



6TH FLOOR, 501 3RD STREET, N.W., WASHINGTON, DC 20001-2797 • 202/434-1254

FAX: 202/434-1426

April 6, 2009

Dear NBCU Member:

As you know by now, the 2006-2009 NABET-CWA/NBC Universal Master Agreement expired at midnight on March 31, without the parties reaching an agreement on a successor contract. Talks are now scheduled to resume later this month in New York City.

However, your bargaining committee wanted to take this opportunity to update you on the status of negotiations overall. While there are not a large number of company proposals on the table, some of them would have a significant impact on your prospects for future employment at NBCU, whether you are a staff employee or a daily-hire. Among these is a proposal that would allow management to protect up to 25% of the seniority list from layoff, thus increasing the possibility that a staff employee could be laid off without strict regard to seniority. Daily-hire employment would be impacted by a company proposal to expand its ability to have others (e.g. CNBC employees) perform work currently performed by NABET-CWA-represented employees. A summary of current NABET-CWA and NBCU proposals is attached.

While NBCU seeks to reduce the value and the security of your employment, by contrast, the Union's proposals are focused on improving your working conditions and laying the groundwork to obtain meaningful new work opportunities. However, the bargaining committee cannot accomplish a successful conclusion to these negotiations without assistance. That's why you have an important role to play in the bargaining process. You can't afford to stand on the sidelines and watch the negotiations play out as if you are disinterested observer. Your job and your family's future welfare may well be impacted by what occurs at the bargaining table.

Your Local Union will be asking you to show your tangible support for your bargaining committee by visibly associating yourself with your Union and its goals and participating, when asked to do so, in mobilization activities, and by attending membership meetings. During the negotiations, the company will be watching for signs of weakness and lack of interest among NABET-CWA members. What you do – or fail to do – will either help or undermine the efforts of your negotiating committee.

Our task when we resume talks will not be easy. But with your visible support and dedication during this hiatus and when negotiations resume, we can create our own best chance for successful negotiations and a long and prosperous future at NBCU for our membership.

In solidarity,

Ed McEwan
Local 11, New York City

Ray W. Taylor
Local 41, Chicago

Rich McDermott
Local 31, Washington, D.C.

Steve Ross
Local 53, Burbank

SUMMARY OF CURRENT PROPOSALS

This document is intended for informational purposes only. It attempts to summarize – in the simplest terms – all the bargaining proposals that are currently on the table as open proposals, as well as proposals for which a tentative agreement has been reached. The summary is intended to be a quick guide to the proposals from both sides, and is no substitute for reading the proposed language in its entirety. The date reference following the proposal heading represents that party’s most recent proposal on that topic.

OPEN ITEMS

Wages and Term of Agreement

NBCU Proposal (3/27/09)

The Company proposes annual wage increases of 1%, 1.5%, 1.5% and 1.5% over the term of a 4-year agreement.

NABET-CWA Proposal (3/23/09)

The Union proposes annual wage increases of 4% or a cost-of-living increase (based on the Consumer Price Index), whichever is higher, in each year of a 4-year agreement.

Article VII – Per Diem Allowances

NABET-CWA Proposal (10/21/08)

Section 7.7(a): The Union has proposed increasing the per diem expense allowance for travel away from the office overnight to \$62, effective April 1, 2009; \$64, effective April 1, 2010; \$66, effective April 1, 2011; and \$68, effective April 1, 2012. The Union proposes that the overseas per diem rate be pegged to the U.S. Department of State rate. Under the Union’s proposal, the laundry allowance would be increased to \$4.50 per day when receipts are not submitted, and \$10 per day when itemized receipts are submitted.

Section 7.7(b): The Union has proposed increasing the “in-town” payments for meals on assignments after 11 elapsed hours away from the home office to \$18, effective April 1, 2009; \$20, effective April 1, 2010; \$22, effective April 1, 2011; and \$24, effective April 1, 2012; and to \$23, effective April 1, 2009; \$25, effective April 1, 2010; \$27, effective April 1, 2011; and \$29, effective April 1, 2012, for meals on assignments after 15 elapsed hours away from the home office. For assignments away from the home office when the employee travels 50 or more miles (one way) from the home office and when sleeping accommodations are not furnished, the Union has proposed increasing the allowance to \$32, effective April 1, 2009; \$34, effective April 1, 2010; \$36, effective April 1, 2011; \$38, effective April 1, 2012.

