

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 09-04 Production Assistants Shooting Material for Air	The Union grieves the Company's violation of Article A-II, Section 2.2, Sideletter 11, and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement, and past practice, when it assigned non-NABET represented production/desk assistants to shoot material for air. The Union demands that the Company cease and desist this violation and that all employees affected be made whole.	Filed 4-20-09
NW 09-03 Change in Operation - Switcher	The Union grieves the Company's violation of Article VIII, Section (8.9), and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement, and past practice, when it made significant changes in the established method of operation without notifying the Union two weeks in advance of the change. The Company has removed control of the routing switchers from the NABET-represented employees in the Transmission area to the non-represented employees at the Network News Desk. The Union demands that the Company cease and desist this violation and that all employees affected be made whole.	Filed 4-20-09
NW 09-02 Use of C-Span for Pool Coverage for NBC News on Capitol Hill	The Company has violated Article VII Section 7.1(j), Article VIII, Section 8.9(c), Article A-II (d) 4(i), Section A2.3 (b) (8), and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement, past practice and prior grievance settlements, when from March 1, 2009, and continuing, it has been using C-Span to provide pooled coverage for NBC NEWS on Capitol Hill while not allowing Engineering employees of the Company to handle a reasonable proportion of the pool programs. The Union demands that the Company cease and desist such violations and that all employees be made whole for all loss of income, benefits, etc	Filed 3-24-09
NW 09-01 Suspension of Employee	The Company has violated Stipulation 12 (3) and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement, past practice when it notified Luis Urbina that he was being suspended for two weeks beginning March 16, 2009. This discipline is without just cause and excessive for the alleged infraction. The Company also failed to honor the employee's request for union representation. This is an unfair labor practice under the Weingarten Rights of the National Labor Relations Act. The Union demands that the Company rescind the disciplinary letter and make Mr. Urbina whole.	Filed 3-20-09
NW 08-05 Producer/ Correspondent Feeding Video Tape for Broadcast	The Company has violated Article II, Sections A2.1, A2.2, A2.3, Video Tape Agreement and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement, past practice and prior grievance settlements, when it allowed NBC Producer/Correspondent Mike Viqueira to feed back video tapes for broadcast on NBC and MSNBC using NBC video tape equipment from the US Capitol. The Union demands that the Company cease and desist such violations and that all employees be made whole for all loss of income, benefits, etc	Filed 12-9-08

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NW 08-04 Producer/ Correspondent Feeding Video Tape for Broadcast	The Company has violated Article II, Sections A2.1, A2.2, A2.3, Video Tape Agreement and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement, past practice and prior grievance settlements, when it allowed NBC Producer/Correspondent Mike Viqueira to feed back video tapes for broadcast on NBC and MSNBC using NBC video tape equipment from the US Capitol. The Union demands that the Company cease and desist such violations and that all employees be made whole for all loss of income, benefits, etc.	Filed 10-20-08
NW 08-03 - Non-NABET Shooting Video	The Company has violated Article A-II, Sections A2.1, A2.2, A2.3 and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement, past practice and prior grievance settlements, when it allowed a non-represented staff employee to videotape events for broadcast. The employee cited is an assignment desk employee, Charles Bragallia. The Union demands that the Company cease and desist such violations and that all employees be made whole for all loss of income, benefits, etc.	July 11, 2008; Disc 9-23-08- Joint hold
NW 08-02 - Failure to Pay Group 8	The Union grieves the failure of the Company to pay the Group 8 wage rate to an employee for work assigned to him by the News Desk and which he performed as a video journalist on several occasions from May 26 through 30, 2008 and continuing as a violation of Article A-III, Section A3.1 and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement. The Union demands that the Company cease and desist this violation and that the employee immediately be made whole for all loss of wages and benefits.	Filed 7-8-08; Disc 9-23-08- Joint hold; Ref to arbit 10-30-08
NW 08-01 Non-NABET-Represented Employee Operating Technical Equipment	The Company violated Article A-II and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when a non-NABET-represented employee was observed operating Camera CCU/switcher/ joystick camera control, and camera remote control of camera pan/zoom/focus. Also, this non-NABET-represented employee operated other associated equipment (waveform/ vectorscope monitors). The cameras are located in the White House pressroom booth, the Senate booth and the Pentagon booth. No keyboard was involved. The control of the camera was via joystick and the operation of the camera selector control unit (switcher) and using the associated equipment. The Union demands that the Company cease and desist and that all employees affected by this violation be made whole.	Filed 1-3-08; Disc 9-23-08- Union hold
ALL GRIEVANCES FILED PRIOR TO 1/1/03 THAT ARE NOT SETTLED ARE DEEMED ABANDONED ON 1/1/08.		
NW 07-05 Non-NABET Employees Assigned to Operate Technical Equipment	The Company is in violation of Article A-II, Sections 2.1, 2.2 and 2.3(a) of the NABET-CWA/NBCU Master Agreement when it assigned non-NABET personnel to operate technical video tape equipment for use in recording video and audio. During the preceding weeks, NABET personnel have been assigned to train WRC non-NABET interns and employees in the use of tape transfer equipment. The Union demands that the Company cease and desist such violations of the Master Agreement and that all NABET employees be made whole for all loss of income as a result of said violations.	Filed 9-25-07 Time limit extended to 12- 15-07 for discussion

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NW 07-04 Non-NABET Making Dubs from File Tapes to Hard Drives/Tape	The Company is in violation of Article A-II, Sections 2.1 and 2.2 of the NABET-CWA/NBCU Master Agreement when it assigned non-NABET personnel to make copies of News file video/audio recordings using electronic video equipment in connection with electronic video recording. The Union demands that the Company cease and desist such violations of the Master Agreement and that all NABET employees be made whole for all loss of income as a result of said violations.	Filed 9-14-07 Time limit extended to 12-15-07 for discussion
NW 07-03 Non-NABET Operating Videotape Equipment in Net EJ for Air	The Company violated Sideletter 42 and any other pertinent provisions of the NABET-CWA Master Agreement, prior grievances, arbitrations and past practice when Manager Jon Sughroue operated videotape equipment in Network EJ while making video dubs for NBC News producer Rich Gardella. This material was to be edited for broadcast. The Union demands that the Company cease and desist such violations and that all employees be made whole.	Filed 8-17-07 8/20/07-w/d
NW 07-02 Non-NABET Personnel Operating Robotic Camera	The Company violated Article A-II, Sections 2.1, 2.2, and all other pertinent provisions of the NABET-CWA/NBCU Master Agreement, past practice, grievance settlements and arbitration awards when the Director of Technical Operations adjusted the robotic camera located in the White House from the Network News desk in the Nebraska Avenue bureau. The Union demands that the Company cease and desist such violations and that all NABET employees be made whole for all loss of earnings, benefits, etc.	Filed 7-16-07; 9/21/07 - no longer happening as per A.Harvey & J. Lee
NW 07-01 Non-NABET Operating Lighting Equipment	The Company violated Article A-II and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when a producer, at the direction of a correspondent, turned on and adjusted lighting at the Pentagon booth for a live newscast for NBC Nightly News. No NABET-CWA engineer was present. The Union demands that the Company cease and desist and that all employees affected by this violation be made whole.	Filed 3-8-07; Disc 6-26-07-Co hold
ALL GRIEVANCES FILED PRIOR TO 1/1/02 THAT ARE NOT SETTLED ARE DEEMED ABANDONED ON 1/1/07.		
NW 06-10 Subcontracting Audio/Mult Work to White House Military Personnel	After several meetings between the White House and the other networks, NBC has decided to stop assigning pool audio personnel to the White House. This work is being subcontracted to the White House Communications Agency, thereby eliminating seven work positions per week. The Union grieves this as a violation of Article VI, Section 6.1, Article VII, Section 7.1(j); Article A-II, Sections 2.1, 2.2, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, and past practice. The Union demands that the Company reinstate the position and that all employees affected by this action of the Company be made whole.	Filed 9-19-06; Disc 6-26-07-Co hold

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NW 06-09 Elimination of Sound Positions at White House-Workload/Stress	On or about August 4, 2006, NBC News decided to stop using sound persons at the White House for stand-ups, thereby eliminating two sound positions and placing unusual mental and physical stress on the camera person during live shots. The union grieves this action of the company as a violation of Article VIII, Section 8.9(c), past practice, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement. The union demands that the company reinstate the use of the two sound positions immediately and that all employees be made whole.	Filed 9-12-06; Disc 6-26-07 - Resolved
NW 06-08 Improper Rate of Pay - Overseas Rate	On Saturday July 22, 2006, a New York based camera person traveled from New York to Washington, DC. He overnighted in a Washington hotel. On Sunday, July 23, 2006, he traveled with Secretary of State Rice to the Middle East. This employee was paid at the overseas rate which is a violation of Side Letter 10 and any other pertinent provisions of the NABET-CWA/NBC Master Agreement. The Union demands that the employee be paid at the domestic rate for the entire tour.	Filed 8-21-06; disc 6/26/07-jt hold
NW 06-07 Failure to Pay Domestic Rate	On or about July 12, 2006, an Atlanta based ENG camera crew traveled to Washington, DC, over nighted in a hotel, and the next day flew overseas on a Presidential trip. The Company violated Sideletter 10 of the NABET-CWA/NBC Master Agreement when it paid the crew at the overseas rate instead of the domestic rate. The Union demands that the Company make the employees whole.	Filed 8-9-06; Disc 6-26-07-Jt Hld
NW 06-06 Rolling Tapes for Intake	On or about June 26, 2006, the Company violated Article A2.3, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement and past practice, when it assigned non-bargaining unit persons to roll records for intake. The Union demands that the Company cease and desist	Filed 8-9-06; Disc 6-26-07 - Jt hld
NW 06-05 Failure to Pay Continuous Tour - Overnight Stay in Baghdad	The Company violated Sideletter 10, Article VIII, consistent with past practice, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to properly pay employees for a continuous tour during which their overnight accommodations in Baghdad consisted of a shipping container with a cot. The Union demands that the company make whole the affected employees and cease and desist such violations.	Filed 6-13-06; Disc 6-26-07 - Jt Hld
NW 06-04 Failure to Assign Contract C Employee to Today Show Set	The Company violated Article C-II, Sections C 2.1, and C2.2, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by unilaterally choosing not to honor the provisions of this Article as it applies to the cuing, staging, props and set, when they removed a Contract C employee from the Today Show and provided no Contract C employee to perform the Contract C functions as defined in the Master Agreement. The Union demands that the Company cease and desist such violations, make the affected employee whole for any losses, and reinstate him as the Contract C employee for the Today Show.	Filed June 1, 2006; Disc 6-26-07-Un hld

