



SUMMARY OF NABET-CWA/NBCU TENTATIVE MASTER AGREEMENT

Dated: February 14, 2019

This document is a non-technical summary of proposed changes to the NABET-CWA/NBCU Universal Master Agreement as expressed in the February 14, 2019, tentative agreement between the Union and the Company. It is prepared for informational purposes and for reference use only by members of NABET-CWA.

This summary is not intended to be an all-inclusive description of the effects of the proposals discussed herein. **The interpretation and effect of any proposal discussed herein is controlled by the actual proposal language and the bargaining history.**

Copies of the Tentative Agreement with actual contract language and changes to the contractual provisions are available on union websites, or by request from your Local union office.

Wages and Term of Agreement

- 3.0% wage increase effective the first full payroll period following April 1, 2019
- 2.5% wage increase effective the first full payroll period following April 1, 2020
- 2.5% wage increase effective the first full payroll period following April 1, 2021

{Important Note: NBC management has stated that employees who are covered by overscale arrangements or personal services agreements are not necessarily, or automatically, eligible for the annual wage increases listed above. If you have negotiated an overscale arrangement or a personal services agreement, be aware of this company philosophy and speak to your manager about receiving an annual wage increase.}

- Ratification Bonus for **all** Staff and Daily Hire employees:
 - One Thousand Dollars (\$1000.00) to Staff and Daily Hire employees who worked 170 days or more in calendar year 2018.
 - Seven Hundred Fifty (\$750) to Daily Hire employees who worked 100-169 days in calendar year 2018.
 - Five Hundred (\$500.00) to Daily Hire employees who worked 75-99 days in calendar year 2018.
- Master Agreement expiration: March 31, 2022

GENERAL ARTICLES

Article VII – PROGRAM ORIGINATION

Section 7.1(e) NON-UNIT (FREELANCE) PERCENTAGE

Decreases the amount of non-unit crew members on sports and entertainment event pickups between 35 miles and 500 miles of an owned station from 20% of the crew to 10% of the crew.

Section 7.1(f) NON-UNIT (FREELANCE) PERCENTAGE

Decreases the amount of non-unit crew members on sports and entertainment event pickups outside of 500 miles of an owned station from 35% of the crew to 25% of the crew.

Section 7.7(a) PER DIEM

Increases this premium by \$1 – from the current \$58/day to \$59/day – effective as of the first full payroll period following April 1, 2019.

Article VIII – Work Schedule, Overtime and Penalties

Section 8.3 – Short Turnaround

Changes the expiration date which “New Entertainment Productions” can use the 9-hour turnaround window to March 31, 2023.

Section 8.6 (c) – Changes in Work Schedule

Notice of daily schedule changes affecting starting time shall be given twelve (12) hours in advance of the changed starting time, but not later than 6:00 PM of the work day prior to the day to the day in question. The Company may give notice of change by sending a text message. Confirmation that the change was received by the employee must be made within ten (10) hours after notice is given, but no later than 9:00 PM of the work day prior to the day in question.

Article X – Night Shift Differential

Section 10.1

Effective April 1, 2019, the night shift differential payment shall be decreased from fifteen percent (15%) to thirteen percent (13%) of the straight-time rate of pay for each straight-time hour worked -- and reduced from twenty-two and one-half (22.5%) percent to nineteen and one-half percent (19.5%) of the straight-time rate of pay for each such overtime hour worked.

Effective April 1, 2020, night shift differential will be further reduced to ten percent (10%) of the straight-time rate of pay for each straight-time hour worked -- and fifteen percent (15%) of the straight-time rate of pay for each such overtime hour worked.

Article XVIII – Holidays

Section 18.6

The time period the Company has to wait in order to pay an employee for his pay-back day in lieu of giving him or her a day off is reduced from nine (9) months to six (6) months.

