

MEMORANDUM OF AGREEMENT

This document and attachments hereto constitute the Memorandum of Agreement which confirms the agreement reached between the parties as a result of the 2015-2018 Master Agreement negotiations between the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO-CLC (hereinafter called "NABET-CWA") and NBCUniversal Media, LLC.

As an express and material term of the parties' agreement, the NABET-CWA bargaining committee agrees to unanimously recommend this Memorandum of Agreement for ratification by the NABET-CWA membership. The attachments hereto are those items which have been agreed upon by the parties, and are written in contract language unless otherwise specified. It is also agreed that conforming and updating changes will also need to be made in the new Master Agreement. Furthermore, all proposals made during the negotiations and not attached hereto are deemed to have been mutually withdrawn by the parties.

NBCUniversal Media, LLC.

NABET-CWA

By: _____

By: _____

Steve Eisenhardt
Senior Vice President, Labor Relations
NBCUniversal Media, LLC.

Charles G. Braico
Sector President
NABET-CWA

Date: _____

Date: _____

COMPANY COUNTER PROPOSALPER DIEM

Modify Section 7.7 – Meal Expense Allowance as follows:

“

* * *

(a) An employee assigned to a scheduled field pickup or other authorized Company business that requires traveling and/or work away from the home office overnight shall receive a per diem allowance of ~~Fifty Four Dollars (\$54.00)~~, ~~increased to Fifty Five Dollars (\$55.00) effective February 11, 2012~~ Fifty-Eight Dollars (\$58.00) effective **[first payroll period after ratification]**, 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 the 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

May 8, 2015

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.

* * * ”

COMPANY PROPOSALARTICLE VIIIMEAL PERIODS

Revise Section 8.1 as follows:

“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.”

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

1/21/15

Modify Section 8.4(a) - 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 ~~sixteen (16)~~ fifteen (15) hours at one and one-half (1-1/2) times the employee's regular rate of pay.

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 for 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.

Section 8.9(a)

Amend first paragraph to include: Any meal period shall be paid at the employee's straight time rate of pay.

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).

March 6, 2015

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 18.8

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:

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.

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 a 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 Dollars (\$40.00) increasing to~~ Forty Two Dollars (\$42.00), effective February 10, 2012, 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 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 ~~time and one-half (1-1/2)~~ 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 ~~the rate of time and one-half (1-1/2)~~.

ARTICLE 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.

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.

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 U4.6

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 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 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. Any meal period shall be paid at the

employee's straight time rate of pay. Payback days will be scheduled by mutual agreement between the employee and the Company.

ARTICLE U-IX

TEMPORARY EMPLOYMENT

Section U9.1

- (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), ~~TWO (2) (THREE (3) effective [~~**The First Full Calendar Year After Ratification]**~~)]~~ **ADDITIONAL HOLIDAYS** as designated by the Company each calendar year ~~and any days which are Company holidays for employees of the Company generally, either on an ad hoc or regular basis.~~ Any meal period shall be paid at the employee's straight time rate of pay.

In no case shall overtime accrue on overtime.

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.

* * * ”

COMPANY COUNTER PROPOSALARTICLE VIIISHORT TURNAROUND

Revise Section 8.3 as follows:

“

(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 ~~except on entertainment productions not already in existence as of March 2, 2015 (“New Entertainment Productions”)~~ when such minimum period shall be nine (9) hours. A day off shall consist of thirty-six (36) hours off consecutively ~~(thirty-three (33) hours for New Entertainment Productions)~~ and two (2) days off, sixty (60) hours ~~(fifty-seven (57) hours for New Entertainment Productions)~~. 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, increased to Seven Dollars and Fifty Cents (\$7.50) per hour, effective February 11, 2012,~~ for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be ~~Ten Dollars (\$10.00) per hour, increased to Fifteen Dollars (\$15.00), effective February 11, 2012,~~ 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

March 19, 2015

1/22/15

turnaround period, except that the compensation shall be Fifteen Dollars (\$15.00) per hour, in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof. This provision will automatically expire on March 31, 2019.”