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<p>NW 06-03 Continuing to Hire Employee on No Work List - Girard</p>	<p>The Company violated Article III, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, as well as the settlement agreement for grievance NW 04-01 when it continued to hire David Girard a total of 12 days in 2005 and on February 21, 2006, after being notified that he was not eligible to work under the agreement. The Union demands that the Company cease and desist hiring anyone on a “no work” list. Further, the Union demands that it be fully and wholly compensated for all wages, payment in lieu of benefits, initiation fees and dues resulting from these violations of the Agreement.</p>	<p>Filed April 20, 2006; Disc 6-26-07; Disc 6-26-07 - Resolved</p>
<p>NW 06-02 Domestic Rate in split week</p>	<p>The Company violated Sideletter 10 and all other pertinent provisions fo the NABET-CWA/NBC Master Agreement when it failed to pay two employees at the domestic rate for a split week on or about February 20-24, 2006. The employees, who were on an overseas assignment for the Company, returned to Andrews Air Force Base in Washington, DC, USA, and performed work at Andrews for NBC News, thereby creating domestic work during a split week which would result in domestic pay for the entire week. NBC paid these employees at the overseas rate for the entire week. The Union demands that these employees be made whole including, but not limited to, wages, penalties and pay raises for this work period.</p>	<p>Filed 3/24/06; Disc 6-26-07 - Jt hld</p>
<p>NW 06-01 Change in Operations/Excessive Assignments</p>	<p>The Union grieves the Company’s violation of Article VIII, Sections 8.9(b) and 8.9(c), and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, and past practice when it made significant changes in the established method of operation and the work assignment of an employee resulting in excessive workload. During the 4PM News show there are twelve different setups that take place in a 20 minute segment that the employee is responsible to light and run robotic cameras. The Union demands that the Company cease and desist this violation and that additional NABET-CWA personnel be assigned with this employee.</p>	<p>Filed 2/21/06; disc 6/26/07 Resolved</p>
<p align="center">ALL GRIEVANCES FILED PRIOR TO 1/1/01 THAT ARE NOT SETTLED ARE DEEMED ABANDONED ON 1/1/06.</p>		

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<p>N W 05-15 Non-NABET Performing NABET Jurisdictional Job Functions</p>	<p>By assigning an AFTRA employee, bargaining unit work including the dubbing, copying and cataloging of video tape in general, and by also reusing such video tape for "on-air" situations, the Company has violated: the Engineering Agreement, Article A-I, Section A1.1, Article A-II including Sections A2.1, A2.2 and A2.3, the Video Tape Agreement, Sideletter 42, and Article VII, Section 7.10 of the General Articles. This conduct also constitutes an improper transfer of work in violation of past practice and Article 6.1 of the General Articles. The continuing use of this employee to perform library work when the Company has failed to man the Local EJ Library in accordance with paragraph 6 (a) of the Video Tape Agreement also constitutes a violation of that Agreement as does the failure to man the library in accordance with paragraph 6(a) of the Video Tape Agreement. The Union demands that this employee be made whole under the proper NABET rates for her assignment to perform NABET work. The Union further requests that the Local 31 Sick Member's Fund be compensated in amounts equal to the lost work opportunities flowing from the assignment of this work to a non-bargaining unit person. The Union further requests that the EJ Library be manned in accordance with paragraph 6(a) of the Video Tape Agreement and that the Company cease and desist from further assignment of bargaining unit work in the Local EJ Library to non-bargaining unit personnel.</p>	<p>Filed 12-13-05 Corrected version adding Sideletter 42 filed 12/15/05; discussed 12/20/05 - Co denied 12/19/05 Parker ruled that NABET did not have exclusive jurisdiction in Local EJ Library (see NW 04-09);</p>
<p>NW 05-14 Improper Pay</p>	<p>The Company violated Sideletter 10, Article VIII and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to properly pay employees for a tour commencing on Monday, July 4, 2005, and continuing until 2:30 am on Saturday, July 10, 2005. Under Sideletter 10 the Company is required to discuss and agree upon the conditions of such assignment with the Union and to explain the conditions to the employee(s) prior to the assignment, which it failed to do. The Union demands a make whole remedy for the above mentioned employees and all applicable penalties and pay raises for the time worked.</p>	<p>Filed 9-9-05; discussed 9/19/05 - Company denied; Referred to Parker 9/20/05; resolved 10/4/05</p>
<p>NW 05-13 Exhaustive Hours/WorkLoad in the Field 9-2-05</p>	<p>The Union grieves the Company's violation of Article VIII, Section 8.9(b), Article XX, Section 20.2, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement. On September 2, 2005, and continuing, the Company has forced field crews to work up to 15 hours straight without a break or meal period. Although during several formal meetings the Union and Company had discussions on the issue of employees being forced to work long hours with exhaustive workloads without any relief or meal breaks causing mental and physical strain, the Company has failed to correct this situation and continues to schedule the field employees accordingly. The Union demands that the Company hire two full time employees to alleviate the continued strain on our members.</p>	<p>Filed 9/6/05; Disc 9/19/05-Union hold; discussed 10/6/05 union hold; Discussed 2/8/06-Union hold; Disc 3-15-06 - Union hold; Disc 6-26-07- Resolved</p>

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Griev No./Title	Synopsis	Status
NW 05-12 Exhaustive Hours/WorkLoad in the Field 8-30- 05	The Union grieves the Company's violation of Article VIII, Section 8.9(b), Article XX, Section 20.2, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement. On August 30, 2005, an employee was forced to work from 11:00 am until 7:30 pm without a break or opportunity to eat. During several formal meetings the Union and Company have had discussions on the issue of employees being forced to work long hours with exhaustive workloads without any relief or meal breaks causing mental and physical strain. The Company has failed to correct this situation and continues to schedule the field employees accordingly. The Union demands that the Company hire two full time employees to alleviate the continued strain on our members.	Filed 9/6/05; Disc 9/19/05-Union hold; discussed 10/6/05 union hold; Discussed 2/8/06-Union hold; Disc 3-15-06 - Union hold; Disc 6-26-07 - Resolved
NW 05-11 New RF Camera	The Union grieves the Company's violation of Article VIII, Section 8.9(c), Article XX, Section 20.2, past practice, past settlements, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when the Company issued a new "RF" Camera to an employee without informing or discussing with Union President the safety concerns this camera could pose. The Union demands that the Company cease and desist the use of such camera until the safety from RF exposure can be evaluated.	Filed 9-15-05; Not discussed 9/19/05; discussed 10/6/05 union hold; Discussed 2/8/06-company stated it was previously resolved. Resolved 3-3-06
NW 05-10 Employee Discipline	The Union grieves the Company's violation of Article VII, Section 8.9(b), Article XIV, Article XX, Section 20.2, Stipulation 12.3, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement. After hearing in a formal meeting for possible discipline that the workload causing mental and physical strain was the primary cause for a "profanity tirade," the Company admitted that, indeed, even managers use the same words in anger, but felt that a letter should be put in the employee's file. In that this was not the first time that the employee informed the Company of the unhealthy and stressful working conditions, the Union feels this was discipline issued without just cause. The Union demands that the Company remove the letter from the employee's file and use equal and fair treatment with all employees. Anger management classes should be provided to all supervisors before condemning employees who work for them.	Filed 8-19-05; 9/19/05-Not discussed; discussed 10/6/05 union hold; Discussed 2/8/06-Union hold; Disc 3-15-06 - Union hold; Disc 6-26-07 - Withdrawn
NW 05-09 Need for Field Staff Hiring	The Union grieves the company's violation of Article VIII, Section 8.9(b), Article XX, Section 20.2, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement. After hearing in a formal meeting for discipline that the men in the field at Local NBC4 needed help in coping with the exhaustive hours and workload causing mental and physical strain, the Company came back with a refusal to help and, instead, issued a demand for 6 th day work assignments. The Union demands that the Company hire two full time employees to alleviate the continued strain on our members.	Filed 8-19-05; Disc 9/19/05-Union hold; discussed 10/6/05 union hold; Discussed 2/8/06-Union hold; Disc 3-15-06 - Union hold; Disc 6-26-07 - Resolved

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Griev No./Title	Synopsis	Status
<p>NW 05-08 Continuous Tour/Overseas Assignment- Domestic Rate</p>	<p>The Company violated Sideletter 10, Article VIII and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to pay two employees for a continuous tour commencing on/or about 9:00 am on June 17, 2005, and continuing until noon on Sunday, June 18, 2005. The company also failed to pay the domestic rate for these same employee's split work week assignment which began on June 17 and ended on Thursday, June 23, 2005. Under Sideletter 10 the Company is required to discuss and agree upon the conditions of such assignment with the Union prior to the assignment, which it also failed to do. The terms of this Sideletter was to be explained to the employees in advance of the assignment, which the Company also failed to do. The Union demands a make whole remedy for the employees and all applicable penalties and pay raises for the time worked.</p>	<p>Filed 7/12/05; disc 7/20/05 put on Union hold; Not discussed 9/19/05; discussed 10/6/05 union hold; Discussed 2/8/06- Company hold; Disc 3-15-06 - Company hold- settlement discussion in progress</p>
<p>NW 05-07 Hiring Employee on No Work List</p>	<p>The Company violated Article III, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, as well as the settlement agreement for grievance NW 04-01 when it continued to hire someone after being notified that he was not eligible to work under the agreement. The Union demands that the Company cease and desist hiring anyone on a "no work" list. Further, the Union demands that it be fully and wholly compensated for all wages, payment in lieu of benefits, initiation fees and dues resulting from these violations of the Agreement.</p>	<p>Filed 6-14-05; discussed informally 6/15/05; disc 7/20/05 - Denied; Ref to Parker 7- 22-05; Disc 6-26- 07 - Resolved 7/20/05 - Company denied; Referred to arbitration 7-22- 05</p>
<p>NW 05-06 Continuous Tour</p>	<p>The Company violated Sideletter 10, Article VIII and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it refused to pay an employee continuous tour for his work commencing at/or about 9:00 am on April 1, 2005, and continuing to at/or about 1:00 am, Sunday, April 3, 2005. The Union demands a make whole remedy for the employee and all applicable penalties and pay raises for the time worked.</p>	<p>Filed 6/13/05; discussed informally 6/15/05; disc 7/20/05 - Company hold; Not discussed 9/19/05; Referred to Parker 9/22/05; disc 10/6/05 Kiick/Powers to finalize settlement; Resolved 10/4/05</p>