Article XIX – Vacations

Section 19.1

- (a) An employee who is hired before March 20th, 2019 and is on the payroll on the last Friday of December of any year shall be entitled to vacation with pay in succeeding years as follows:

<u>Total Company Seniority as of the last Friday in December</u>	<u>Weeks of Vacation with Pay</u>
Less than 5	3 weeks
5 years but less than 15 years	4 weeks
15 years but less than 25 years	5 weeks
25 years or more	6 weeks

- (b) An employee who is hired on or subsequent to March 20, 2019 and is on the payroll on the last Friday of December of any year shall be entitled to vacation with pay in the succeeding years as follows:

Less than 1 year	1 week
1 year but less than 4 years	2 weeks
4 years but less than 10 years	3 weeks
10 years but less than 20 years	4 weeks
20 years or more	5 weeks

- (c) Notwithstanding the above, if an individual who has worked as a daily hire under Stipulation 18 and/or Sideletter 32 for one hundred and seventy (170) or more days during calendar year 2017 is converted to a staff employee during the term of the 2018-2022 NABET-CWA/NBCU Master Agreement, such individual shall be eligible for vacation in accordance with Section 19.1 (a)

Article XX – Grievances and Arbitration

Section 20.6

Mei L. Bickner shall be removed from the panel of arbitrators in Los Angeles starting with the term of this Agreement.

Section 20.10

The word ‘International’ shall be replaced by Sector Office of the Union.

Article XXII – Benefits

Section 22.13 - Travel Accident Plan

The NBCUniversal Business Travel Accident Plan shall be applicable to **all eligible** employees (including daily hire employees) covered by the Agreement in accordance with the terms of that Plan.

Article XXVI – Term of Agreement

Section 26.1

Basic minimum wage scales specified in all agreements herein and overtime rates based thereon, shall be effective the first full payroll period following April 1, 2019 except as otherwise provided. All other money items, penalties (including meal penalties), overtime provisions,

allowances, upgrades and changes in classifications and other provisions in all agreements shall be effective the first full payroll period following April 1, 2019 or such later date as otherwise herein provided.

Section 26.3

This Master Agreement shall remain in effect until Midnight (New York Time), March 31, 2022. Upon written notice by either party served at least sixty (60) days prior to April 1, 2022, both parties agree to commence negotiations on or before March 18, 2022, for extension or modification of this Agreement for a period to commence April 1, 2022.

STIPULATIONS AND SIDELETTERS

Stipulation 18

Modify the 180-day qualifying threshold to 170-days (effective upon ratification).

Sideletter 4 – Contract Interpretations

It is agreed that all written stipulations, Sideletters and other written agreements entered into between NBC or NBCUniversal and National Association of Broadcast Employees and Technicians, AFL-CIO, during the period from April 1, 1987 to **March 31, 2022** will be deemed to be in effect for the period of the current contract and shall remain in effect until and unless modified by agreement of the parties or they expire or are terminated in accordance with their specific terms.

Sideletter 10 – Overseas Assignments

2. For each day a covered employee is employed overseas in a week split between domestic and overseas assignments (split week), the Company will compensate him or her on the same basis as if he or she were on domestic assignment for the work performed during that workweek.

For the purposes of this Agreement, “split week” shall be defined as a work week wherein the covered employee performs work on both domestic and overseas assignments.

Scheduling of any type of domestic day(s) off with or without pay (e.g., day off, credit day, holiday, vacation, leave of absence, etc.) during a workweek including an overseas assignment does not constitute a domestic assignment and will not result in a split week for purposes of this Sideletter 10.

Sideletter 11 – Digital Cameras

Correct a typographical error in the Preamble by adding the phrase ‘hand-held’.

7. No NABET-CWA-represented engineer on regular staff as of March 19, 2019 shall be laid off during the period of March 20, 2019 through March 31, 2022 as a direct result of the use of such camera by non-unit persons in accordance with the terms of this Sideletter.

Sideletter 23 – Primary Workforce Sideletter

The expiration of this Sideletter would now be extended to March 31, 2023 -- one year after the expiration of the Master Agreement.