Section 8.3 – Turnaround

NABET-CWA Proposal (9/25/08)

The Union proposes changing the method of payment for short turnaround so that employees would receive one-half of their hourly straight-time rate per hour for any portion of an assignment that encroaches on the 12-hour turnaround period.

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

NABET-CWA Proposal (10/21/08)

The Union has proposed increasing the penalty for receiving less than 72 hours' notice to work on a scheduled day off to from \$19 to \$21. The Union has also proposed increasing the penalty for the cancellation of work on a scheduled day off between 72 and 24 hours prior to the start of the tour from \$35 to \$38.

Section 8.6(c) – Daily Schedule Change

NABET-CWA Proposal (10/21/08)

The Union proposes increasing the penalty for late notification for schedule changes affecting starting time on field pickups from \$13 to \$15.

Section 8.8(a) – Telephone Call to Employee's Home

NABET-CWA Proposal (10/21/08)

The Union proposes increasing the payment for a phone call to an employee's home between midnight and 7 AM (or within 8 hours of the end of an employee's shift for employee's qualifying for night shift differential) from \$12 to \$15.

Section 11.6 – Layoffs

NBCU Proposal (3/27/09)

The Company proposes that, in the event of a layoff, it can protect up to 25% of the employees on the seniority list from layoff. The Company's decisions regarding protection from layoff would not be subject to arbitration. Any employee who is laid off out of seniority as a result of the Company's decision to protect a more junior employee would receive triple severance pay, provided he or she signs a general release, including a waiver of his or her rights to recall from the layoff. The Company's right to utilize this "Golden Boy" layoff procedure would not begin in any city covered by the Master Agreement until the Company has made at least one-half of the minimum number of offers for conversion to staff employment for daily-hire employees that it has committed to make pursuant to its Sideletter 65 (see below) proposal for that city.

NABET-CWA Proposal (3/20/09)

The Union proposes that the Company can utilize a “Golden Boy” layoff procedure only for employees hired after the ratification date of the new Agreement. In the Union’s version, the Company can protect up to 10% employees on the seniority list hired since the ratification date. If a layoff occurs, starting from the bottom of the seniority list and extending only to the most senior employee hired after the ratification date, the Company could protect up to 10% of such employees from layoff. However, before such a layoff could take place, the Company would have to notify the Union of the number of layoffs it intends to make utilizing the “Golden Boy” procedure. Then, the Company would be required to offer buyouts to employees on the full seniority list. The Company would determine which of the employees who apply for the buyout would receive it. If the number of applicant regular employees accepted by the Company for a buyout is equal to or greater than the number of employees the Company said it would layoff, no layoff would take place. If the number of buyout acceptances is insufficient to cover the number of specified layoffs, the Company could layoff only the difference of the total specified number of layoffs minus the number of buyout acceptances. The Company’s decisions regarding protection from layoff would not be subject to arbitration. Any employee who is laid off out of seniority as a result of the Company’s decision to protect a more junior employee would receive triple severance pay, provided he or she signs a general release, including a waiver of his or her rights to recall from the layoff.

The Union’s proposal to change Section 11.6(b) is made contingent on the Company’s acceptance of the Union’s proposal for a new Sideletter 101 (see below); the placement of future MSNBC technical employees in the bargaining units; and the exclusive assignment of CNBC field work to NABET-CWA-represented employees.

Article XIV – Discharges

NBCU Proposal (9/26/08)

Section 14.2(b): The Company’s proposal would cap the severance payment an employee discharged for “inability or unwillingness to satisfactorily perform” his or her assigned duties receives – currently 3 weeks per year for each year of service – at 52-weeks’ pay.

Article XVII – Use of Employee’s Car

NABET-CWA Proposal (9/22/08)

The Union has proposed to update the mileage rates to the current rates.

Article XX – Grievances and Arbitration

Section 20.6: The Union has proposed adding Martin Scheinman as a second Umpire for the New York office.

Article XXI – Safety

NABET-CWA Proposal (10/23/08)

Section 21.5(a): The Union has proposed adding a new Section 21.5(a) to the contract prohibiting the Company from utilizing the assignment of one-person operated uplink or live trucks, except in cases of an emergency. If an emergency occurs, the assignment of such one-person vehicles would be held to a minimum, with a second person being assigned to the vehicle as soon as practicable. Furthermore, the proposed language states that a one-person crew could not operate more than 25 feet from the vehicle and must remain within line-of-sight of the vehicle while operating.