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Griev No./Title	Synopsis	Status
NW 05-05 Non-NABET Performing Stage Manager's Functions	The Union grieves the Company's violation of Article C-II, Section C2.2 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it allowed weather forecasters to perform the Stage Manager's job function of placing the art card on the set for the NBC Weather-Plus. The Union demands that the Company cease and desist such violations.	Filed 3-31-05; discussed 4/18/05 - joint hold; NOT disc 7/20/05; Not discussed 9/19/05; resolved 10/6/05 - company replaced the art card on the set with a graphic
NW 05-04 Failure to Post Schedule	The Company violated Article VIII, Section 8.2 of the NABET-CWA / NBC Master Agreement by failing to post a schedule for the week of March 19, 2005 no later than 7:00 PM on Tuesday, March 15, 2005. The Union demands that the Company cease and desist any such practices and heretofore post a hard copy in the agreed period of time.	Filed 3-21-05; discussed 4/18/05 - Company hold; Resolved 5/9/05
NW 05-03 Failure to Notify	The Company has continued to violate Article 8.9 c of the NABET- CWA / NBC Master Agreement by failing to notify the President of the Local in advance of the operational use of new technical equipment or a significant change in any established method of operation. The Company has been made aware of the need for such information numerous times but continues to violate this article of the agreement. These issues include, but are not limited to: Avid Graphics, Local EJ Edit Suite Six, Weather Plus, Truck Dubs, Equipment at Supervisor's desk, DVD Burners in Local EJ and the News Room, Art House, VOD Dubs in Editing, Internet Video Downloading and Unmanned Playback. The Union demands that the Company cease and desist this violation of Article 8.9 c and that all use of said equipment / methods cease and desist until discussions and disclosure is full and inclusive on a piece by piece / practice by practice basis.	Filed 3-21-05; discussed 4/18/05 - Mutually resolved after further discussion.
NW 05-02 Non Unit Engineers doing NABET-CWA work	The Union grieves the Company's violation of Articles VII and Article A-II of the NABET-CWA/NBC Master Agreement during the 2005 State of the Union Address. The Company allowed non-unit engineers to conduct NABET-CWA represented work related to the Democratic Response. The Union demands that the Company cease and desist of such practices and that it be made whole for all loss of earnings.	Filed 3-18-05; discussed 4/18/05 - Company hold; disc 7/20/05 - Resolved on basis that 4 vendor employees were used.
NW 05-01 Violation of Settlement/Discrimination on Assignments	The Union grieves the Company's violation of Articles XX, II, Settlement Agreement NW 03-01 dated January 13, 2004, and all pertinent provisions of the NABET-CWA/NBC Master Agreement, since, on or about August of 2004, NBC has failed to assign travel to an employee. This is unjust disciplinary action, retaliation, and discrimination. The Union demands that the Company cease and desist and that this employee be made whole for all loss of earnings.	Filed 2/24/05; discussed 4/18/05 - Company hold. Resolved 5/3/05

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ALL GRIEVANCES FILED PRIOR TO 1/1/00 THAT ARE NOT SETTLED ARE DEEMED ABANDONED ON 1/1/05.		
NW 04-21 Non-NABET Crew Used on Today Show Feed - DNC	The Company violated Article A-II and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, past practice, arbitration awards, and settlements when the Company aired on the Today Show a live shot with Tad Divine from the Democratic National Committee Headquarters in Washington, DC, without the use of a NABET-represented crew. The Union demands that the Company cease and desist such violations and that the employees and Union be made whole for all loss as a result of this violation	Filed 11/19/04; Disc 1/6/05 - Co denied; Disc 6-26-07 - withdrawn
NW 04-20 Harassment of NABET Employee	The Company violated Article II, Section 2.1, Article VIII, Section 8.9(c), Article XX, Section 20.2 all other pertinent provisions of the NABET-CWA/NBC Master Agreement, past practice, agreements, awards and the GE Workplace Violence Initiative Program when producer Lisa Rasmussen violently harassed a NABET employee while he was working in the EJ playback area. The Union demands that the Company cease and desist, that Ms Rasmussen be counseled in the aforementioned GE program, and that she be instructed to apologize publicly to the employee.	Filed 11/19/04; Disc 1/6/05 - joint hold; Disc 6-26-07 - withdrawn
NW 04-19 Violation of Settlement/Discrimination on Assignments	The Union grieves the Company's violation of Articles XX, II, Settlement Agreement NW 03-01 and all pertinent provisions of the NABET-CWA/NBC Master Agreement because an employee has repeatedly been left out of travel assignments. The Settlement Agreement of NW 03-01 very clearly states that if this employee "believes that he has been treated unfairly with respect to his assignment...the Union shall have the right to grieve." The Union finds this behavior on the Company's part to be abhorrent in accordance with the facts surrounding NW 03-01 and demands that the monetary settlement (make whole for all earnings lost) be upheld and added to accordingly for this occurrence.	Filed 9/16/04; Disc 1/6/05 - company hold; Resolved 5-3-05
NW 04-18 Violation of Settlement/Discrimination on Assignments	The Union grieves the Company's violation of Articles XX, II, Settlement Agreement NW 03-01, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when an employee was denied the opportunity to come back to work after producing very specific documentation from his doctor for light duty. The Settlement Agreement of NW 03-01 very clearly states that if this employee "believes that he has been treated unfairly with respect to his assignment . . . the Union shall have the right to grieve." The Union finds this behavior on the Company's part to be abhorrent in accordance with the facts surrounding NW 03-01 and demands that the monetary settlement (make whole for all earnings lost) be upheld and added to accordingly for this occurrence.	Filed 9/14/04; Disc 1/6/05 - settled.

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Griev No./Title	Synopsis	Status
NW 04-17 Hazardous Working Conditions	The Union grieves the Company's violation of Articles XXI, VIII, the "spirit and the letter" defining GE integrity policy, GE's EHS, OSHA regulations as defined in the OSHA PPE and Hazcom guidelines and all other pertinent areas of the NABET-CWA/NBC Master Agreement when NBC/WRC managers Bill Nardi and Chuck Linder assigned NABET-CWA employees to pull cable through transmission, hallways, and newsrooms without providing adequate training, protective gear, proper clean-up mechanisms, or Company assessment of the hazards of the work. The Union demands that the Company cease and desist all work. The Union demands that the Company take ownership of this negligent act and insure this will never happen again, that affected employees will be medically covered for any health problems should they arise in the future, that proper training and protective gear will be assigned to employees who must do work of any nature having to do with hazardous situations, and that no retaliation upon any of these workers will occur because of their questioning this negligent practice.	Filed 9/14/04; Disc 1/6/05 - Company hold.; discussed 4/18/05 - Resolved 5/9/05.
NW 04-16 Management Cueing Talent Via IFBs	The Union grieves the Company's violation of Articles A-II, C2.2(a) and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, prior awards, settlements and agreements by allowing non-NABET personnel to give cues to talent via the IFBs in Studio B on the morning of September 1, 2004, thereby circumventing the use of a stage manager. The Union demands that the Company cease and desist this practice immediately and that the Union be made whole for four (4) hours at a Group 2 rate plus \$55 "in lieu of benefits."	Filed 9/13/04; Disc 1/6/05 - company hold, after telephone call on 1/6/05 between Rachel and Mark, awaiting Mark's response; discussed 4/18/05 - Resolved.
NW 04-15 Non-NABET Operating Switcher from Newsroom	The Company violated Article VIII, Article VI, Article A-II, past practices and settlements, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when a non-NABET employee in the Newsroom switched the Pentagon switcher from "Briefing Room" to bridge #1 on AVOC 47 which was put on RM 87 on the Network router. The Union demands that the Company cease and desist this practice, that the Union be made whole for eight hours at the Group 7 rate, and that the switcher be disabled and removed	Filed July 9, 2004;disc 7/15/04 Union hold; Disc 8/11/04 Denied; Ref to Parker 8/30/04; w/d in negotiations 3-3-06
NW 04-14 Disciplinary Letter	The Company is violating long standing past practice, Articles XIV, XX, Stipulation 12, arbitration awards, settlements and other pertinent and applicable provisions of the NABET-CWA/NBC Master Agreement by issuing a warning letter, dated June 23, 2004 to an employee. This warning is without justification and the Union insists it be removed from the employee's file. The Union further demands that the Company cease and desist the continued harassment of this employee and other such violations of the collective bargaining agreement.	Filed July 1, 2004;disc 7/15/04 Union hold; Disc 8/11/04 Denied; Ref to Parker 8/30/04. Employee settled by taking buyout 5/06

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 04-13 Management Operating Switcher for Live Feed - Capra	The Company violated Article VIII, Section 8.9(c), Article VI, Section 6.1, Article A-II, past practices and settlements, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when management (Tony Capra) switched a feed to air live on MSNBC and to air on NBC, CNBC, etc. Mr. Capra called down to transmission and asked a NABET employee to do the switch and was told that it would be done as soon as she could. Within a few minutes the switch had been made, but not by the NABET employee. The Union demands that the Company cease and desist this practice, that the Union be made whole for one eight hour Group 7, and that the switcher be disabled and removed.	Filed 6/11/04; disc 7/15/04 Union hold; Disc 8/11/04 Denied; Ref to Parker 8/30/04; w/d in negotiations 3-3- 06
NW 04-12 Exceeding 20% Limit on Non- Unit Personnel Hired for Preakness	The Company violated Article VII, Section 7.1 paragraph 2(e) and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by exceeding the maximum of twenty percent (20%) of the total crew required for the pickup when assigning non-unit personnel to perform Engineering functions at the Preakness. The Union demands that the Company cease and desist such practices; that the Freelance employees be made whole for all losses they incurred by not being paid under the bargaining agreement; and that the Union be made whole for all dues and fees lost as a result of this violation.	Filed 5/25/04; disc 6/9/04 - Rachel to talk to New York contending "no NEXUS"; ref to arbit 7-9-04
NW 04-11 Improper Pay to Employee for Work at the Preakness	The Company violated Article XVI, Sections 16.1 and 16.3 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to properly pay employee Rob Lombardi for travel time, travel expenses, hotel accommodations and per diem during the period he worked on the Preakness race at Pimlico racetrack in Baltimore, MD. The Union demands that this employee be made whole for all losses incurred due to this violation.	Filed 5/25/04; disc 6/9/04 - Rachel to talk to New York contending "no NEXUS"; ref to arbit 7-9-04
NW 04-10 Improper Pay to Employees for Work at the Kentucky Derby	The Company violated Article XVI, Sections 16.1 and 16.3 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to properly pay employees: Charles Montgomery, Bill Constable, Steve Mitchell, Larry Blue, Skip Schlitzkus and Brian Davis for travel time, travel expenses, hotel accommodations and per diem during the period they worked on the Kentucky Derby in Churchill Downs in Louisville, Kentucky. The Union demands that these employees be made whole for all losses incurred due to this violation of the bargaining agreement.	Filed 5/25/04; disc 6/9/04 - Rachel to talk to New York contending "no NEXUS"; ref to arbit 7-9-04
NW 04-09 Library Jurisdiction	On or about May 1, 2004, and continuing, the Company violated Article VII, Section 7.10, Article A-II, Section 2.2, the Videotape Agreement paragraphs 6(a) and 6(b), and all other pertinent provisions of the NABET-CWA Master Agreement by assigning a non-NABET to perform library functions such as, tape archival, "inspecting and previewing so that tape will be suitable for cataloging, storage, or reuse." The Union demands that this employee be made whole for all losses sustained while working under the jurisdiction of the NABET-CWA contract. The union demands that she be recognized as a Group 5 NABET employee, and compensate her as "the one tour per day" to the Local EJ library. Further, the Union demands that any subsequent assignment of personnel to the EJ library be recognized under the jurisdiction of the NABET-CWA contract.	Filed 5/18/04; disc 5/25/04 Co denied; Ref to Parker 5/27/04; disc 6/9/04-Co denied. 12/19/05 Parker ruled against NABET..

