Master Agreement, but who at no time are responsible for the editorial content of program material which they are "editing" (hereinafter "editorial responsibility"), shall be covered by the "A" Contract when they perform such function. When NABET-CWA-represented engineers are given editorial responsibility, they shall continue to be covered by the "A" Contract while exercising such responsibility. It is understood that dubbing (including digitizing, copying, cloning and transfers), screening and/or other non-editing functions are not covered by the above, but nothing herein precludes NABET-CWA-represented engineers from being assigned such functions or given some editorial responsibility.

"Editorial responsibility" is the duty to make a decision(s) and/or a judgment(s) (which decision(s) and/or judgment(s) may include elements of an artistic or creative nature) with respect to the content of program material during the process of assembling or producing a program, or any segment thereof. The failure to perform, or to properly perform, such duty may result in discipline. The Company's designation of editorial responsibility shall be conclusive for the purpose of determining "A" Contract coverage, except that NABET-CWA may challenge such designation of non-unit personnel solely on the grounds that it was made in bad faith, with no intention that any such personnel would exercise said responsibility.

3. When a NABET-CWA-represented engineer is assigned by the Company to operate such a system, the minimum grade of such employee shall be a Group 3 (except a Group 1, pursuant to the terms of Sideletter 64, for dubbing). A NABET-CWA-represented engineer in a higher wage classification shall not be downgraded solely because of an assignment to operate such a system.

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 – Two Dollars (\$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.

5. It is agreed that any assignment of NABET-CWA-represented employees to such systems shall not create a precedent or a practice. In addition, any such assignment of NABET-CWA-represented engineers alone shall not make that area in which such assignment is performed a technical area, or an area in which NABET-CWA-represented engineers are deemed to be regularly or normally assigned.

6. (RESERVED)

#### SIDELETTER 71

In the course of the 1994-1999 Master Agreement negotiations and with regard to Grievance NN94-206, there was discussion concerning the involvement of NBC production personnel, such as Directors, Producers, talent, etc. in the production of outside-produced sports programs that originate at remote locations.

The programs discussed have not been produced by the Company nor has the Company had the underlying property rights in such programs as the result of the participation of the foregoing personnel in the production of such programs in the manner described.

Based upon the foregoing and the discussions we have had, the Union will not assert that the participation of NBC production personnel in outside-produced programs in the manner we have discussed establishes the program as having been "produced by the Company."

#### SIDELETTER 72

(RESERVED)

#### SIDELETTER 73

Notwithstanding the provisions of Section 16.4(b), staff employees who are assigned to travel by air to work on remote sports assignments, and go directly from their homes to the airport, will be credited with one-half (1/2) hour travel time from their homes to the airport on the day of departure for the remote location. Such time shall be measured from the plane's scheduled departure.

#### SIDELETTER 74

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.

#### SIDELETTER 75

(RESERVED)

#### SIDELETTER 76

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.

#### SIDELETTER 77

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.

#### SIDELETTER 78

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:

The Company may assign NABET-CWA-represented employees to perform work on NBCUniversal'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.

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.

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.

#### SIDELETTER 79

During the negotiations leading to the successor to the 2006-2009 Master Agreement, both the Company and the Union expressed a desire to improve the communication opportunities between themselves regarding important matters of mutual concern and, therefore, to create a non-adversarial forum which would enable them to engage in an ongoing dialogue during the period between negotiations in order not only to exchange information, but also to identify and discuss significant matters.

To this end, the parties have agreed to meet annually at a mutually-agreed location for a mutually-agreed period of time in order to discuss such items as new developments in broadcasting technology and the industry in general, major engineering construction or renovation projects to be undertaken by the Company, training opportunities for NABET-CWA-represented employees, health and safety issues, benefits, competitive developments and any other matters of general interest which the Company and the Union desire to place on the agenda. The parties expressly understand that, unless otherwise mutually agreed to, specific grievances are not to be the subject of these meetings.

The Company representatives at each such meeting will consist of senior executives from interested operating areas of the Company and/or their designees and members of the Labor Relations Department. The Union representatives will consist of the

Presidents of each Local Union or their designees and the Sector President of the Union, and his or her designees. Where the President of the Local Union is not an employee of the Company, a designee who is an employee will be sent in his or her place.