Section 21.5(b): The Union has proposed adding a new Section 21.5(b) prohibiting the Company from requiring employees to edit in a sedan or other vehicle unless the vehicle has been modified so that the work can be performed in a “suitable ergonomically engineered environment.”

Section A3.1 – Classifications and Wage Scales

Wage Scales

NBCU Proposal (3/27/09)

The Company has proposed longer pay escalator scales for employees (including daily-hire employees who have not worked within the year prior to the ratification date) hired on or after the ratification date of the contract. The proposal affects Groups 1A, 2, 3, 5, 6 and 7. Except for Group 1A, which would have a top scale rate lower than the current top scale rate, the top scale rates would not be affected. However, Group 2 would have a 10-year escalator and Groups 3, 5 and 6 would have 8-year escalators. Group 7 would have a 6-year escalator under this proposal. (Groups 8 and 9 are unaffected by this proposal.) In addition, employees hired after ratification on these new pay scales, and who are on a step lower than top scale, would receive only their annual “anniversary” increases by moving to the next step on the escalator. The general annual wage increases (see “Wages and Term of Agreement” above) would only apply to the top step of these new wage scales. The Company has not agreed that Daily-Hire employees who accept employment pursuant to the proposed Sideletter 65 (see below) would receive no less than the base pay they were receiving as daily hires at the time they were converted to staff status.

NABET-CWA Proposal (3/30/09)

The Union would agree to the Company's concept of longer pay escalator scales for employees (including daily-hire employees who have not worked within the year prior to the ratification date) hired on or after the ratification date of the contract, and are in agreement on the new Group 1A and new 10-year Group 2 escalators. However, the Union proposes 7-year escalators for Groups 3, 5 and 6, and a 4-year escalator for Group 7. (Groups 8 and 9 are unaffected by this proposal.) As in the Company's proposal, employees hired after ratification on these new pay scales, and who are on a step lower than top scale, would receive only their annual "anniversary" increases by moving to the next step on the escalator. The general annual wage increases (see "Wages and Term of Agreement" above) would only apply to the top step of these new wage scales. The Union's proposal, however, specifies that Daily-Hire employees converted to regular full-time staff status, pursuant to Sideletter 65, shall receive no less than the base pay rate they were paid as Daily-Hire employees at the time they were converted.

Classifications

NABET-CWA Proposal (12/2/08)

The Union has proposed several modifications in the assignment of job titles to wage classifications. These include: the deletion of "Operations Specialist" from all wage groups except Group 7, making that scale the minimum rate for the job title; the creation of "Master Control Live Shot Operations Engineer" and "News Channel/Intake Engineer" titles in Group 7; and the addition of "Operations Specialist" to and the creation of an "EJ Truck Operator" title (for an assignment on which the operator performs at least three of the following functions: shooting, editing, transmission or live shot operation) in Group 8. In addition, the Union has proposed breaking the upgrade for employee assigned to work on a temporary structure of at least 25 feet in height into two parts. Under the Union's proposal, which would apply to any employee – not just a sports camera operator, employees assigned to work on a temporary structure of at least 25 feet but less than 65 feet in height would receive Group 5 pay, and employees assigned to such a structure of at least 65 feet in height would receive Group 7 pay.

Article A-VIII – Meal Periods

Section A8.1(a)

NABET-CWA Proposal (10/22/08)

The Union proposes increasing the payment for receiving a half-hour meal period from \$35 to \$40. In addition, the Union proposes that the payment for receiving an "opportunity to eat" (OTE) instead of an assigned meal period be increased from \$40 to \$50. Under this proposal, employees receiving an OTE would be eligible to receive a second or subsequent meal period, in accordance with Section A8.3, if they worked a tour in excess of 10 hours.

Section A8.2

NABET-CWA Proposal (10/22/08)

The Union proposes increasing the payment made in the event a meal period is not completed by the end of the sixth hour for employees assigned to perform “all job functions associated with production and post production and EJ editing” from \$20 to \$40. In addition, the Union proposes that the payment to employees who are assigned for the majority of their tour to perform any job functions associated with editing for receiving an “opportunity to eat” (OTE) instead of an assigned meal period be increased from \$40 to \$50. Under this proposal, employees receiving an OTE would be eligible to receive a second or subsequent meal period, in accordance with Section A8.3, if they worked a tour in excess of 10 hours.