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 04-08 Unsafe/Unhealthy Work Environment	The Company has violated Article II, Section 2.1, Article VIII, Article XX, and Article XXI of the NABET-CWA/NBC Master Agreement when it allowed represented employees to work in a unhealthy, volatile environment. The most recent violation occurred April 17 and 18, 2004, and is also in violation of NBC/GE Company Policy, past practices, and grievance awards. The Union demands that the Company cease and desist in this action, and that the workplace, be made to a safe and healthy environment.	Filed 4/21/04; disc 5/25/04 Co denied; Ref to Parker 5/27/04; disc 6/9/04 Rachel will speak to Al Harvey to see if there has been a change.
NW 04-07 White House Lighting Upgrade	The Company has violated Article A-III of the NABET-CWA/NBC Master Agreement, past practices, awards, and all pertinent provisions by refusing to pay the proper upgrade to the pool lighting engineer assigned to the White House. The Union demands that the Company cease and desist, and that all employees affected be made whole for this improper pay.	Filed 4/21/04; Disc 4/27/04 - Co hold; disc 5/25/04 Co denied; Ref to Parker 5/27/04; disc 6/9/04 co needs more info; discussed 4/18/05 - previously denied; Disc 6- 26-07- hold
NW 04-06 Employee Suspension	The Company has violated Stipulation 12 (3) and all other pertinent provisions of the contract when it, without just cause, imposed discipline on an employee with both a letter in his file and a one day suspension for peer to peer interaction which the Company called insubordination. The Union demands the letter be removed, the day of pay be reinstated, and that the employee be made whole for this unwarranted discipline.	Filed 4/21/04; disc 5/25/04 Co denied; Ref to Parker 5/27/04; disc 6/9/04 co denied. Employee took buyout 5/06
NW 04-04 Change in Procedures for Checking In for Assignment	The Company has violated Article A-IV Sections 4.1, 4.2 and 4.3, Article XX Section 20.2, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it issued a memo to NABET-CWA employees ordering them to check in with an employee other than the TD upon arrival for their assignments. The Union demands that this memo be rescinded.	Filed 3/15/04; disc 3/23/04 Co hold.; disc 4/27/04 Co hold; disc 5/25/04 Co hold; disc 6/9/04 Co to establish SOP's and give union a copy-Co hold; disc 7/15/04 Co hold; Disc 8/11/04- co hold; Disc 6-26-07 - withdrawn

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 04-03 Network Newsroom Switcher	The Company violated Article VIII, Section 8.9(c), Article VI, Section 6.1, Article A-II, past practices and settlements, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when Tony Capra switched a live feed of Colin Powell from the State Department for the purpose of live broadcast on NBC, Newschannel, and MSNBC. This is in violation of all past practice and was work that transmission was capable of performing. The Union demands that the Company cease and desist this practice, that the Union be made whole for one eight hour Group 7, and that the switcher be disabled and removed.	Filed 2/12/04; disc 2/19/04 Co hold; disc 3/23/04 Joint hold.; Disc 4/27/04 - Co Denied; Ref to Parker 5/12/04. (See NW 03-27); disc 6/9/04 Co denied; w/d in negotiations 3-3- 06
NW 04-02 Non- Cancelled Shifts	The Company violated Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when NBC Management, without proper notification, posted schedules showing an employee to work 3:30-8:30 pm. Said assignments remained in STORM. The Union demands that the employee be made whole for all shift assignments.	Filed 2/12/04; disc 2/19/04 Co denied - deadline to refer is 3/30/04 - as per Mark 3/16/04 - do not refer to arbit
NW 04-01 Hiring Employees on No Work List	The Company violated Article III, Section 3.2 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it hired employees after being notified that they were not eligible to work under the agreement. In accordance with Article III, Sections 3.1 and 3.2, the union notified the company on May 30, 2002, that certain employees were not eligible to work under the contract. After the date of notification, one employee was hired 47 days in 2002 and 46 days in 2003 earning a total of \$47,805.18. Another employee was hired 11 days in 2002 and 28 days in 2003 earning a total of \$17,432.81. In accordance with Article III, Sections 3.1 and 3.2, the union notified the company on June 7, 2002, that a third employee was not eligible to work under the contract. After the date of notification, this employee was hired 131 days in 2002 and 217 days in 2003 earning a total of \$54,620.83. The Union demands that the Company cease and desist hiring anyone on a "no work" list. Further, the Union demands that it be fully and wholly compensated for all wages, payment in lieu of benefits, initiation fees and dues resulting from these violations of the Agreement.	Filed 2/6/04; disc 2/19/04 Co denied - deadline to refer is 3/30/04; disc 3/23/04 Joint hold.; disc 4/27/04 Jt hold; disc 5/25/04 Jt hold; disc 6/9/04 Rachel will talk to Irv; disc 7/15/04 resolved - \$500 to NABET Sick Members Fund; check recv'd 8/12/04
ALL GRIEVANCES FILED PRIOR TO 1/1/99 THAT ARE NOT SETTLED ARE DEEMED ABANDONED ON 1/1/04.		
NW 03-39 FEDNET Shot One on One Interviews for Air w/o Pool	The Union grieves the Company's violation of Article A-II and all other pertinent provisions of the NABET-CWA/NBC Master Agreement as well as grievance and arbitration settlements and past practice when it allowed the FEDNET group to do one on one interviews with participants in a press conference held at the NTSB. The Union demands that the Company cease and desist and that NABET-CWA and its members be made whole for all lost income, benefits, dues, etc., as a result of this violation.	Filed 10/7/03; Disc 10/16/03 Jt hold; w/d w/o prejudice 11/13/03

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 03-37 FED NET Allowed in Pool	The Union grieves the Company's violation of Article A-II and all other pertinent provisions of the NABET-CWA/NBC Master Agreement as well as grievance and arbitration settlements and past practice when it allowed the FED NET group to participate in a pool situation at the NTSB. The Union demands that the Company cease and desist and that NABET-CWA and its members be made whole for all lost income, benefits, dues, etc., as a result of this violation.	Filed October 3, 2003; Disc 10/16/03 Jt hold; w/d w/o prejudice 11/13/03
NW 03-36 Graphics and Chyron Transferred to ArtHouse (Dallas,TX) Resolved	The Company has violated Articles VI, WA-1, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, including, but not limited to all pertinent grievance settlements, agreements, sideletters, arbitration awards and all past practice when it gave notice to the union that on or about September 27, 2003, all the graphics and chyrons for WRC-TV would be generated out of the ArtHouse hub in Dallas Texas. The Union demands that the Company cease and desist from any further violations and make NABET-CWA whole for any monies lost as a result of this and subsequent violations and pay NABET-CWA all other lawful remedies, including, but not limited to, punitive damages and interest.	Filed 9/25/03; Disc 10/16/03 Co denied; ref to Parker 11/21/03; disc 6/9/04 Un to check w/employees affected - union hold; disc 8/11/04 - previously denied; Resolved 9-19-06
NW 03-35 Producer Shooting Video of Press Conference with Mini Video Camera	The Company violated Sideletters 11, 32, all pertinent provisions of the NABET-CWA/NBC Master Agreement, the MSNBC agreement, prior awards, settlements and past practice by allowing a non-NABET employee (Producer, Becky Diamond) to shoot video of the press conference using her hand held camera using a tripod. The Union demands that the Company cease and desist this violation and that all NABET employees be made whole for all loss of income as a result of this violation.	Filed 9/25/03; Disc 10/16/03 Co denied; ref to Parker 11/21/03; disc 6/9/04 - Mark to talk to Clark re: "to air"
NW 03-34 Non-NABETs Operating Digital Cameras as Primary Function for Dateline	The Company violated Articles VI, VII, A-II, Sideletters 11, 32, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it hired two non-NABETs, Katherine Cheng and Vanessa Ree, whose primary function was to operate a digital camera to shoot 24/7 for the Dateline story "Among the Missing". They were given NBC DV kits consisting of Sony PD 150 cameras with associated equipment including mics and tripods. This is a clear instance of the Company avoiding the contract and hiring non-NABETs to operate equipment under the union's jurisdiction. The Union demands that the Company cease and desist this practice; that the Union be made whole; that compensation in an amount payable for two full time employees at a Group 7 rate for time worked; that compensation be made for equipment rental for time worked; and that the Union be compensated in an amount equal to the dues resulting from such work.	Filed 9/25/03; Disc 10/16/03 Co denied; ref to Parker 11/21/03; Info reqst by Mark on phone - letter to be sent if Rachel does not respond by 12/12/03; disc 6/9/04 - Mark to talk to Clark re: "to air"

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 03-33 Employee Termination</p>	<p>The Company violated Article 2.2, Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to notify the Union by prior discussions, and when it failed to speak to employee concerning the circumstances leading up to his termination from employment with the Company. The Union demands that the Company reinstate the employee, that the Company make him whole for all loss of income and benefits as a result of this violation.</p>	<p>Filed 8/28/03; disc 9/9/03 Co denied; referred to Parker on 10/15/03; arbit set for 6/30/04; Powers sent req for info 6/3/04 due back 6/18/04; disc 6/9/04 Rachel to get back to Mark; 2nd day of arbit 9/30/04; withdrawn after Parker's oral decision on arbitrability 9/30/04.</p>
<p>NW 03-32 Improper Dues and/or Improper Wages</p>	<p>This grievance is filed as a result of Sideletter 32 discussions held in Chicago July, 29/30, 2003. The Company has violated Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by deducting dues from the pay check of employee for work that was not under the NABET-CWA jurisdiction and/or this employee was paid improperly for his time worked as an NBC, NABET-CWA employee. The Union demands that the Company reimburse and make whole the employee for all monies owed to him by this violation. The Union also demands a total and full accounting of all pay notations/codes to enable employees and the Union to interpret pay issues now and in the future.</p>	<p>Filed 8/25/03; disc 9/9/03 Co hold; disc 10/16/03 union to withdraw; w/d 12/9/03</p>
<p>NW 03-31 Manager Verbally Abusing NABET</p>	<p>The Company has violated Article 20.1, Article 20.2, the Company Policy on harassment, arbitration awards, past practice and the rules of civility and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when management personnel Angela Crayton verbally abused an employee for using an approved payback day. The employee had requested and obtained permission to take a payback day on August 4. She was called by Andrea Clary at 9:30am that day and was asked if she could come into work her shift as they were very short-handed. Having three scheduled doctor appointments that day, the employee replied that she would not be available until later that afternoon. Upon her arrival at the station she was accosted by Ms. Crayton and verbally berated for not coming in at her regular time, even though a payback day had been approved. The Union demands that the Company pay to the NABET-CWA building fund punitive damages in the amount of \$587.74 (2 days wages @ Group 7 scale) based on past practice and discipline of this particular manager's treatment of employees. The Union insists once again, that Ms. Crayton be given sensitivity and management training.</p>	<p>Filed 8/25/03; disc 9/9/03 withdrawn</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 03-30 Employee Denied Work After On the Job Injury	This grievance is filed as a result of Sideletter 32 discussions held in Chicago July, 29/30, 2003. The Company has violated Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by failing to hire an employee after his "on the job injury." The Union demands that the employee be made whole for all benefits and/or income denied or lost due to this violation and that he be rehired in the same proportion of work hours as he had prior to his injury.	Filed 8/25/03; disc 9/9/03 settlement offered by Co. Res 9/30/03
NW 03-29 Employee Denied Benefits - Worked Over 200 Days	This grievance is filed as a result of Sideletter 32 discussions held in Chicago July, 29/30, 2003. The Company has violated Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by denying an employee full benefits under Sideletter 32 even though he worked more than 200 days in the calendar year 2002. The Union demands that the employee be made whole for all benefits and/or income denied or lost due to this violation.	Filed 8/25/03; disc 9/9/03 Co hold; disc 10/16/03 co will offer settlement; 11/13/03 - Co offer \$1700 for just 03-29 (TBD); Res 12/18/03 \$1685
NW 03-28 Non-NABET Assigned to Operate Hand Held Camera to Shoot News Story	The Company has violated Sideletter 11 and any other pertinent provisions of the NABET-CWA/NBC Master Agreement when management personnel, Milton Shockley, was overheard assigning a helicopter person to operate a hand held camera as their primary function in shooting a news story. The Union demands that the Company cease and desist and that all employees affected by this violation be made whole for all loss of income.	Filed 8/25/03; disc 9/9/03 It hold; Disc 10/16/03 Co denied; ref to Parker 11/21/03; disc 6/9/04 Mark to talk to Clark re: "to air"
NW 03-27 Installation of Panels to Control Remote Routing Switchers	This grievance is being filed directly with you pursuant to the expedited arbitration procedures of Section 20.10 of the current NABET-CWA/NBC Master Agreement. It is filed on behalf of NABET-CWA Local 31 and I have discussed the matter with NBC's Day Krolik.. The Company is in violation of Article A-II of the Engineering Agreement and other pertinent sections of the 2002-2006 Master Agreement, grievance settlements, written and verbal agreements, arbitration awards and past practices in its intention to install panels for control of remote routing switchers via the computer network at the Network News Desk in an operation which will involve monitoring cameras at remote locations. Therefore, the Union requests that you convene an expedited arbitration hearing, pursuant to Section 20.10 at which time the Union will request that you enjoin the Company from this operation and to cease and desist from any further such planned installations.	Filed with Joan Parker 7/18/03 by John Krieger after speaking with Day Krolik.; Mark to speak with John Krieger about the status of this griev. 12/4/03; Mark thought that these panels were disassembled. (See NW 04-03.); disc 6/9/04 - dependent on 04-03, Mark to talk to Krieger