Finally, in order to foster a free and frank exchange of views at these meetings, and particularly in view of the fact that matters proprietary to the Company may be discussed, it is agreed that all discussions held will be deemed "off-the-record," will not be cited in any subsequent grievance meeting, arbitration or other legal proceeding, and will be kept confidential when appropriate.

#### SIDELETTER 80

During the negotiations for a successor to the 2006-2009 Master Agreement, the parties held extensive discussions regarding the continuing evolution of Digital Journalist assignments in the Company's Network News division. In order to facilitate making such assignments to NABET-CWA-represented employees, to develop training opportunities that may assist in this effort and to foster a greater mutual understanding of Digital Journalist assignments, the parties agree to meet at least semi-annually within thirty (30) days of a request from either party. The Company will make reasonable efforts to include appropriate management representation from the relevant divisions of the Company at such meetings.

In any work week as defined in Section 8.2 in which a NABET-represented employee is assigned Digital Journalist functions, the minimum salary shall be no less than one hundred and twenty-five percent (125%) of an appropriate step on the Group 6 scale, provided that an employee on staff as of February 10, 2012, or an individual who works on a regular basis as a daily-hire employee and worked no less than one hundred and seventy (170) days as a daily-hire in the immediately prior calendar year, under the A, H, M or N Agreement, who is so assigned shall receive a weekly or, in the case of a daily-hire employee, a daily amount of no less than one hundred twenty-five percent (125%) of the base pay rate the employee most frequently was paid during the latest twelve (12) months when working under said Agreement. Such payment shall be inclusive of any and all payments for overtime, penalties, or any other payments otherwise due under the Master Agreement, except that pay for work on holidays shall be in accordance with Article XVIII of the Master Agreement. It is understood that NABET-CWA-represented employees assigned under this Sideletter will not be denied a reasonable opportunity to eat during the period of time in which they are working.

Daily-hire employees shall be entitled to credit for each day worked toward the 170-day threshold contained in Sideletter 32, provided that an employee who meets said threshold shall not be entitled to the modifications listed in subsections (1)-(4) or (6) of the tenth paragraph of Paragraph 1 of said Sideletter for days assigned as or contiguous to an assignment as a Digital Journalist. Daily-hire employees shall receive daily benefit payments as provided in Sideletter 32, except that an assignment of twelve (12) hours or less that begins on one (1) calendar day and ends on another calendar day shall require only one (1) such payment.

Any individual who is assigned as a Digital Journalist will be provided with whatever training the Company determines to be necessary and appropriate. It is the Company's intention that employees so assigned will be fully trained to perform necessary functions. It is further agreed that if any NABET-CWA-represented employee on staff as of February 10, 2012 who is assigned pursuant to this Sideletter makes a good-faith effort to perform such assignment to a satisfactory standard of quality, the failure to so perform shall not be used for the purpose of issuing such employee a written warning, suspension or discharge.

It is agreed that, during the period February 10, 2012 through March 31, 2015, any acceptance of a Digital Journalist assignment must be voluntary on the part of the employee, either based upon an express request made by a Company representative or the employee's decision to volunteer for such assignment and a Company representative's express approval.

Any employment of NABET-CWA-represented employees to perform assignments as Digital Journalists shall be on a no-precedent basis and shall not create any obligation to make or continue such assignments or to treat non-unit persons performing Digital Journalist assignments or functions as represented by the Union or covered by any agreement between the parties.

Upon request of the Union, the Company shall report to the Union on no less than a quarterly basis a list of the total number of Digital Journalist assignments performed under this Sideletter by bargaining unit personnel at each office covered by the Master Agreement during the reporting period. Such list will include the name of each individual so assigned, the location of each such assignment, and the duties performed by each individual on such assignment (e.g., camera operation, producing, editing, reporting, and/or writing). In addition, in advance of any meeting held in accordance with paragraph 1 of this Sideletter and upon the Union's request, the Company will provide information concerning the assignment of non-bargaining unit personnel to Digital Journalist assignments in order to facilitate the discussions to be held at such meeting.