March 19, 2015

COMPANY COUNTER PROPOSAL

ARTICLE X

NIGHT SHIFT DIFFERENTIAL

Modify Section 10.1 as follows:

“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 daily hire employees hired after **[Date of Ratification]**, and for any daily hire employees hired before **[Date of Ratification]** 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 (15%) 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%) of his or her straight-time rate of pay for each such overtime hour worked.”

May 8, 2015

NABET-CWA Counter Proposal 3/4/15

NIGHT SHIFT DIFFERENTIAL

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~~, ~~st of each year~~ shall receive a differential of fifteen percent (15%) of his or her straight-time rate of pay during ~~the following~~ 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, page 201)

COMPANY PROPOSAL

ARTICLE XIII

SICK LEAVE

Modify Section 13.1 by adding the following sentence:

* * *

“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.”

May 8, 2015

NABET-CWA Proposal 1/26/15

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.

COMPANY COUNTER PROPOSAL

ARTICLE XVII

USE OF EMPLOYEE'S CAR

Modify Section 17.1 as follows:

“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.”

February 9, 2015

COMPANY PROPOSAL

ARTICLE XVIII

HOLIDAYS

Modify Section 18.4 as follows:

“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.”

Modify the first paragraph of Section 18.9 as follows:

“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 TWO (2) (THREE (3) effective [The First Full Calendar Year After Ratification]) ADDITIONAL HOLIDAYS as designated by the Company each calendar year for employees covered by this Section 18.9 ~~and any days which are Company holidays for employees of the Company generally, either on an ad hoc or regular basis.~~”

[DATE OF RATIFICATION]

SETTLEMENT AGREEMENT

In settlement of Grievance NIO 12-1 and any similar grievances (collectively known as the “Holiday Grievances”), the parties agree to the following:

1. NABET-CWA represented staff and daily hire employees who worked 180 days in calendar year 2014 and who are on the Company’s payroll as of **[the date of ratification]** shall receive a one-time payment of Two Hundred Dollars (\$200.00).

2. The Union withdraws with prejudice the Holiday Grievances. In addition, the Sector and each Local waive any right to file any grievance related to the Company’s designation of holidays prior to ratification of a successor agreement to the 2009-2015 Master Agreement.

3. This Settlement is made on a no-precedent basis, is without prejudice to the contractual positions of either NBCUniversal or NABET, and may not be cited in any arbitration or other proceeding except one alleging a violation of this Agreement.

Steve Eisenhardt
Senior Vice President, Labor Relations
NBCUniversal Media, LLC

Charles G. Braico
Sector President
NABET-CWA

July 21, 2015

3/02/15

NABET-CWA Proposal 1/21/15, 2/3/15, 2/9/15, 3/4/15

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

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

~~Charles Askin~~ **Mei L. Bickner**]
~~Howard S. Block~~ **Jonathon Monat**]
~~Mark Burstein~~ **Kenneth Perea**] Los Angeles Office
Douglas Collins]

Joan Parker] Washington Office

~~Raymond McAlpin~~ **Alan Symonette**] Chicago Office

In Los Angeles, where four (4) 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.

COMPANY PROPOSALARTICLE XXGRIEVANCES

Modify Section 20.7 as follows:

“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.

~~Current grievances which are at least ten (10) years old as of the date of ratification of a successor agreement to the 1990-1994 Master Agreement shall be deemed abandoned. Any grievances filed on or after January 1, 1991 that have not been resolved within five (5) years of the date they were filed shall be deemed abandoned.~~ 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.”

ARTICLE XXII

BENEFIT PLANS AND PROGRAMS

Amend and make conforming changes as follows:

~~“Section 22.1~~

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

Section 22.1

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 ~~NBCUniversal Capital Accumulation Plan (CAP)~~ 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.