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 03-26 On Camera Appearance at Interview On Atlanta Olympics Bombing</p>	<p>The Company has violated Article XXIV and any other pertinent provision of the NABET-CWA/NBC Master Agreement by not properly reimbursing an employee for his on-camera appearance in a interview relating to the bombing incident at the Atlanta Olympics. This piece aired several times in the month of June, 2003. The Union demands that the employee be make whole for all monies due him under this section of the contract.</p>	<p>Filed 7/18/03; disc 7/23/03 Un hold; 9/9/03 Co hold; Disc 10/16/03 Co denied; disc by phone Peach-Manning - co offering settlement - \$200 gift cert?; res 12/18/03 \$150</p>
<p>NW 03-25 Non-NABETs Operating Tape Machine</p>	<p>The Company has violated Article II and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when management personnel (Chuck Lindner & Cynthia Zollner) were observed operating tape machine equipment in the video production area on the above referenced date. They feed material to New York through the Hub. The Union demands that the Company cease and desist and that all NABET employees be made whole for all loss of earnings and/or benefits due to this violation.</p>	<p>Filed 7/3/03; disc 7/23/03 Co denied; Un did not refer to arbit w/in 20 days</p>
<p>NW 03-24 Management Personnel Operating Newsroom Bulletin Switch</p>	<p>The Company violated Article VI, Section 6.1, Article A-II, Section A2.1, A2.2 and all other pertinent provisions of the contract between NABET-CWA and NBC when Robert Jackson (engineering manager) operated the newsroom bulletin switch by placing it from local to remote. This was witnessed by both Chris Whittington and Seth Sterling. The Union demands that the Company instruct management to cease such actions of encroachment on NABET-CWA jurisdiction.</p>	<p>Filed 6/4/03; Disc 6/19/03 Union hold; disc 7/23/03 Un hold; disc 9/9/03 settlement offered by Co; Res 9/30/03.</p>
<p>NW 03-23 Failure to Send Complete Daily Hire Report for January, 2003</p>	<p>The Company is violating Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Agreement by failing to supply the Union with a complete report containing the days and dates of employment and amount of earnings for each daily hire employee for the month of January, 2003. This failure on the part of the Company was discussed at the Sideletter meetings in Burbank in January, 2003, at which time the Company denied the allegation that they were not supplying this information. The immediate reporting of these figures is needed in order that the Union may conduct its business.</p>	<p>Filed 5/19/03; Disc 6/19/03 - Joint hold ; disc 7/23/03 Co denied; Un did not refer to arbit w/in 20 days</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 03-22 Failure to Send Complete Daily Hire Report</p>	<p>The Company is violating Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Agreement by failing to supply the Union with a complete report containing the days of employment, amount of earnings, and dues paid for daily hire employee in the months of October, November, December, 2002, and January 2003. This failure on the part of the Company was discussed at the Sideletter meetings in Burbank in January, 2003, at which time the Company denied the allegation that they were not supplying this information. The immediate reporting of these figures is needed in order that the Union may conduct its business.</p>	<p>Filed 5/19/03; Disc 6/19/03 - Co hold; disc 7/23/03 Co denied; 7/29-30/03 It hold at Sdltr 32 mtg.; 9/9/03 Co hold; disc 10/16/03 co to offer settlement; 11/12/03 Co offered \$400 combined w/NW 03-17- Resolved</p>
<p>NW 03-21 Non-NABET Operating Tape Machines</p>	<p>The Company has violated Article A-II, Section A2.3 of the NABET-CWA/NBC Master Agreement by allowing a non-NABET represented employee to remove tapes from machines in the video tape area. On or about 4 pm on Friday, April 4, 2003, An employee witnessed Mona Mobili remove two tapes from two machines in the video area. The Union demands that the Company cease and desist such activity and that it be made whole for any lost wages and/or benefits.</p>	<p>Filed 4/23/03; disc 5/7/03 Co hld; Disc 6/19/03 - Co hold; disc 7/23/03 Co denied; Un did not refer to arbit w/in 20 days</p>
<p>NW 03-20 NABET Equipment to be Used by Non-NABET</p>	<p>The Union grieves the Company's violation of Article II, sideletter 11, and all other pertinent provisions, settlements, arbitrations of the NABET-CWA/NBC Master Agreement when management personnel placed a camera and associated equipment on the WRC-4 helicopter for the reporter to use to shoot stories after landing. The Union demands that the company cease and desist violating the contract in this manner and that all employees affected by this violation be made whole.</p>	<p>Filed 3/11/03 Disc 3/20/03 Un hld; disc 5/7/03- Co denied; ref to Parker 5/21/03; disc 6/9/04 Mark to talk to Clark re: "to air"</p>
<p>NW 03-19 Profanity Posted on Company Bulletin Board</p>	<p>The Company violated Article Article XX, 20.2, and all other provisions of the NABET-CWA/NBC Master Agreement, prior agreements, settlements, and company memos, when management personnel Michael Whatley allowed a memo pertaining to "Hooters Restaurant" and containing profanity to remain posted on the Company bulletin board. This is demeaning, degrading and sexually harassing by it nature, and has no place on a company bulletin board. The Union demands that all employees be held to the same integrity standards as the NABET employees, that a full investigation be conducted and that this type of posting be left out of the work environment.</p>	<p>Filed 2/24/03 Disc 3/20/03 Un hld; Disc 6-26-07 - withdrawn</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 03-18 Harassment for Filing Grievances</p>	<p>The Company violated Article II, Section 2.1, Article XX, 20.2, and all other provisions of the NABET-CWA/NBC Master Agreement, prior agreements, settlements, etc., when management personnel Angela Crayton retaliated against an employee for filing grievances against her. She summoned him into her office where she berated, belittled, and harassed him saying “I have tried to be nice, but because you insist on reporting me, I have to insist that on weekends you must stay through your shift.” The Union demands that this abhorrent behavior stop, and that sensitivity and management training take place. The Union will not tolerate the promotion of fear in the workplace.</p>	<p>Filed 2/24/03 Disc 3/20/03 Jt hld; disc 5/7/03 Jt hld; Disc 6/19/03; Resolved - Co to provide language ; disc 7/23/03 Co sent settlement agreement but was not accepted by union until 9/9/03</p>
<p>NW 03-17 Double Scheduling in News Room and EJ Editing</p>	<p>The Company violated Sideletter32, and all other provisions of the NABET-CWA/NBC Master Agreement, prior agreements, settlements, etc., when an employee was scheduled to work shifts both in the News room and in editing at the same time. She was scheduled to work in EJ editing on 2/15 and 2/16. She would have worked 4 to midnight at which point she would have been the only person left and should have been the Group7 on duty. The Union demands that the Company cease and desist the abuse of this employee and that she be paid as a NABET Group 7 employee for eight (8) hours each day, and that an equivalent amount be paid to the NABET-CWA Sick Members Fund since this scheduling caused the editing department to be short one employee for these shifts</p>	<p>Filed 2/24/03 Disc 3/20/03 Co hld; disc 5/7/03 Co hld; Disc 6/19/03; Resolved - Co to provide language; disc 7/23/03 Co sent settlement agreement; stlmt off until further investigation by Co of more work dates; 11/12/03 resolved \$400 combined with NW 03-22</p>
<p>NW 03-16 Excessive Assignments and Broken Meal Periods</p>	<p>The Company violated Article VIII, A-VIII, Section 8.9, and all other provisions of the NABET-CWA/NBC Master Agreement, prior agreements, settlements, etc., when management personnel Angela Crayton ordered an employee to break his lunch period and take bad spots out of the HUB system because a tapes were ingested incorrectly and with wrong numbers. She also ordered him to send another employee to purge commercial spots in the tape room also breaking that employee’s lunch period. The first employee was not able to get to his “assigned” job at the teleprompter until 10:55pm for an 11pm show. This is another example of excessive assignments and broken meal periods. The Union demands that the Company cease and desist making excessive assignments, that the HUB room is staffed, and that both employee be paid for a delayed meal period.</p>	<p>Filed 2/24/03 Disc 3/20/03; Resolved 4/7/03 monies paid</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 03-15 Safety Equipment on Truck</p>	<p>On or about February 5, 2003, an employee had a discussion with management personnel, Michael Whatley, on the safety features absent from the truck he was assigned. These included strobe lights on the top of the truck and a mirror mounted on the rear of the truck to aid in backing up. With the heightened sense of security, these are features that should be on every large company vehicle. Mr. Whatley ranted and raved that he did not have the money for such features and left the area. This incident and the absence of safety features has caused the employee undo stress and strain. The Union grieves this incident and the fact that the Company has not provided the safety features on the vehicles as violations of Article XXI, prior awards, settlements and all other pertinent provisions of the NABET-CWA/NBC Master Agreement. The Union demands that the Company equip all their trucks with the lights and rear-mounted mirrors as safety equipment.</p>	<p>Filed 2/13/03 Disc 3/20/03 Co hld; Resolved 4/7/03 - mirror & lights installed</p>
<p>NW 03-14 Non-NABETs Placing IFBs on Guests at Washington Bureau</p>	<p>The Company is continuing to violate Article A-II, and all other pertinent sections of the NABET-CWA/NBC Master Agreement by allowing non-NABET employees to routinely place IFBs on guests at its Washington Bureau. Matt Oxman was one such case witnessed on 1/15/03. NABET demands that the Company cease and desist this practice and that NABET be made whole for all other such occurrences since the last similar grievance was settled.</p>	<p>Filed 2/12/03; Disc 2/27/03 Un hld; Disc 3/20/03 Un hld; Ref to Parker 4/7/03; disc 6/9/04 Co needs more information; Disc 6-26-07 - Resolved -12-18-03</p>
<p>NW 03-13 Improper Pay - Group 6 Upgrade</p>	<p>The Company has violated Article A-III, Section A3.1, and all other pertinent sections of the NABET-CWA/NBC Master Agreement by failing to pay an employee proper scale for work performed on or about February 4, 2003. This failure is not limited to 2/4/03 and may be continuing. It has been the past practice of the Company and the understanding of the Union that Group 6 upgrades were given for camera person doing: <ul style="list-style-type: none"> -Network News Room "CAS Cam" for MSNBC, -standups in Studio 162 for Nightly, MSNBC, CNBC, Today Show and others. The Union demands that the Company cease and desist the practice of improper pay and make whole this employee and anyone else involved, for all wages lost.</p>	<p>Filed 2/12/03; Disc 2/27/03 Co denied; Ref to Parker 4/7/03; 11/13/03 Co to consider going back to previous upgrade practice. Un not looking for arrears \$ if upgrades start again. Un will settle for Grp 5 or Grp6.; Res 12/18/03</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 03-12 Retaliation for Reporting Violation of Integrity Policy	The Union grieves the Company's violation of the NBC Integrity Policy and any pertinent provisions of the NABET-CWA/NBC Master Agreement when it assigned an employee on February 5, 2003 to cover a story directly related to the violation of the Integrity Policy he reported to Nannette Wilson. This is a clear form of retaliation and should not be tolerated by the Company. The Union demands that the Company cease and desist demoralizing its employees by taking retaliatory measures against them when they report violations and that the employee be compensated an additional 4 hours wages for February 5 th for the undue stress of that assignment.	Filed 2/6/03; Disc 2/27/03 Un hld; Disc 3/20/03 Un hld Mark to check his notes on the status of this grievance - 12/4/03; resolved 6/10/04
NW 03-11 Change in Schedule	The Union grieves the Company's violation of the NBC Integrity Policy, Article VIII, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by changing the schedule of a NABET employee without cause or proper notification. After 11 years of exemplary work on the night shift, the company changed his schedule to day work causing undo stress and mental stain on the employee. This schedule change occurred after the employee reported a violation of the Integrity Policy to Assistant News Director Nanette Wilson. The Union views this as a retaliatory action by the Company and demands that the employee's schedule be changed back to the night shift immediately.	Filed 2/6/03; Disc 2/27/03 Un hld; Disc 3/20/03 Un hld Mark to check his notes on the status of this grievance - 12/4/03; resolved 6/10/04
NW 03-10 Discipline - Snow Travel	The Company violated Stipulation 12 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, prior settlements, arbitrations, agreements and common sense safety rules when it imposed disparate discipline on an employee without just cause. The employee received a harassing phone call at home, was ridiculed by management at a meeting on January 9, 2003 for staying home during a snow storm and was subjected to unmitigated sarcasm by management for following the recommendations being given to the general public by local news anchors on the air. The Union demands that the Company cease and desist this violation, that the employee be made whole for any loss of earnings, and that a written apology be given to her from management.	Filed 1/30/03; Disc 2/27/03 Un hld; Disc 3/20/03 Un hld Case to be held in Limbo 12/4/03; disc 6/9/04 w/d employee no longer at NBC
NW 03-09 Weingarten Rights Violation	The Company violated the Weingarten Rights of an employee when management personnel Michael Whatley called her at home on or about December 5, 2002, and did not advise her that the conversation they had would be considered a disciplinary meeting or one that would lead to disciplinary action by the Company. Discipline actually took place on January 9, 2003. The Union demands that the Company cease and desist this violation.	Filed 1/30/03; Disc 2/27/03 Co denied; disc 6/9/04 w/d employee no longer at NBC
NW 03-08 Failure to Provide Correct and Current Daily Hire Employee Data	The Company is violating Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, prior arbitrations, settlements and agreements when it fails to provide sufficient and correct data on its daily hire employees so that the Union may conduct its business. The Union presented this item at the January 22 and 23, 2003 Sideletter 32 Meeting in Burbank, CA. The Union demands that the Company cease and desist this violation and that it supply the Union with correct current data on all daily hire employees.	Filed 1/30/03; Disc 2/27/03 Co denied; Mark to get more info - 12/4/03