Within sixty days of February 10, 2012, the Union and the Company will meet for the purpose of attempting to resolve grievances which arose both during the term the 2006-2009 and during the period April 1, 2009 through February 10, 2012, which alleged violations of Sideletter 11, including but not limited to NIO 11-1, NN09-37, NN09-33, NN10-25, NN10-24, NN10-22, NN10-12, NN11-37, NN11-32, NN11-16, NN11-01, and NB11-02.

On or after March 31, 2022, and upon thirty days' written notice, either party may cancel this Sideletter.

## SIDELETTER 81

Notwithstanding Article XI, Section 11.6(b) or any other provision of the Master Agreement, arbitration award, grievance settlement or practice to the contrary, in the event that a reduction in staff employees is to occur at an office of the Company, the Company will use the following procedure with respect to staff employees hired on or after February 10, 2012:

The Company first shall offer to all staff employees in the operating area where the reduction is planned a standard voluntary buyout package, including a release of claims. The Company shall determine, in its sole discretion, whether it will grant a buyout to any applicant(s). Additionally, in its sole discretion, the Company will evaluate the extent, if any, to which a reduction in force can be achieved without the need for a layoff of staff employees through a possible reduction in the use of daily hire employees.

If the number of employees accepted for a buyout is less than the number of employees to be reduced, the Company will provide two (2) weeks' written notice, or two (2) weeks' base pay in lieu of such notice, to any staff employee that it intends to lay off under this Sideletter. In the event notice is given to an employee, a copy thereof shall be sent to the Local Union.

For a layoff that proceeds in inverse order of Unit Seniority, severance shall be computed based upon the formula set forth in Article XV. Any staff employee laid off without regard to seniority shall receive, in exchange for a release of claims, two (2) weeks' base pay for each full year of Total Company Seniority, up to a maximum of fifty-two (52) weeks.

Notwithstanding the right of the Company to lay off employees irrespective of seniority as set forth in subparagraph (c), as of the date upon which the Company has hired into the bargaining unit at the office of the Company in which the reduction is to occur a number of staff employees equal to thirty-five percent (35%) of the number of staff employees that are in such unit as of February 10, 2012, the most senior twenty-five percent (25%) of such unit (based on Total Company Seniority) at the time of layoff shall have the same rights with regard to layoff as those staff employees hired prior to February 10, 2012.

The Company's decisions regarding layoff irrespective of seniority under this Sideletter shall not be the subject of a grievance or arbitration alleging a violation of this Agreement, but shall be subject to the Company's mandatory dispute resolution program as set forth in Section 20.1. Union Representatives.



## SIDELETTER 82

This sideletter shall set forth the circumstances under which the Company shall offer coverage to certain daily hire employees under the NBCUniversal Medical and Prescription Drug Coverage Plan (the "Medical Plan"), the NBCUniversal Dental Coverage Plan and the NBCUniversal Vision Care Plan (collectively, the "Plans") pursuant to the terms and conditions of such Plans. The parties agree as follows:

1. Commencing as of January 1, 2016, an individual shall be eligible for the Plans from January 1<sup>st</sup> to December 31<sup>st</sup> ("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 15<sup>th</sup> of the year two (2) years prior to the Eligibility Year through October 14<sup>th</sup> of the year one (1) year prior to the Eligibility Year).
2. A daily hire employee who is notified of his or her eligibility but who does not satisfy the enrollment requirements and deadlines of any of the Plans shall have rejected such benefit. Future eligibility for such a daily hire employee shall depend upon his or her satisfaction of the requirements in paragraph 1, above, in a subsequent year.
3. Notwithstanding anything to the contrary in Sideletter 32 or otherwise, a daily hire employee shall not receive a daily benefit payment under Sideletter 32 for any day on which he or she is an active participant in any of the Plans whether such participation is a result of employment under Sideletter 32 or otherwise.
4. The Company shall have the sole authority to make all determinations with regard to eligibility for benefits under the Plans. Such determination shall be final and shall not be subject to the arbitration provisions of Article XX.
5. The provisions of Article XXII, Sections 22.20 through 22.24 shall be incorporated herein and shall be in full force and effect with regard to the daily hire employees and benefits covered by this Sideletter.