Sideletter 32 – Daily-Hire Employees

Daily Benefit Payment

The parties have agreed to increase the “Daily Benefit Payment” (previously known as PILOB) from the current Sixty-Seven Dollars (\$67.00) per day to Sixty-Nine Dollars (\$69.00) per day, effective as of the first full payroll period following April 1, 2019, then increasing to Seventy Dollars (\$70.00) per day effective the first full payroll period following April 1, 2020, then increasing to Seventy-One Dollars (\$71.00) per day effective the first full payroll period following April 1, 2021 -- with all additional monies contributed directly to the Entertainment Industry Flex Plan at Twenty-Two Dollars (\$22.00), Twenty-Three Dollars (\$23.00) and Twenty-Four Dollars (\$24.00) per day respectively.

Travel-only Pay

For ‘travel-only’ days, the hourly pay will increase from the current \$32/hour to \$34/hour effective upon the first full payroll period following April 1, 2019, then increasing to \$35/hour effective the first full payroll period following April 1, 2020, then increasing to \$36/hour effective the first full payroll period following April 1, 2021. Overtime rates will be adjusted in accordance with these increases.

Annual Personal Leave Payment

Any employee who works as a Daily Hire under Stipulation 18 and/or Sideletter 32, and who qualifies for the Annual Personal Leave Payment, and accepts a full-time staff position prior to the second Friday in March the following calendar year, will still be entitled to receive the Annual Personal Leave Payment of five percent (5%).

Commuter Tax Benefit Program

Effective April 1, 2020, the Company will permit 170 day Daily Hires to participate in its commuter tax benefit program.

Retirement Plan (401k Plan)

Effective January 1, 2019, the Company's matching contribution shall increase from two percent (2%) to two and one-half Percent (2.5%). The matching contribution shall be paid in March 2020, and each March thereafter to the CWA SRT (401k Plan).

Daily Hire Sick Leave

Daily Hire employees who have worked a minimum of eighty (80) hours shall accrue a maximum of three (3) paid sick leave days in each calendar year as follows:

- 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

In addition, beginning January 1, 2020, Daily Hire Employees may accrue an additional sick day for carry-over purposes after 960 hours of work in a calendar year. Daily Hire employees may carry over a maximum of four (4) sick days, but are not permitted to use more than three (3) paid sick leave days in any calendar year.

Effective April 1, 2019, Daily Hire employees will be entitled to the Daily Benefit Payment on each paid sick day used.

Sideletter 45 – Vendor Sideletter

Increase from four (4) to five (5) the number of mobile unit maintenance engineers for each remote.

Increase the number of vendors from eight (8) to ten (10) for specialized equipment technology on any remote or non-remote assignment.

Increase the number of vendor credits from four (4) to six (6) for sports remotes when the full allotment of vendors is not used. These "banked" vendor credits would still expire after one (1) year.

On up to three (3) events per year, the company may use up to twenty (20) vendors on select events, provided the Union is notified of such usage at least three (3) months in advance..

The Union has the right to inspect vendor contracts, rental or lease agreements in order to enforce this provision of the Master Agreement.

Sideletter 70 – OTE

A conforming change to reflect that the Opportunity to Eat (OTE) payment will match all other OTE payments in the contract (\$42.00 per day).

Sideletter 80 - Digital Journalists

This Sideletter is extended through March 31, 2022.

Sideletter 82 – Daily Hire Benefits

Commencing January 1, 2020, the eligibility period for Daily Hires to elect coverage under the NBCUniversal Medical and Prescription Drug Plan, the NBCUniversal Dental Coverage Plan and the NBCUniversal Vision Care Plan shall be one hundred seventy (170) days.

This change is an improvement over the current eligibility threshold, which is one hundred ninety five (195) days.

Complete copies of the package are available on the Local Unions websites or by request from the Local Union office:

Local 11 (New York) – www.nabetlocal11.org – 212-757-3065

Local 31 (Washington DC) – www.nabet31.org – 301-459-4999

Local 41 (Chicago) – www.nabet41.org – 312-372-4111

Local 53 (Los Angeles) – www.nabet53.org – 818-846-0490

This document is intended to be a summary of the overall tentative agreement dated February 14, 2019. It is intended to be a quick guide to the package and is for informational purposes only. It is not intended to be a substitute for reading the proposed language in its entirety. In all cases, the actual language of the Master Agreement will serve as the controlling language for contract administration purposes.