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 03-07 Excessive Assignments</p>	<p>The Company violated Article VIII, Section 8.9, of the NABET-CWA/NBC Master Agreement, prior arbitrations, settlements and agreements when it assigned an employee in Master Control during the last week of December, 2003 to an excessive work load. The Union demands that the Company cease and desist making these excessive assignments, and that the employee and all other employees affected by this violation be made whole for all loss of earnings, benefits, etc</p>	<p>Filed 1/30/03; Disc 2/27/03 Co denied; Disc 3/20/03 Jt hld; disc 5/7/03 Jt hld; Disc 6/19/03 - Resolved, Co to provide language; disc 7/23/03 Co sent settlement agreement but was not accepted by union until 9/9/03</p>
<p>NW 03-06 Employee Harassment</p>	<p>The Company violated Article 20.1, Article 20.2, the Company Policy on harassment, arbitration awards, past practice and the rules of civility on or about December 29, 2003, when an employee was called at home while he was on sick leave and subjected to excessive harassment by production manager, Angela Crayton, to come into work. The Union demands that the Company cease and desist this violation immediately, that the resolution of NW 98-9 be resurrected and re-established, and that the employee be given a written apology for the abhorrent behavior of Ms. Crayton.</p>	<p>Filed 1/30/03; Disc 2/27/03 Co hld; Disc 3/20/03 Jt hld; disc 5/7/03 Jt hld; Disc 6/19/03 - Resolved, Co to provide language; disc 7/23/03 Co sent settlement agreement but was not accepted by union until 9/9/03</p>
<p>NW 03-05 Employee on Sick Leave Called at Home to Come into Work</p>	<p>On or about December 29, 2003, an employee was called at home while he was on sick leave and told he must come into work. This is a violation of the settlement agreement of NW 98-9 in which the Company agreed that Employee Relations would advise technical managers and schedulers not to pressure employees who are legitimately sick to come into work. The Union demands that the Company cease and desist this violation, that the employee be paid an additional one-half his daily rate for the day he was called at home, and an additional full day's salary for the next day because even though he was still ill he did come in to work after being unduly pressured by his management supervisor</p>	<p>Filed 1/30/03; Disc 2/27/03 Co hld; Disc 3/20/03 Jt hld; disc 5/7/03 Jt hld; Disc 6/19/03 - Resolved, Co to provide language; disc 7/23/03 Co sent settlement agreement but was not accepted by union until 9/9/03</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 03-04 One Man Bands for News Gathering Events in Miami & Atlanta	The Company has violated Article VIII, Section 8.9c and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it instituted the use of "One Man Bands" for electronic news gathering events in Miami and Atlanta. The Union demands that the Company immediately cease and desist all such practice and make whole to the Union any wages lost due to this violation.	Filed 1/28/03; Disc 2/27/03 Co denied; Mark to send conf call agrmt language to NBC - didn't 12/4/03 Mark said to "let sit".
NW 03-03 Hiring Employee on No Work List	The Company violated Article III, Section 3.2 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it hired an employee after being notified that he was not eligible to work under the agreement as indicated in the September 21, 2001 notification. On or about Sunday January 26, 2003, this employee was hired by the Atlanta Bureau to work a "Bikini Makeover" shoot in Miami. The Union demands that the Company cease and desist hiring anyone on a "no work" list. The Union further demands, to its satisfaction, proof from the company of the employee's reported wages from NBC for 2002. In addition, the Union demands that it be made whole for all wages, payment in lieu of benefits, and dues resulting from January 26, 2003, as well as for all possible workdays between September 21, 2001 and the present.	Filed 1/28/03; Disc 2/27/03 Co denied; Ref to Parker 4/7/03; w/d 11/21/03
NW 03-02 Failure to Pay Travel and "Loadin" Time	Since September 11, 2001 the Company has violated Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to properly pay daily hire employees for travel and "loadin" time. The Union demands that the Company cease and desist such practices and that all employees be properly paid according to the language in Sideletter 32.	Filed 1/28/03; Disc 2/27/03 Un hld Al H. to settle; Resolved 11/13/03
NW 03-01 Discrimination, Retaliation, Unjust Disciplinary Actions	On or about January 11-21, 2003, the NBC assignment desk, under the control of senior bureau management, informed two employees that because they received premium pay under the company's golden time provision of the NABET-CWA/NBC Master Agreement that those individuals would not travel, do White House assignments, and their overtime hours would be watched. This is unjust disciplinary action, retaliation and discrimination, and is a violation of Article II and all other pertinent provisions of the NABET-CWA/NBC Master Agreement . The Union demands that the Company cease and desist and that these employees be made whole for all loss of earnings.	Filed 1/23/03; Disc 2/27/03 Co denied; Ref to Parker 4/7/03; Arbit set for 1/13/04; Resolved 1/21/04

ALL GRIEVANCES FILED PRIOR TO 1/1/98 THAT ARE NOT SETTLED ARE DEEMED ABANDONED ON 1/1/03.

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 02-33 Discrimination Based on Disability</p>	<p>The Company is in violation of Article II, Section 2.1 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by discriminating against an employee for a medical disability. At the grievance meeting on October 30, 2002, it was learned in the discussion of NW 02-27, that the Company sent this employee home denying her overtime based on her medical disability. The Union demands that the Company cease and desist the practice of discrimination based on any person's disability and, in this case, that the employee be made whole as a result of this violation</p>	<p>Filed 11/12/02; disc 12/17 - denied Untimely</p>
<p>NW 02-32 Use of Unmanned Jib Arm - Safety Hazard</p>	<p>The Company is in violation of Article XXI, Section 21.4 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by allowing the continual use of an unmanned jib arm for the Chris Matthew's Show. The Company is placing employees at a significant risk by perpetuating a safety hazard. The Union demands that the Company cease and desist the use of all unmanned jib arms, in any circumstance or application.</p>	<p>Filed 11/12/02; disc 11/14/02 Un hold; sent to Clark for appvl 11/20/02; disc 12/17 - denied; 1/22/03 Clark appvd; Ref to Parker 2/5/03; Disc 6-26-07- Resolved</p>
<p>NW 02-31 Non- NABET Shooting & Editing "The John Walsh Show" in Rockville, MD</p>	<p>The Union grieves the Company's violation of Article A-II , past practice, prior agreements and settlements, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement by using non-NABET personnel to shoot and edit the program "The John Walsh Show" in Rockville, Md. The Union demands that the Company cease and desist and that all NABET-CWA employees be made whole for all loss of income and benefits due to this violation.</p>	<p>Filed 11/6/02; disc 11/14/02 Co hold; sent to Clark to appv 11/20/02; Disc 12/17 Jt hld; Disc 1/16/03 Co hld; 1/22/03 Clark appvd; Disc 2/27/03 Un hld Disc 3/20/03 Un hld; Resolved 4/7/03 \$1000 to SMF</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 02-30 Hiring Employee on "No Work List"	The Company is in violation of Article III, Section 3.2 of the NABET-CWA/NBC Master Agreement when it continued to hire an employee after being notified that he was not eligible to work under the agreement. This employee worked 7 days in August, 2002. The Company was notified on February 1, 2002 that he had failed to join NABET and/or had not tendered the prescribed service fees and, therefore, was not eligible to work under the contract. The Union demands that the Company cease and desist hiring employees who appear on "No Work Lists" and that all NABET employees are made whole for all loss of earnings due to this violation.	Filed 10/22/02; disc 10/30/02 - Co hold; disc 11/14/02 Jt hold; sent to Clark for appvl 11/20/02; Disc 12/17 - jt hold; Disc 1/16/03 Co hld; 1/22/03 Clark appvd; Disc 2/27/03 Co denied; Ref to Parker 4/7/03; w/d 11/21/03
NW 02-29 Non-NABET Ingesting Tape into HUB System	The Company is violating Articles A-II, A2.7 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement and prior settlements and agreements by assigning Non-NABET directors & producers to ingest tape into the HUB system. The Union demands that the Company cease and desist this violation and that all NABET employees be made whole for all loss of income as a result of this violation.	Filed 10/21/02; disc 10/30/02 - Co denied; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; disc 6/9/04; Disc 6-26-07 - Resolved
NW 02-28 Non-NABET Training on HUB	On October 27, 2002, the Company violated Article A-II, A2.7 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement and prior settlements by assigning a NABET-represented employee to train a Non NABET employee on the HUB switcher. The Union demands that the Company cease and desist this violation and that all NABET employees be made whole for all loss of income as a result of this violation.	Filed 10/21/02; disc 10/30/02 - Co denied; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; disc 6/9/04; Disc 6-26-07 - Resolved
NW 02-27 Teleprompter Not Staffed by NABET-CWA Employee	The Company violated Article 7.1 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when Angela Crayton dismissed the teleprompter at 1pm after completing her 8 hour shift. This action left the teleprompter position unmanned for the upcoming scheduled press conference. The rest of the crew was told to remain, and did so, until after the press conference had aired. The Union demands that the Company cease and desist this practice of not having a NABET-CWA represented employee staff the NABET equipment, and pay a call back penalty payable to the sick member's fund.	Filed 10/17/02; disc 10/30/02 - Co denied; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; disc 6/9/04 w/d employee no longer at NBC