### Savings and Security Program Agreement

This Agreement (referred to as the "NBCUniversal/NABET-CWA Union Representative Savings and Security Program Agreement") is entered into by and between the NBCUniversal Media, LLC. (the "Company") and the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO-CLC, or its successor (hereinafter called "the Union" or "NABET-CWA") acting for

itself and on behalf of each of its affiliated NBCUniversal/NABET-CWA Locals covered by the NBCUniversal/NABET-CWA Master Agreement (each referred to individually as the "Local") for the purpose of establishing a procedure for:

- (1) Company salary and wage payment to employees when performing as a steward or other representative of a Local while on a Local Union leave of absence as provided under Article XIII, Section 13.3 of the NBCUniversal/NABET-CWA Master Agreement; and
- (2) Local reimbursement of these payments and certain related Company expenses.

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/NBCUniversal Master Agreement (including related FICA and FUTA taxes imposed on the employer); and
- (2) 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.

#### Section II. Modifications and Amendments

- (1) Not more than 90 days and not less than 60 days prior to the 31st day of March, 2015 and any anniversary date thereof, either the Company or the Union may present to the other notice of proposed modifications or additions to the provision hereof. Within 15 days after such notice is given, collective bargaining negotiations shall commence for the purpose of considering such modifications or additions. Failing agreement thereon, the Union and Locals shall have the right to strike but this Agreement shall continue in effect, as provided in Paragraph 2 below of this Agreement. However, in the event of such strike, the Company may, at its option, terminate this Agreement upon 10 days' written notice to the Union.

- (2) This Agreement shall become effective for pay delivered on or after April 1, 2006, but shall not commence earlier than the first day of the first full pay period following execution and shall continue in full force and effect between the Company, the Union and the Locals until the 31st day of March, 2022 and from year to year thereafter, unless not more than 90 and not less than 60 days prior to such date or any anniversary thereof either the Company or the Union shall notify the other in writing of its intention to terminate this Agreement upon such date or anniversary date.

### Section III. Administration

This Agreement shall be administered by the Company, which shall have the same powers, responsibilities and discretion with respect to its administration of this Agreement as the Company has with respect to the administration of the Program.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed to this Agreement by their duly authorized representative as of February 14, 2019.

New York, New York

NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS, THE BROADCASTING  
AND CABLE TELEVISION WORKERS  
SECTOR OF THE COMMUNICATIONS  
WORKERS OF AMERICA,  
AFL-CIO-CLC

NBCUNIVERSAL MEDIA, LLC.

By:(s) Charles G. Braico

By:(s) Jason Laks

## **APPENDIX “B”**

The following is the Company policy, as set forth in the Company’s Employee Handbook dated June 1, 2019, for certain absences from work as it applies to NABET-CWA-represented employees. Employees should refer to the Company’s intranet website for the most current version of these policies.

(See Article XIII)

### **Absence from Work**

Employment with NBCUniversal requires prompt and regular attendance at work. Excessive absenteeism or tardiness, as well as patterns of absence or tardiness, may lead to discipline up to and including termination of employment.

It is recognized, however, that there may be circumstances requiring employees to be absent from work for justifiable reasons. Such absences may be approved and in certain instances the employee may be paid. In addition, the following guidelines of general application apply:

- absences that are not approved are never payable and may be cause for termination;
- an employee continues to accumulate service credit during an approved absence;
- time off for employees covered by a collective bargaining agreement or employment contract will be governed by the terms of that agreement, which may or may not incorporate some or all of the guidelines in this policy; and
- modifications or exceptions to the policy may be necessary in order to comply with federal, state or local laws.

All absences must be authorized by the employee's immediate supervisor and recorded on the proper form. For non-exempt employees, the reason for the absence must be shown on the employee's weekly time record and also approved by the employee's immediate supervisor. All approved absences must have an expected return to work date. In the case of a leave of absence (e.g., family and medical leave or disability leave), the employee must notify his/her immediate supervisor as soon as possible of any change in the expected return date. Failure to provide such notice may result in the delay or preclusion of reinstatement of the employee. Coverage under some Company benefit plans may continue during approved paid or unpaid leaves of absence. Detailed information on the status of benefits while on leave should be obtained from the Comcast Benefits Service Center (for NBCU employees) at 1-844-405-2085.