Section A8.4

NABET-CWA Proposal (10/22/08)

The Union proposes increasing the penalty paid for missing a second or subsequent meal period to \$10, \$11 and \$12 for the first, second and third meal periods not received, with an increase of \$3 for each additional meal period not received on a tour.

Section A8.6(a)

NABET-CWA Proposal (10/22/08)

For employees assigned for the majority of their entire tour to EJ pickups in the field, the Union proposes that the payment for receiving an “opportunity to eat” (OTE) instead of an assigned meal period be increased from \$40 to \$50. Under this proposal, employees receiving an OTE would be eligible to receive a second or subsequent meal period, in accordance with Section A8.3, if they worked a tour in excess of 10 hours.

Section A8.6(b)

NABET-CWA Proposal (10/22/08)

The Union has proposed increasing the payment that employees assigned for the majority of their entire tour to an EJ assignment that requires that requires travel and/or work away from the home office overnight receive from \$40 to \$50. In addition, under the proposal, the language would be modified so that the employees would be eligible to receive a second or subsequent meal period, in accordance with Section A8.3, if they worked a tour in excess of 10 hours.

Stipulation 20 – OTE Guidelines

NABET-CWA Proposal (10/22/08)

The Union proposes modifying paragraph 3 of the current provision to provide that an “opportunity to eat” must be scheduled no earlier than the start of an employee’s third hour of work and must be completed by the end of the sixth hour. If an OTE is not scheduled as described in the preceding sentence, the late first meal penalties in Section A8.2 would apply.

In addition, the proposal would modify paragraph 5 to conform with the Union’s proposals to increase the OTE payment to \$50.

C. Staging Services Agreement – Washington, D.C.

NABET-CWA Proposal (9/22/08)

The Union has proposed merging the employees covered by the “C” Contract into the “A” Contract with their full Unit Seniority.

D. New Business Agreement

NABET-CWA Proposal (9/22/08)

The Union has proposed to make the provisions of Article A-VIII applicable to the “D” Contract.

P. New York Air Conditioning Agreement

NABET-CWA Proposal (9/22/08)

The Union has proposed to continue the no-involuntary-layoff language in Section P5.2 of contract for the term of the new Agreement.

Video Tape Agreement and Sideletter 70

NABET-CWA Proposal (9/22/08)

The Union has proposed changing the title of the Video Tape Agreement to the “Video Media Agreement,” and changing all references to “video tape” in the contract (including those in Article A-III) to “Video Media.”

The Union has proposed amending Sideletter 70 to reference the upgrades in the “Video Media Agreement.”

Sideletter 1 – Special Severance Sideletter

NABET-CWA Proposal (10/21/08)

The Union has proposed increasing the special payment for a layoff due to technological changes to the levels in the current NABET-CWA/ABC Master Agreement. The proposed increased rates would be:

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

Sideletter 2

NBCU Proposal (3/27/09)

The Company has proposed adding three new paragraphs to this self-serving Sideletter, which disposes of issues in a manner favorable to the Company.

The first would change the meaning of Article VI (“Transfer of Work”) and nullify prior grievance settlements and arbitration awards. The Union has requested a list of all such grievance settlements and arbitration awards, and has yet to receive a response.

The second addition would force Local 11 to withdraw a grievance it filed in 2007 regarding the assignment of an MSNBC editor to perform editing work for an NBC News program.

The third addition would force Local 11 to withdraw a grievance it filed earlier this year in protest of the assignment of MSNBC employees to create graphics for “The Today Show.”

Sideletter 11 – Consumer/Prosumer Digital Cameras

NABET-CWA Proposal (3/23/09)

The Union proposed to modify paragraph 5 of the provision to bolster language that allows the Company to assign NABET-CWA-represented engineers to perform news production duties in accordance with Sideletter 54 by requiring the Company to provide training to EJ engineers to perform such functions, including training in “writing, editing, producing, and other skills associated with news production.”

In addition, the Union proposed extending layoff protection date in the Sideletter through March 31, 2014.