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 02-26 Refusal to Grant Rest Periods - Local News</p>	<p>The Company is in violation of Section 8.9(b), Article A9.1, prior settlements (NW 94-31, et al.), agreements and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when management personnel, Angela Crayton, refuses to grant rest periods between 3 and 7:30 pm to employees assigned to the Local News programs. The Union demands that the Company cease and desist this violation and that all employees be given reasonable rest periods during their work shift</p>	<p>Filed 9/26/02; disc 10/30/02 - Jt hold; disc 11/14/02 Resolved; Disc 2/27/03 settlement discussions in progress; Disc 3/20/03 Agrmt signed</p>
<p>NW 02-25 Non-NABET Performing HUB Duties</p>	<p>On September 14, 2002 at 1:36 AM, the Company violated Article A-II, A2.7 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement and prior settlements by allowing a Non NABET Desk Assistant to switch the HUB switcher in the new interrupt room to Set 34 in order to back up the HUB. The Union demands that the Company cease and desist this violation and that all NABET employees be made whole for all loss of income as a result of this violation.</p>	<p>Filed 9/20/02; disc 10/30/02 - Co hold; disc 11/14/02 Co to settle by Grp 7x4 hrs to ?fund; Disc 2/27/03 previously settled; Agrmt signed 2/20/03, check \$190 rcvd 4/18/03 Resolved</p>
<p>NW 02-24 Excessive Assignments</p>	<p>The Company continues to violate Article VIII, past practice and all pertinent provisions of the NABET-CWA/NBC Master Agreement by assigning an employee to perform several different tasks at the same time and on different floors of the building. On Election Day, an employee was assigned to do teleprompter at the same time he was assigned to ingest 20 commercials into the HUB. The station was doing live cut-ins all night for election results and the machines in the HUB were having problems. (One machine had to be replaced.) The Union demands that the Company cease and desist this practice, that a NABET-represented employee be assigned to the HUB on a regular basis, that the Company be enjoined to pay an amount equal to four hours at the Group 6 rate to the NABET-CWA Local 31 Scholarship Fund, and that the employee be upgraded to Group 6 for the day for the excessive workload and stress he had to undergo to perform all the assigned tasks simultaneously.</p>	<p>Filed 9/11/02; disc 10/30/02 - Co denied; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; Disc 6-26-07 - withdrawn</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 02-23 Non-NABETs Operating NBC-Owned Tape Machine in Chopper 4</p>	<p>The Company violated Article Article A-II, Sections A2.3, A2.7, the Video Tape Agreement, all pertinent provisions of the NABET-CWA/NBC Master Agreement, prior awards, settlements and past practice by allowing reporters, vendors and other non-NABET personnel to operate company-owned tape machines on board Chopper4. The Union demands that the Company cease and desist this violation and that all NABET employees be made whole for all loss of income as a result of this violation.</p>	<p>Filed 9/9/02; disc 10/30/02 - Jt hold; disc 11/14/02 Un hold; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; disc 12/17 - denied; Disc 6-26-07 - Jt hld-Abandoned 9-9-07</p>
<p>NW 02-22 Improper Pay for Daily Hires</p>	<p>The Company violated Articles XVI, Sections 16.5 and 16.6, Article XI, Section 11.5, Article A-II, Section A2.2, Sideletter 32, all pertinent provisions of the NABET-CWA/NBC Master Agreement, prior awards, settlements and past practice by improperly paying daily hire crews by assigning them to start their work day at office buildings, in-town hotels, hospitals and other non-company facilities. The Union demands that the Company cease and desist this violation and that all NABET employees be made whole for all loss of income as a result of this violation.</p>	<p>Filed 9/9/02; disc 10/30/02 - Jt hold; disc 11/14/02 Jt hold; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; disc 2/27/03 Jt hld; disc 3/20/03 Jt hld; w/d 12/9/03</p>
<p>NW 02-21 Producer Operating NABET Equipment-Crawford, TX</p>	<p>The Company violated Sideletters 11 and 32, all pertinent provisions of the NABET-CWA/NBC Master Agreement, prior awards, settlements and past practice by allowing a non-NABET employee (Producer, Mike Sulzburger) operate a hand held camera using a tripod, lights, wireless and hard wired mics, to shoot a stand-up. The Union demands that the Company cease and desist this violation and that all NABET employees be made whole for all loss of income as a result of this violation.</p>	<p>Filed 9/9/02; disc 10/30/02 - Co hold; disc 11/14/02 Un hold; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; disc 12/17 - denied; Disc 6-26-07-Co admitted fault - Resolved</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 02-20 Producer Operating NABET Equipment- Austin, TX</p>	<p>The Company violated Sideletters 11 and 32, all pertinent provisions of the NABET-CWA/NBC Master Agreement, prior awards, settlements and past practice by allowing a non-NABET employee (Producer, Mike Sulzburger) operate a hand held camera using a tripod, wireless and hard wired mics, while shooting a story. The Union demands that the Company cease and desist this violation and that all NABET employees be made whole for all loss of income as a result of this violation.</p>	<p>Filed 9/9/02; disc 10/30/02 - Co hold; disc 11/14/02 Un hold; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; disc 12/17 - denied Producer Operating NABET Equipment- Austin, TX; Disc 6-26-07 - Co admitted fault - Resolved</p>
<p>NW 02-19 Failure to Post Printed Work Schedule RESOLVED</p>	<p>The Company continues to violate Article VIII, Section 8.2, all pertinent provisions of the NABET-CWA/NBC Master Agreement, prior awards, settlements and past practice by failing to post a printed version of the employees's work schedule. The Union demands that the Company cease and desist this violation and that the printed version of the work schedule be posted immediately.</p>	<p>Filed 9/9/02; disc 10/30/02 - Jt hold; disc 11/14/02 Co denied; Apprvd by Clark 11/13/02; Ref to Parker 11/20/02; disc 6/26/07 Grievarama - Resolved-Co will work harder to make system work.</p>
<p>NW 02-18 Improper Payment of Wages and Penalties</p>	<p>The Union grieves the Company's failure to properly and timely reimburse former employee Dave Black for earned wages and contractual penalties as a violation of Articles VIII, IX, X, XXVI, past practice, arbitrations, settlements and all other pertinent provisions of the NABET-CWA/NBC Master Agreement. The Union demands that the Company make the employee whole for all wages and penalties for the calendar years 1999 through 2002 and that punitive damages be assessed at 10% of total amount due. The employee has been submitting payroll corrections since September, 1999 and is requesting immediate payment plus interest.</p>	<p>Filed 8/8/02; Disc 8/28/02 ; never discussed or sent to arbit. Suggest grievant go to Wage & Hour Comm. No longer at NBC Mark said to "let sit"12/4/03.</p>
<p>NW 02-17 Failure to Post Printed Work Schedules</p>	<p>The Union grieves the company's violation of Article VIII, Section 8.2, and any other pertinent provisions of the NABET-CWA/NBC Master Agreement, arbitration awards, settlements, etc., when it stopped posting a printed work schedule. The Union demands that the Company cease and desist this violation and that it be directed to resume posting a printed work schedule.</p>	<p>Filed 6/7/02; Disc 8/28/02; not filed to arbit, untimely</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 02-16 Non-NABET Operating Videotape for Use in Hub Server	The Union grieves the Company's violation of Article II, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when a non-NABET employee is assigned to feed videotape for use in the Hub server. The Union demands that the Company cease and desist this violation, that a NABET employee be assigned to this position, and that all employees affected by this violation be made whole for all loss of earnings.	Filed 5/1/02; Disc 5/10/02-Co denied; ref to Parker 5/23/02 & 11/8/02
NW 02-15 Non-NABET Operating Camera in WRC-4 Helicopter	The Union grieves the Company's ongoing violation of Article II, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when a non-NABET employee operates the camera for on-air broadcast from the WRC-4 helicopter. The Union demands that the Company cease and desist the use of a non-NABET employee in this assignment and that all employees be made whole for all loss of earnings as a result of this violation.	Filed 5/1/02; Disc 5/10/02-Co denied; ref to Parker 5/23/02 & 11/8/02
NW 02-14 Desk Assistant Dialing Up IFBs	The Company continues to violate Article A-II, past practice, arbitration awards, grievance settlements, and all other applicable provisions of the NABET-NBC Master Agreement and the NABET-CWA/NBC Agreement for MSNBC, when it allowed Matt Oxman, desk assistant to dial up an IFB and place it on guest Pat Buchanan for a live MSNBC interview broadcast at 5:30 pm on Tuesday, April 23, 2002. The Union demands that the Company cease and desist such violations, that all non-NABET employees be disciplined for not compliance with the Agreements, and that punitive damages be assessed due to the continued violations in this area.	Filed 4/26/02; Disc 5/10/02-Co denied; ref to Parker 5/23/02; Resolved 8/29/02
NW 02-13 Producer Dialing Up IFBs	The Company continues to violate Article A-II, past practice, arbitration awards, grievance settlements, and all other applicable provisions of the NABET-NBC Master Agreement and the NABET-CWA/NBC Agreement for MSNBC, when it allows MSNBC Producer Vicki Blooston to dial up the IFB system. The Union demands that the Company cease and desist such violations, that any non-NABET employees be disciplined for not complying with the Agreements, and that punitive damages be assessed due to the continued violations in this area.	Filed 4-12-02; Disc 5/10/02-Co denied; ref to Parker 5/23/02; Resolved 8/29/02
NW 02-12 Failure to Pay Overtime In Addition to Meal Penalty	The Company continues to violate Article A-VIII, Section 8.3, past practice and all pertinent provisions of the NABET-CWA/NBC Master Agreement, by failing to pay the half hour overtime, in addition to the meal penalty, to employees working longer than ten hours. The Union demands that the Company cease and desist this violation and that all employees be reimbursed for all lost wages, penalties, etc.	Filed 2/22/02; Disc 2/12/02 prior to filing; arbit deadline extd 60 days.; Disc 5/10/02 - Jt hold; disc 10/30/02 - Co denied; Disc 2/27/03 Un hld