## **Personal Business Days**

The Company's policy with regard to personal business days applies generally to all full-time and part-time staff employees. Employees covered by a collective bargaining agreement or employment contract may or may not be entitled to personal business days and/or may be subject to different guidelines regarding personal business days. Please consult Human Resources or contact the HRConnection team at 855-HR4-NBCU (855-474-6228) or by email at [HR.Connection@nbcuni.com](mailto:HR.Connection@nbcuni.com) with any questions.

Full-time and part-time staff employees may request personal business day(s) to take care of personal business that cannot be managed outside of normal working hours. Examples of such personal business may include, but are not limited to, parent-teacher conference or other school event, religious holiday that is not one of the Company-observed holidays, real estate closing, household move, Department of Motor Vehicle or other administrative agency business, or court appearance.

Additionally, to foster community engagement and demonstrate the Company's commitment to social responsibility, employees are also permitted to use one personal business day to perform volunteer services for a bona fide charity. Employees should consult with Human Resources with any questions regarding whether a particular activity qualifies under this policy.

Personal business days are not intended as, and cannot be used in place of or to extend, vacation or unworked holidays.

Full-time staff employees are allowed up to five (5) scheduled work days off with pay within a calendar year for personal business. Part-time staff employees generally receive a number of personal business days equal to the allotment for full-time staff employees, prorated over a fiveday work week, rounded to the nearest whole day. Unused personal business days do not carry over into the following calendar year and are not paid upon termination of employment, unless required by applicable law.

An employee must request and receive his or her supervisor's approval to take a personal business day and provide adequate notice of the request for time off. The amount of notice required depends upon the reason for the request. For urgent personal business, the employee must give as much notice as is reasonable under the circumstances. For days of religious significance to the employee or similar reasons for using a personal business day that are known far in advance, at least ten days' notice is required. A request for a personal business day that is unrelated to urgent personal business or a day of religious significance may be denied for reasons including, but not limited to, adverse impact on the workload of the employee's department.

## **Sick Leave**

The Company's policy with regard to sick leave applies generally to all full-time and part-time staff employees. Employees covered by a collective bargaining agreement or employment contract may or may not be entitled to sick leave and/or may be subject to different guidelines regarding sick leave. Please consult your Human Resources manager or contact the HRConnection team at 855-HR4-NBCU (855-474-6228) or by email at [HR.Connection@nbcuni.com](mailto:HR.Connection@nbcuni.com) with any questions.

Sick leave is available for a staff employee's sickness or injury lasting seven consecutive calendar days or less or for a staff employee to care for a sick child, parent, spouse, or domestic partner, or other person as provided by applicable law. Sick leave can be used by an employee for:

- such employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care; or
- care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care; or
- closure of such employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
- as otherwise provided by applicable law.

Sick leave cannot be used in place of, or to extend, personal leave, vacation or holidays and cannot be carried over to the next calendar year if unused, nor is it paid on termination of employment.

Full-time staff employees with more than six months of service credit are entitled to up to 11 work days of paid sick leave per calendar year. Full-time staff employees with less than six months of service credit are entitled to up to five work days of paid sick leave. Part-time staff employees generally receive a number of days equal to the allotment for full-time staff employees, pro-rated over a five-day work week, rounded to the nearest whole day.

The employee must promptly notify the immediate supervisor of the need to take sick leave. If sick leave is needed for more than one consecutive day, the employee's supervisor must be informed each day. The employee may be required to provide statements from a personal physician substantiating the need for sick leave. Failure to provide such a statement when requested may result in the denial of any sick leave payment and may subject the employee to discipline, up to and including discharge.

The Company reserves the right to deny leave and/or take disciplinary action, up to and including discharge, with respect to any employee whose absences are

determined to be inappropriate or excessive, whether or not the employee has exhausted the annual sick leave allocation. If illness or injury occurs while at work, the employee must report it to the Health Office (if the location has a Health Office), to his or her manager, and to NBCUniversal Security

### **Short Term Disability**

The Company's policy with regard to Short-Term Disability (STD) benefits and associated leave applies to all active, full-time staff employees, working at least 30 hours per week. Employees covered by a collective bargaining agreement or personal services contract may or may not be entitled to STD benefits and associated leave under this policy and/or may be subject to different guidelines regarding such benefits and leave. Please consult your Human Resources manager or the Comcast Benefits Service Center (for NBCUniversal employees) at 1-844-405-2085 with any questions.