July 21, 2015

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

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

Section 22.9

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

Section 22.10

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

Section 22.18

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

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

Section 22.22

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

Section 22.23

The Company and the Union, having negotiated concerning the subject of employee benefits, each waives the right to require that the other bargain collectively concerning any and all matters relating thereto during the term of this

Agreement. However, nothing shall limit the rights of the plan sponsors of the NBCU Plans to unilaterally modify or make changes in the NBCU Plans referenced in this Article. The parties agree that there shall be no employee demonstration, strike, stoppage of work, or lockout or other interference with Company operations in connection with such matters during the term of this Agreement.

Section 22.24

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

COMPANY COUNTER PROPOSALARTICLE A-IIICLASSIFICATIONS and WAGE SCALES

Amend Section A3.1(b) as follows:

“Group 1A:

Minimum Wage Scale:

0-1 year	\$670.50
1-2 years	\$771.00
2-3 years	\$886.50
3-4 years and over	\$975.50
4 years and over	<u>[Top of scale of A3.1(a) Group 1A]</u>

Group 2:

Minimum Wage Scale:

0-1 year	\$670.50
1-2 years	\$771.00
2-3 years	\$886.50
3-4 years	\$975.50
4-5 years	\$1,053.50
5-6 years	\$1,137.50
6-7 years	\$1,228.50
7-8 years	\$1,327.00
8-9 years	\$1,420.00
9-10 years and over	\$1,516.00
10 years and over	<u>[Top of scale of A3.1(a) Group 2]</u>

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Group 3

Minimum Wage Scale:

0-1 year	\$751.50
1-2 years	\$901.50
2-3 years	\$1,082.00
3-4 years	\$1,190.00
4-5 years	\$1,285.50
5-6 years	\$1,388.00
6-7 years	\$1,485.50
7-8 years and over	\$1,595.00
8 years and over	<u>[Top of scale of A3.1(a) Group 3]</u>

Group 5

Minimum Wage Scale:

0-1 year	\$775.50
1-2 years	\$930.50
2-3 years	\$1,117.00
3-4 years	\$1,228.50
4-5 years	\$1,326.50
5-6 years	\$1,433.00
6-7 years	\$1,533.00
7-8 years and over	\$1,631.50
8 years and over	<u>[Top of scale of A3.1(a) Group 5]</u>

Group 6

Minimum Wage Scale:

0-1 year	\$875.50
1-2 years	\$1,050.50
2-3 years	\$1,156.00
3-4 years	\$1,260.00
4-5 years	\$1,360.50
5-6 years	\$1,469.50
6-7 years	\$1,572.50
7-8 years and over	\$1,685.00
8 years and over	<u>[Top of scale of A3.1(a) Group 6]</u>

Group 7

Minimum Wage Scale:

0-1 year	\$889.00
1-2 yrs	\$1,066.50
2-3 yrs	\$1,280.00
3-4 yrs	\$1,472.00
4-5 yrs	\$1,619.00
5-6 years and over	\$1,712.00
6 years and over	<u>[Top of scale of A3.1(a) Group 7]</u>

COMPANY COUNTER PROPOSAL

ARTICLE A-IX

REST PERIODS

Modify Section A9.1 as follows:

“It is the intention of the Company to continue the practice of granting a reasonable rest periods during televisions program rehearsals, or a reasonable rest relief period for each job function during an extended television broadcast such as ~~a football game~~ 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.”

COMPANY COUNTER PROPOSAL

ARTICLE D-IV

ALL EMPLOYEES

Amend the fourth paragraph of Section D4.1 as follows:

“In lieu of Section 10.1, the following shall apply: 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 daily hire employees hired after [Date of Ratification], and for any daily hire employees hired before [Date of Ratification] 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.”

July 21, 2015

COMPANY COUNTER PROPOSAL

STIPULATION 18

DAILY HIRE EMPLOYEES

Amend Paragraph 7 as follows:

“An individual who works as a daily hire under Stipulation 18 and/or Sideletter 32 for ~~one hundred and eighty (180)~~ one hundred and seventy (170) or more days in any calendar years shall be entitled to the following from April 1st of the subsequent calendar year to the following March 31st when so employed as a daily hire. . . .