Sideletter 32 – Daily-Hire Employees

NABET-CWA Proposal (3/31/09)

The Union has proposed a wide range of improvements throughout the Sideletter. Among these:

The Union seeks to give Daily Hires pay seniority for prior work experience in the industry, pursuant to Section 11.5 of the Master Agreement.

The Union is currently proposing to increase the “payment in lieu of benefits” to \$65, effective April 1, 2010 with the contribution to the Entertainment Industry Flex Plan increasing to \$20 on the same date. There have been counterproposals from both sides on this issue.

NBCU Proposal (3/30/09) – Payment in Lieu of Benefits

The Company is currently proposing to increase the “payment in lieu of benefits” to \$65, effective April 1, 2011 with the contribution to the Entertainment Industry Flex Plan increasing to \$20 upon ratification.

NABET-CWA Proposal (3/31/09) (cont’d)

The Union is proposing to modify the cancellation language so that, if the engagement is cancelled less than 48 hours before the scheduled in-time for the assignment, the affected employee would receive 4 hours’ pay for a call 8 hours or longer or 2 hours’ pay if the assignment was for a 4, 5 or 6-hour call. If the engagement is cancelled less than 24 hours before the scheduled in-time, the employee would receive 4, 5, 6 or 8 hours’ pay, whichever is applicable. There have been counterproposals from both parties on this issue.

NBCU Proposal (3/30/09) – Tour Cancellation

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

NABET-CWA Proposal (3/31/09) (cont’d)

The Union proposes to change Sideletter 32 so that Section 3.4 (notification to the Union of hiring), the first two sentences of Section 8.8(a) (responsibility for the Company to notify employees of schedule changes once they have left work), and Section 11.5 (experience credit for pay seniority) apply to daily-hire employment.

The Union proposes to change the hourly rate paid on a travel-only day from the current flat rate of \$25 an hour to a rate equal to one-eighth of the daily top-of-Group 2 rate.

The Union has proposed the following for the benefits triggered by a daily-hire employee working at least 180 days in a year:

An increase from 5% to 7% for the Annual Personal Leave payment.

Participation in the GE Pension Plan on the same basis that the Plan is provided to regular employees.

Leave of absence for jury duty, pursuant to Section 13.7 of the Master Agreement.

Company-provided life insurance in the amount of \$50,000, with eligibility beginning in the year after the employee has worked at least 180 days.

Holidays, including paid payback days, in accordance with Article XVIII of the Master Agreement.

The Union has proposed that Daily-Hire employees receive severance pay and the Company has made a counterproposal on this benefit.

NBCU Proposal (3/30/09) – Daily-Hire Severance Pay

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

NABET-CWA Proposal (3/31/09) – Daily-Hire Severance Pay

The Union's current severance proposal tracks NBCU's except that it does not require the signing of a release to receive the payment, and it pro-rates all the time periods, in accordance with Sideletter 57, for Daily-Hire employees who work a fortnight schedule or a 4, 10-hour day workweek.

NABET-CWA Proposal (3/31/09) (cont'd)

The Union's proposal would change paragraph 2 of the current language so that Company's annual daily-hire allotment would be based on multiplying by 50% the number of regular staff employees in the bargaining unit as of December 31 of each year by 365. Currently, this formula is based on the number of staff employees that were on the payroll as of December 31, 1996. The proposal would also modify the current language so that daily hires assigned to work on "new NBCU-produced programs," and daily hires who receive benefits as a result of working 180 or more days in the previous year would count against the Company's annual daily-hire allotment.

The Union's proposal would increase the Company's matching contribution to the CWA Savings and Retirement Trust to 3.5% of the employee's gross earnings.

Finally, the Union continues to seek making Daily-Hire employees eligible for "TransitChek and "WageWorks"-type programs.

Sideletter 54 – Hyphenate Sideletter

NABET-CWA Proposal (3/25/09)

The Union has proposed that the Company's usage of members of other unions as "reverse hyphenates" be restricted to the position of Light Direction Engineer in News Nook-type operations, usually staffed by one person, provided NABET-CWA-represented employees receive an equitable share of such hyphenate work.