STD benefits and leave are available to eligible employees who, as a result of a medical disability, including disability due to pregnancy or child birth, are unable to work for more than seven consecutive calendar days. An employee meeting these conditions must promptly notify his or her supervisor and must contact the Company's disability Claims Administrator, to provide notice of the need for disability benefits and absence from work. The policies and procedures as set forth by the disability Claims Administrator will be followed in order to determine whether an employee meets the requirements to receive benefits under this policy. Absences due to injury or illness of seven consecutive calendar days or less are not covered under this policy. Sick Leave should be used to cover absences of seven consecutive calendar days or less.

The STD benefit "waiting period" of seven (7) consecutive calendar days of absence is the length of time an employee must be continuously disabled and under the appropriate care of a health care provider before becoming eligible for STD benefits. If an employee is subsequently approved for STD, the seven-day waiting period is treated as week one of the STD benefit period. The STD benefit is retroactive to the first day of Disability, if approved.

STD benefits replace salary or a portion of salary for up to a maximum 26 weeks in a rolling 12 month period. Salary replacement is based on the following schedule:

- 100% of base pay (plus target Sales Incentive Compensation (SIC) or Commission (COMM)) for approved disability week 1 through 8
- 80% of base pay (plus SIC or COMM) for approved disability week 9 through 26

STD benefit payments are calculated based on the employee's pre-disability income, i.e., base rate on the last day the employee was actively at work. Payments will be integrated with any state mandated programs (e.g., CA, HI, NJ, NY, and RI). STD leave taken for maternity-related disability runs concurrently with the Company's six

month unpaid child rearing leave and paid or unpaid Family and Medical Leave Act (FMLA) entitlements. Employees, eligible or ineligible for Child Rearing and/or FMLA leave, may apply unused vacation time to extend paid time off after the end of the paid disability or paid Family Leave period. Use of sick time, personal days, or floating holidays may not be applied to the leave.

Prior to returning to work from STD, the employee must obtain a Physician's statement certifying the ability to return to work, and submit that statement to the Company's disability Claims Administrator prior to the actual return to work.

Disabilities lasting more than twenty-six weeks will be handled in accordance with eligibility requirements, participation levels and other terms and conditions of the Company's Long Term Disability Policy.

Unless otherwise provided by applicable law, the maximum duration of a medical disability leave, including a work-related disability leave is 12 months. As part of our commitment to the safety and well-being of our employees, the Company recognizes the value of providing employees who may be temporarily unable to perform some or all of their normal job duties due to injury/illness the opportunity to return to suitable temporary modified or transitional work assignments as soon as they are safely able to do so. Consult your Human Resources Manager about the availability of transitional work in a particular case.

For a full description of the STD Plan, please refer to the Short-term Disability Policy Description. If any discrepancy exists between this policy and the Short-Term Disability Policy Description, the Short-Term Disability Policy Description will prevail.

### ***Maternity-Related Disability***

If Disability is due to child birth, the STD Plan permits an employee to begin the 7 day waiting period up to 14 days prior to the estimated delivery date.

Employees with maternity-related disability may call the Company's Disability Claims Administrator, Sedgwick at 1-855-686-6228 or through the online portal at <https://viaoneexpress.sedgwickcms.net/NBCUniversal>, 30 days before the baby's expected delivery date to file a claim.

### **Family and Medical Leave**

Eligible employees are entitled to family and medical leave for any of the following reasons:

- birth of a son or daughter of the employee and to care for such newborn child within the first 12 months of birth;
- placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child within the first 12 months of placement;



- to care for the employee's son or daughter, spouse, domestic partner, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the functions of the employee's job; or
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty).

Employees who have been employed for at least 12 months (need not be consecutive) and for at least 1,250 hours during the 12 months prior to the request for leave are eligible for family and medical leave. Eligible employees are entitled to up to 12 work weeks of leave during a rolling 12-month period measured backward from the first day of the employee's use of such leave. Leave may be taken intermittently or on a reduced schedule when medically necessary, provided the total time taken does not exceed 12 work weeks in the 12-month period.