* * * ”

July 21, 2015

3/10/15; 5/8/15

COMPANY COUNTER PROPOSAL

SIDELETTER 2

Modify subparagraph (b) as follows:

“(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 pay in lieu of benefits 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 pay in lieu of benefits.”

July 21, 2015

COMPANY PROPOSALSIDELETTER 4STIPULATIONS, SIDELETTERS, AND OTHER WRITTEN AGREEMENTS

Clarify as follows:

“It is agreed that all written stipulations, sideletters and other written agreements entered into between NBC or NBCUniversal and the National Association of Broadcast Employees and Technicians, AFL-CIO, during the period from April 1, 1987 to ~~March 31, 2009~~ March 31, 2018 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. ~~This will not apply to stipulations, sideletters and other agreements which the parties have specifically cancelled or which are modified by provisions of the current contract.~~”

March 12, 2015

COMPANY COUNTER PROPOSAL

SIDELETTER 11

Revise Paragraph 7 as follows:

“No NABET-CWA-represented engineer on regular staff as of [**day prior to ratification date**] shall be laid off during the period [**ratification date**] through March 31, 2018 as a direct result of the use of such cameras by non-unit persons in accordance with the terms of this Sideletter.”

July 21, 2015

COMPANY COUNTER PROPOSAL

SIDELETTER 23

Revise the last paragraph as follows:

“This Sideletter neither expands nor contracts the jurisdiction of the Union under the ~~2009–2015~~ 2015 – 2018 Master Agreement. This Sideletter automatically expires on ~~March 31, 2016~~ March 31, 2019.”

[Numbered Paragraph 1 of the Settlement Agreement regarding Digital Journalists, dated January 6, 2012, shall be amended as follows:

“1. The Unit Clarification petition 2-UC-623, previously withdrawn by Local 11, shall remain currently before Region 2 of the NLRB, will be promptly withdrawn by Local 11 pursuant to the terms of this agreement. Such withdrawal shall be without prejudice should such a petition be refiled following the expiration of the successor agreement to the ~~2006—2009~~ 2009 - 2015 Master Agreement between the parties. The Union agrees not to refile a unit clarification petition prior to March 31, 2019.”

July 21, 2015

COMPANY COUNTER PROPOSAL

SIDELETTER 32

DAILY HIRE EMPLOYEES

Amend the third paragraph of Paragraph 1 as follows:

“Daily employees shall receive a daily benefit payment of Sixty-Seven Dollars (\$67.00) ~~Sixty Dollars (\$60.00) (increased to Sixty-Five Dollars (\$65.00) effective **[date of first payroll period after ratification]** February 11, 2012)~~ a day in lieu of benefits except that a tour of twelve (12) hours or less which begins on one (1) calendar day and ends on another calendar day shall require only one (1) such payment. In the event the Company is required to cover daily-hire employees in any employee benefit program, the costs to the Company of providing such coverage shall be offset against such Sixty-Seven Dollars (\$67.00) ~~Sixty Dollars (\$60.00) (increased to Sixty-Five Dollars (\$65.00) effective February 11, 2012)~~. The amount to be offset to provide such coverage shall be determined by the Company’s Vice President, Labor Relations and the ~~International~~ 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 ~~Fifteen Dollars (\$15.00) a day (increased to~~ Twenty Dollars (\$20.00) a day of the daily benefit payment effective **[date of first payroll period after ratification]** ~~February 11, 2012) in lieu of benefits~~ paid pursuant this paragraph, shall be contributed to the Entertainment Industry Flex Plan”

March 26, 2015

SIDELETTER 32

DAILY HIRE EMPLOYEES

The sixth paragraph of Paragraph 1 shall be corrected as follows:

“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 Section ~~22.20~~ 22.14 (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-XI and N-XII.”

July 21, 2015

COMPANY COUNTER PROPOSAL

SIDELETTER 32

DAILY HIRE EMPLOYEES

Modify the first paragraph of Section 16.11 as follows:

“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 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.”