Sideletter 65 (NEW) (NABET-CWA Numbering) – IT/Maintenance Mentoring Agreement

NABET-CWA Proposal (9/25/09)

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

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

Each IT/Maintenance Apprentice would be assigned to a NABET-CWA-represented Mentor, who would be paid at no less than the Group 7 rate. Each apprentice would receive regular written performance and progress evaluations, prepared with input from

both the Mentor and the manager of the Apprentice's operating area, on no less than a quarterly basis.

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

Sideletter 65 (NEW) (NBCU Numbering – Special Staff Employment Sideletter

NBCU Proposal (10/24/08)

Under the first paragraph of this proposal, the Company would make "good faith" offers of staff employment to no fewer than 100 individuals, nationwide, who were employed on a regular basis prior to ratification as daily-hire employees. The offers would be at no less the "appropriate classification and wage scale" based on the job the employee would perform as a staff employee. No fewer than 20 of the offers would be made at the New York office, no fewer than 15 would be made at the Burbank office, and no fewer than 10 offers would be made in each of the Washington and Chicago offices. No fewer than 34 of such offers or the remainder of the 100 offers, whichever is less, will be made in each contract year. A department making an offer of staff employment will give first consideration, but not preference, to any daily-hire employee who has worked in that department performing the function for which such offer is to be made for at least 180 days during the prior year. However, the Company shall determine to whom the offers will be made and its decision is not subject to the grievance and arbitration procedures in Article XX, except that claims that those receiving the offers were not employed "on a regular basis" shall be subject to Article XX, provided the Union alleged that the Company's "regular-basis" determination was made in bad faith.

Under the second paragraph of the proposal, the Company would offer voluntary Special Replacement Separation Incentives ("SRSI") to no fewer than 100 NABET-CWA-represented staff employees nationwide. Employees accepting an SRSI would have to sign a release prepared by the Company. The Company would agree to hire a NABET-CWA-represented staff employee for each employee who accepts an SRSI. The hiring would have to take place within 6 months of the effective date of the staff employee's SRSI package. The Company would determine which employees receive SRSI offers and the individuals to whom it will offer staff employment, and its decisions would not be subject to Article XX.

NABET-CWA Proposal (10/23/08)

The Union's current proposal differs from the Company's only in respect to the first paragraph, in which offers of staff employment to regular daily hires must be made at no less than the individual's most recent base pay rate as a daily-hire employee or the

appropriate classification and wage scale based on the job function he or she would perform as a staff employee, whichever is higher.

Sideletter 69 (NEW) – CNBC Crew Sideletter

NBCU Proposal (9/26/08)

The Company proposes that CNBC crews assigned to a location to gather business news material to appear on CNBC may also be assigned to originate material from that location for entities or operations covered by the Master Agreement without being covered by the Master Agreement. The Union submitted an information request on this proposal and has yet to receive an answer.

NABET-CWA Proposal (3/20/09)

As part of its counterproposal on Section 11.6(a) (see above), the Union proposed that CNBC field work be exclusively assigned to NABET-CWA-represented employees.

Sideletter 73 – Air Travel

NABET-CWA Proposal (3/27/09)

The Union proposes modifying the current Sideletter to provide for 2 hours of paid “check-in” time for domestic flight and 3 hours of paid “check-in” time for an international flight for all employees assigned to travel by air.

Sideletter 75 (NEW) – Content Producers/Digital Journalists

NBCU Proposal (3/31/09)

The Company presented this proposal for the first time on March 31, 2009. It would allow the Company to assign a NABET-CWA-represented employee on a non-exclusive basis as a Content Producer at an owned television station or as a Digital Journalist within NBC News. Content Producer/Digital Journalist assignments could be made on a daily or weekly basis to staff or daily-hire employees. A staff engineering or newswriter employee so assigned would remain under the A, H, M or N Agreement, but certain terms of employment would be modified by the Sideletter. The minimum weekly salary for a Content Producer would be no less than “an appropriate step on the Group 5 scale” and the minimum weekly salary for a Digital Journalist would be no less than “an appropriate step on the Group 6 scale,” both payable on a daily basis for daily-hire employees. Such daily or weekly salary would be inclusive of “any and all” payments for overtime, night shift differential or other premiums or penalties and of any mandatory meal breaks or meal payments or penalties. In other words, the daily or weekly salary would be all the employee is paid, regardless of how many hours he or she works. Holidays and pay for work on holidays would be in accordance with Company policy for non-represented exempt employees. Staff employees assigned to these positions “on a

regular basis” – a term not defined in the proposal – would receive vacation in accordance with Company policy, based on Total Company Seniority.