Subject to applicable law, eligible employees may take up to 26 weeks of unpaid leave during a 12-month period measured forward from the first date of an employee's family and medical leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

Leave under this policy may also be taken intermittently or on a reduced work schedule where medically necessary. Intermittent/reduced work schedule leave will generally not be granted following the birth, adoption or placement of a healthy child unless agreed to by both the employee and the Company or if necessary due to the serious health condition of the child. If it is necessary to take intermittent/reduced work schedule family and medical leave for scheduled treatments or appointments for the employee or the employee's covered family member, the employee must make a reasonable effort to schedule treatments or appointments so as not to disrupt operations unduly, such as outside of the employee's regular work hours. In addition, employees on intermittent family and medical leave are required to comply with their local call out policies and procedures except in unusual or emergency circumstances.

Employees must contact the Company's family and medical leave administrator, Sedgwick at 1- 855-686-6228, to request a family and medical leave. The leave will require management and/or Human Resources approval. Depending upon the purpose for which leave is requested and whether the need for leave is foreseeable, advance notice may be required before leave is granted. Additionally, an employee may be required to provide appropriate documentation, including medical certification, to support a family or medical leave and may be required periodically to recertify the need for the leave. The Company also may require reports regarding the employee's anticipated return to work.

Leave taken under this policy is unpaid, except as may be provided by applicable law. In the case of leave taken for the employee's own serious health condition, the employee may request, but is not required, to use any remaining accrued vacation days or personal days before converting to unpaid status. Employees are required to take any remaining sick leave before using any paid or unpaid leave. In the case of other family and medical leaves for reasons other than the employee's own serious health condition, employees may request but are not required to use vacation or personal business days as part of their leave.

During a leave under this policy, the employee's benefits continue in effect. The employee must continue to pay his or her share of premium payments during the leave. Employees who qualify for company-paid short-term disability (STD) coverage are also eligible for FMLA leave, which runs concurrently with STD.

Upon return to work within the 12 weeks provided under this policy or applicable state law, an employee will be restored to the same position he/she held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment, provided that the employee would not have been laid off or otherwise terminated during the leave had he or she been working. Under certain circumstances, the Company may deny such reinstatement to certain highly compensated employees. All employees on a leave due to their own serious health condition are required to provide a certification of fitness to return to work in advance of their reinstatement.

Employees based in California, Connecticut, New Jersey, New York, Washington, D.C., and certain other jurisdictions may be entitled to paid family and medical leave. Please contact your Human Resources manager for information regarding eligibility and coverage.

## **Parental Leave**

See the Company's intranet website for the most current version of this policy.

## **Bereavement Leave**

The Company's policy with regard to bereavement leave applies generally to all staff employees. Employees covered by a collective bargaining agreement or employment contract may or may not be entitled to bereavement leave and/or may be subject to different guidelines regarding bereavement leave. Please consult your Human Resources manager or contact the HRConnection team at 855-HR4-NBCU (855-474-6228) or by email at [HR.Connection@nbcuni.com](mailto:HR.Connection@nbcuni.com) with any questions.

Bereavement leave is available in the event of a death in an employee's immediate family. For the purpose of this policy, "immediate family" means the employee's:

- spouse or domestic partner;
- children and step children;
- legal guardians and/or wards;
- parents and step parents;
- grandparents and step grandparents;
- grandchildren and step grandchildren;
- brothers, sisters, stepbrothers and stepsisters;
- parents-in-law;
- grandparents-in-law;
- brothers- and sisters-in-law; and
- sons- and daughters-in-law.

This leave also extends to a parent following a miscarriage. Absence under this policy is not to exceed five work days for a death in the employee's immediate family. The number of days permitted depends upon individual circumstances, such as necessary travel time and whether the employee has responsibility for making funeral arrangements.

The amount paid to a non-exempt employee on bereavement leave shall be based upon the hours (if any) for which the employee was scheduled to work on the days missed. Exempt employees shall be paid at their regular salary rate while on bereavement leave. An employee must provide as much advance notice as possible and obtain approval from his or her supervisor prior to taking bereavement leave.

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