March 6, 2015

3/19/15

COMPANY COUNTER PROPOSALSIDELETTER 32DAILY HIRE EMPLOYEES

Amend the third paragraph of the 16.6(a) and 16.11 “in lieu of” sections as follows:

“Notwithstanding any provision of the Master Agreement or any other agreements, grievance settlements, arbitration awards or past practice to the contrary, for "travel only" days to, from and/or between out-of-town assignments originating within the Continental United States (excluding Alaska), a daily employee shall be paid at the rate of ~~Twenty-Five Dollars (\$25.00) (increasing to Twenty-Six Dollars (\$26.00) effective as of February 11, 2012)~~ (increasing to Twenty-Eight Dollars (\$28.00) effective as of [RATIFICATION DATE], then increasing to Thirty Dollars (\$30.00) effective April 1, 2016, and increasing to Thirty-Two Dollars (\$32.00) effective April 1, 2017) per hour of travel with a minimum of eight (8) hours. Any hours of travel by such employee in excess of eight (8) hours in any such day or which, when combined with hours worked by such employee, exceed forty (40) hours in the regular work week (as defined in Section 8.2) shall be paid as overtime at one and one-half (1½) times the ~~Twenty-Five Dollars (\$25.00) (increasing to Twenty-Six Dollars (\$26.00) effective as of February 11, 2012)~~ (increasing to Twenty-Eight Dollars (\$28.00) effective as of [RATIFICATION DATE], then increasing to Thirty Dollars (\$30.00) effective April 1, 2016, and increasing to Thirty-Two Dollars (\$32.00) effective April 1, 2017) per hour rate of pay in one-tenth (1/10) hour segments.”

July 21, 2015

COMPANY COUNTER PROPOSAL

SIDELETTER 32

DAILY HIRE EMPLOYEES

Amend the seventh paragraph of Paragraph 1 as follows:

“An individual who works as a daily hire under Stipulation 18 and/or Sideletter 32 for ~~one hundred and eighty (180)~~ one hundred and seventy (170) or more days in any calendar year, shall be entitled to the following from April 1st of the subsequent calendar year to the following March 31st when so employed as a daily hire. . . .”

* * *

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

July 21, 2015

3/19/15; 5/8/15

COMPANY COUNTER PROPOSAL

SIDELETTER 32

DAILY HIRE EMPLOYEES – CWA SRT CONTRIBUTION

Amend Paragraph 6 as follows:

“So long as no fewer than fifty (50) employees are eligible at all times, employees under this Sideletter 32 shall be eligible to participate in the CWA Savings and Retirement Trust (“CWA SRT”) in accordance with the terms and conditions in effect as of October 1, 1994. The Company shall make a matching contribution to the CWA SRT of fifty percent (50%) of a daily-hire employee’s contributions to the CWA SRT made under this Sideletter in a calendar year, up to a maximum of a Company contribution equal to one percent (1%) (increasing to two percent (2%) effective as of January 1, 2016) 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 on page ___)”

July 21, 2015

1/22/15; 3/26/15

COMPANY COUNTER PROPOSAL

SIDELETTER 32

PAID SICK LEAVE FOR DAILY HIRE EMPLOYEES

Add a seventh paragraph to Paragraph 2 as follows:

“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 2 above shall commence upon ratification of a successor agreement to the 2009-2015 NABET-CWA NBCU Master Agreement.

3. Daily hire employees may carry over a maximum of three (3) days of unused paid sick leave days (24 hours) 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

May 8, 2015

1/22/15; 3/26/15

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.”