Daily-hire employees assigned to these positions would continue to receive their payment in lieu of benefits and would receive the benefits triggered by working 180 days a year, except for short turnaround, continuous tour, credit on the Group 2 escalator, call-back, notice of daily schedule change, or the posting of a daily or weekly schedule.

An individual assigned as a Content Producer or a Digital Journalist would be provided with whatever training the Company determines to be necessary and appropriate.

Under the Company’s proposal, the Union would agree that it would make no claims to represent any non-NABET-CWA-represented Content Producers or Digital Journalists employed by the Company, unless such employees elect NABET-CWA as their bargaining agent in an election supervised by the NLRB.

The Union is discussing this proposal without prejudice to its position that it is a permissive, non-mandatory subject of bargaining. The issue of Content Producer is the subject of unit clarification petitions and unfair labor practice charges filed by Locals 11, 31, 41, 53 and the NABET-CWA Sector.

Sideletter 101 (NEW) – Future Work Opportunities and Job Preservation

NABET-CWA Proposal (10/24/08)

The Union has characterized this as an extremely important proposal. It would form the basis for the future relationship between the parties, and provide a firm foundation for the future employment of NABET-CWA-represented employees. It would designate NABET-CWA-represented engineers as the Company’s primary workforce to operate, maintain and repair the equipment the Company utilizes to transmit, convert and/or conduct audio, video, and/or radio frequencies for use in broadcast, closed-circuit broadcast, rebroadcast, audition, rehearsals, recording, and/or “on-the-air” playback, regardless of the technology utilized. Under the proposal, persons other than NABET-CWA-represented employees may perform any function listed in the preceding sentence, provided the function is performed on equipment covered by Sideletter 14. However, any employee whose overall primary job function is to perform any functions set forth above would be employed under the terms of the “A” Engineering Agreement.

Sideletter 102 (NEW) – Website Assignments

NABET-CWA Proposal (10/24/08)

This Union proposal would allow the Company to assign NABET-CWA-represented employees to perform work on NBCU’s websites. The work would be assigned on a non-jurisdictional basis, and any employees assigned could be assigned under either the “A” or “D” Agreements. Employees assigned to such work would receive appropriate

training to perform website-related duties. The proposal clarifies that, except as permitted by other provisions of the Master Agreement, the Company would not assign persons other than NABET-CWA-represented employees to any website work performed in studios and/or on equipment normally under the jurisdiction of the Union. The assignment of NABET-CWA-represented employees to perform work on Company websites would not create a precedent or practice.

ITEMS WITH TENTATIVE AGREEMENTS

Article XXII – Benefits

Section 22.17

The parties agreed to delete this provision, based on the fact that the GE Security Life Insurance Plan has been incorporated into the GE A Plus Life Insurance Plan.

Section 22.27

The parties agreed to the conforming change of deleting “22.17” from the listed benefits in the first paragraph of this provision.

Stipulation 22

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

Sideletter 23

The parties have agreed to extend this Sideletter, which recognizes NBCU’s NABET-CWA-represented employees as its primary workforce for certain types of production, whether or not the productions utilize digital cameras, through the expiration date of the new Agreement.

Sideletter 45 – Vendor Sideletter

The parties have agreed to modify paragraph 2 of the Sideletter to allow the Company to accrue credits from sports remotes on which it did not utilize its full quota of employees of vendors providing specialized equipment. Under the new language, when the Company uses fewer than 4 vendor employees on a sports remote under paragraph 2, it may take as a credit the difference between the number of vendor employee-days

available to it on a specific remote and the total number of vendor employee-days actually used on such remote. The credits may be applied to future sports remotes, up to 2 additional vendor employee-days per day on such future remote. Unused credits expire one year following the event on which they were earned. The Company must supply, on no less than a monthly basis, a report showing credits earned and utilized on each specific remote, and the date and event on which such credits were earned or used. As before, the number of vendor employees utilized under paragraph 2 of the Sideletter reduces the Company's entitlement to use non-unit personnel by an equal number. In addition, the Company has agreed to provide crew spreadsheets including the names of all vendor employees utilized in advance of any sports remote.

Union Representatives Savings and Security Program Agreement

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