May 8, 2015

COMPANY PROPOSAL

SIDELETTER 45

VENDOR SPORTS

Amend Paragraph 2 as follows:

“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 ~~four (4)~~ eight (8) 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 ~~four (4)~~ eight (8) 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 ~~eight (8)~~ sixteen (16) vendor employee-days. Such credit may be applied on future sports remotes, up to ~~two (2)~~ four (4) additional vendor employee-days per day on such future remote. Unused credits shall expire one (1) year following the event in which they were earned. The Company shall provide, on no less than a monthly basis, a report showing credits earned and utilized on each specific remote pursuant to this paragraph, and the date and event on which such credits were earned or used. Moreover, the number of such persons employed by a vendor(s) on remote assignments under this paragraph shall reduce the Company’s entitlement to utilize non-unit personnel pursuant to Sections 7.1(e) and (f) or A2.3(b)(1) and (2) by an equal number. The Company shall furnish

January 21, 2015

crew spreadsheets including the names of all vendor employees utilized in advance of any sports remote.”

COMPANY COUNTER PROPOSAL

SIDELETTER 80

DIGITAL JOURNALISTS

Amend Paragraph 9 as follows:

“On or after ~~March 31, 2015~~ March 31, 2018, and upon thirty days’ written notice, either party may cancel this Sideletter.”

July 21, 2015

COMPANY PROPOSAL

SIDELETTER 82

DAILY HIRE BENEFITS

Create a new Sideletter 82 as follows:

“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 1st to December 31st (“Eligibility Year”) provided he or she has worked as a daily hire employee under Sideletter 32 for one hundred and ninety-five (195) days or more during the one (1) year look-back period designated in the Medical Plan (currently October 15th of the year two (2) years prior to the Eligibility Year through October 14th of the year one (1) year prior to the Eligibility Year).

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.

July 21, 2015

3/19/15

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.”

July 21, 2015

3/6/15

COMPANY COUNTER PROPOSAL

Wage Scales

The following wage proposal shall apply to each contract and Sideletter 64:

Effective as of the beginning of the first full payroll period following **[Ratification Date]**, base wages shall be increased by 3.0%.

Effective as of the beginning of the first full payroll period following April 1, 2016, base wages shall be increased by 2.75%.

Effective as of the beginning of the first full payroll period following April 1, 2017, base wages shall be increased by 2.50%.

July 21, 2015

[DATE OF RATIFICATION]

Settlement Agreement Re: Digital Journalists

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

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

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

Now therefore the Union and the Company agree:

1. The Unit Clarification petition 2-UC-623, previously withdrawn by Local 11, shall remain currently before Region 2 of the NLRB, will be promptly withdrawn by Local 11 pursuant to the terms of this agreement. Such withdrawal shall be without prejudice should such a petition be refiled following the expiration of the successor agreement to the ~~2006–2009~~ 2009 - 2015 Master Agreement between the parties. The Union agrees not to refile a unit clarification petition prior to March 31, 2019.
2. It is further agreed between the parties that this Settlement Agreement neither expands nor contracts the jurisdiction of the Union under the terms of the Master Agreement.
3. It is further expressly agreed that nothing in this Settlement Agreement or the withdrawal of the Unit Clarification Petition shall constitute a waiver of the Union's claims in the Unit Clarification Petition regarding Digital Journalist assignments at the Network News Operations of the Company. The parties agree that this Settlement Agreement is entered without prejudice to the position of either the Company or the Union and that each party expressly reserves any and all arguments or defenses each may raise in the event of a refile of a unit clarification petition as contemplated by this Agreement. The lapsed time during which Sideletter 80 (Digital Journalist Assignments) of the Master Agreement is in effect shall neither support nor diminish any argument regarding the historical inclusion or exclusion of individuals performing Digital Journalist assignments. It is also agreed that nothing in Sideletter 80 shall prejudice either party's position as to whether the term “Digital Journalist” refers to an assignment or a position.
4. It is further agreed that in the event that Sideletter 80 is no longer in effect and the Union brings a Unit Clarification Petition regarding Digital Journalists, the Company will not object to the refile of such Petition based upon the withdrawal described in this Agreement.

Signed:

Louis Marinaro
President, NABET-CWA, Local 11

Steve Eisenhardt
SVP, NBCUniversal Media, LLC

Charles G. Braico
Sector President, NABET-CWA