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 02-11 Prescheduling Split Shifts Without Union Agreement</p>	<p>The Company has violated Sideletter 32, the “Split Shift Agreement,” and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it prescheduled a split shift over one week in advance of the event. This grievance is written in response to a dispute filed at the January 23/24, 2002 Sideletter 32 meeting in New York City. The issue concerns the prescheduling of a split shift and the company’s disregard for past policies and procedures. According to an employee, he was approached by the person doing scheduling a week in advance to work a split shift on December 24, 2001. This is in direct violation of the “Split Shift Agreement” which states, “Before engaging a Daily Hire to work a split shift on the same calendar day, the Company will contact the Union to obtain agreement for the particular Daily Hire to work such a split shift.” The Union demands that the Company cease and desist such abuse of the Agreement, and that punitive damages in the amount of \$2000 be assessed to insure that the agreement will be honored.</p>	<p>Filed 2/6/02; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; Resolved 8/29/02</p>
<p>NW 02-10 Failure to Pay New Year’s Day Holiday Pay</p>	<p>The Company has violated Article XVIII, Sideletter 64 and all other pertinent provisions of the NABET-CWA /NBC Master Agreement when it failed to render proper wages for the New Year’s Day holiday to an employee. The Union demands that the employee be paid immediately for this holiday and be given a written explanation why she must consistently request proper payment under the contract.</p>	<p>Filed 1/30/02; disc 2/12/02, joint hold ; Disc 5/10/02 - Jt hold; Resolved 8/29/02</p>
<p>NW 02-09 Retaliation for Unwillingness to Accept Split Shiftr</p>	<p>The Company has violated Sideletter 32, the “Split Shift Agreement,” and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it retaliated against a Daily Hire employee after he declined to accept a split shift assignment. This grievance is written in response to a dispute filed at the January 23/24, 2002 Sideletter 32 meeting in New York City. Two weeks prior to Christmas week the person scheduling approached the member to work a non-posted split shift on December 26, 2001. He declined, and was assigned an eight hour call. Subsequent to this, his next scheduled weeks were greatly reduced. This is in direct violation of the “Split Shift Agreement” which states, “Neither the Company nor the Union will discriminate against a daily hire because of his or her willingness or unwillingness to work splits four hour shifts.” He is, therefore, entitled to lost wages for the month of January, 2002, which were below his weekly average up to that event. The Union demands that the Company cease and desist such abuse of the Agreement, and that the employee be reimbursed accordingly.</p>	<p>Filed 1/30/02; disc 2/12/02, Co hold; disc 5/10/02 - Union hold; Resolved 8/29/02</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 02-08 Prescheduled Split Shifts</p>	<p>The Company has violated Sideletter 32, the “Split Shift Agreement, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it prescheduled split shifts weeks in advance of the event and did not notify the Union to request agreement. This grievance is written in response to a dispute filed at the January 23/24, 2002 Sideletter 32 meeting in New York City. The issue concerns the prescheduling of split shifts and the company’s disregard for past policies and procedures. According to a member, he was approached by the person doing scheduling just prior to Thanksgiving and was asked to work split shifts the week of Christmas. He was also told that although he was scheduled, it would not appear on the public posting as such so as not to draw attention. This is in direct violation of the Harvey agreement which states “Before engaging a daily hire to work split four hour shifts on the same calendar day, the Company will contact the Union to obtain agreement for a particular daily hire(s) to work such split shifts.” The Union demands that the Company cease and desist such abuse of the Agreement, and that the employee be reimbursed for twenty-seven (27) hours of overtime for the time between his scheduled shifts.</p>	<p>Filed 1/30/02; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; Resolved 8/29/02</p>
<p>NW 02-07 Verbal Abuse</p>	<p>The Company has violated Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to properly address and correct the abuse of one of its employees by another employee. This grievance is written in response to a dispute filed at the January 23/24, 2002 Sideletter 32 meeting in New York City. We contend that Producer Blooston verbally abused a Daily Hire member. The company was given a written report as submitted by our member. We are seeking a written public apology from the producer to our member. It is expected that the company will take the proper steps to try and prevent this type of behavior in the future.</p>	<p>Filed 1/30/02; disc 2/12/02, Union hold; disc 5/10/02 - Union hold; Resolved 8/29/02</p>
<p>NW 02-06 Failure to Pay Daily Hire Local Travel Time</p>	<p>The Company has violated Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to properly pay daily hire employees for travel and “loadin” time during an assignment at the White House. This grievance is written in response to a dispute filed at the January 23/24, 2002 Sideletter 32 meeting in New York City. Members were not paid for travel and “loadin” time during a shoot at the White House. This Tom Ridge interview was a two camera shoot for The Today Show. The crew was requested to be at the NW gate with gear ready for inspection by 5:30 am. No consideration for travel to/from the home office or loading in/out equipment was given. The company’s response in the Sideletter 32 meeting was that the White House and other such Federal Buildings are offices of the company. We contend that definition, and seek overtime payment of 3.5 hours for each of those members listed. In addition, any member working under the company’s current definition from 9/29/01 to the present should be paid. The Union demands that the company reimburse the employees for such time and that it cease and desist such violations.</p>	<p>Filed 1/30/02; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; Parker on 11/8/02 Arbit on 1/10/03, 2/5/03; 9/25/03; 12/9/03; 2/12/04</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
<p>NW 02-05 Failure to Pay Daily Hire Local Travel Time</p>	<p>The Company has violated Sideletter 32 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it failed to properly pay daily hire employees for travel and “loadin” time during an assignment at the White House. This grievance is written in response to a dispute filed at the January 23/24, 2002 Sideletter 32 meeting in New York City. Members were not paid for travel and “loadin” time during a shoot at the White House. This Tom Ridge interview was a two camera shoot for The Today Show. The crew was requested to be at the NW gate with gear ready for inspection by 5:30 am. No consideration for travel to/from the home office or loading in/out equipment was given. The company’s response in the Sideletter 32 meeting was that the White House and other such Federal Buildings are offices of the company. We contend that definition, and seek overtime payment of 3.0 hours for each of those members listed. In addition, any member working under the company’s current definition from 9/29/01 to the present should be paid. The Union demands that the company reimburse the employees for such time and that it cease and desist such violations.</p>	<p>Filed 1/30/02; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; Parker on 11/8/02; Arbit on 1/10/03, 2/5/03; 9/25/03; 12/9/03; 2/12/04</p>
<p>NW 02-04 Non- NABETs Shooting Spots with Digital Cameras for NBC Nightly News</p>	<p>The Company violated Articles AII, VI, VII, Sideletter 32, past practice and other applicable provisions of the NABET-CWA/NBC Master Agreement when the Company assigned three non-NABETs to use digital cameras to shoot a spot for the “Real West Wing” that aired on NBC Nightly News January 23, 2002. The Union demands that the Company be instructed to cease and desist such violations and that it be required to contribute an amount equal to twenty-four (24) hours at a Group 6 rate to the NABET Scholarship Fund.</p>	<p>Filed 1-25-02; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; Resolved 8/29/02</p>
<p>NW 02-03 On- Camera Appearance</p>	<p>The Company violated Article XXIV, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when the it failed to compensate a NABET employee for appearing on camera and having his name mentioned on air. This spot aired on WRC during the 5pm News. The segment was called “Digital Edge.” The Union demands that the Company cease and desist such violations and that the employee be reimbursed for his “on-camera appearance.</p>	<p>Filed 1-7-02; disc 2/12/02, Co resolved with \$60 payment 2/14/02</p>
<p>NW 02-02 Non- NABETs Operating Hidden Video Cameras</p>	<p>The Company violated Articles A-II, VI, VII, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it allowed non-NABET cameramen to shoot a spot called “Repair Rip-off” that aired on NBC Dateline. The cameramen were from Street Visions and were outfitted with hidden cameras obtained from the Long Island City facility. The Union demands that the Company cease and desist such violations and that punitive damages be assessed to deter further violations of this nature.</p>	<p>Filed 1-4-02; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; Resolved 8/29/02</p>
<p>NW 02-01 Non- NABET Operating Video Camera - IJ Hudson</p>	<p>The Company violated Articles A-II, VI, VII, past practice and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it allowed reporter I.J. Hudson to use a video camera to shoot a news package that aired on WRC during the 5pm News. The segment was called “Digital Edge”. He was both cameraman and reporter. The Union demands that the Company cease and desist such violations and that punitive damages be assessed to deter further violations of this nature.</p>	<p>Filed 1-4-02; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; Resolved 8/29/02</p>

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 01-22 Hidden Cameras Operated by Non-NABETS for Dateline Story	The Company violated Articles AII, VI, VII, Sideletter 32, past practice and other applicable provisions of the NABET-CWA/NBC Master Agreement when on or about December 11, 2001, the Company assigned non-NABETs to operate cameras and other technical equipment on a story that aired on Dateline, NBC Nightly News and the Today Show. The story originated from Dateline and was produced in Washington. The Union demands that the Company be instructed to cease and desist such violations and that it be required to contribute an amount equal to six (6) days at a Group 5 rate to the NABET Scholarship Fund.	Filed 12/12/01; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; Resolved 8/29/02
NW 01-21 MSNBC Newscaster Operating Equipment on the Set	The Company has violated past practice, arbitration awards, grievance settlements, Article A-II and all other applicable provisions of the NABET-NBC Master Agreement and the NABET-CWA/NBC Agreement for MSNBC, when it allowed MSNBC Newscaster Susan Malveaux to operate equipment on the set. The Union demands that the Company cease and desist such violations and that all non-NABET employees be instructed to comply with the Agreements.	Filed 11/5/01; disc 2/12/02, Co hold; Disc 5/10/02 resolved - Co to pay \$100 to Scholarship Fund
NW 01-20 MSNBC Producer Dialing Up IFB	The Company has violated past practice, arbitration awards, grievance settlements, Article A-II and all other applicable provisions of the NABET-NBC Master Agreement and the NABET-CWA/NBC Agreement for MSNBC, when it allowed MSNBC Producer Vicki Blooston to dial up the IFB system. The Union demands that the Company cease and desist such violations and that all non-NABET employees be instructed to comply with the Agreements.	Filed 11/5/01; disc 2/12/02, Co hold; Disc 5/10/02-Co denied; ref to Parker 5/23/02; Resolved 8/29/02
NW 01-19 Failure to Notify Union of Employees Hired in VT Library	The Company violated the Video Tape Agreement, Article III, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, past practice, prior agreements, arbitration awards and settlements, when it hired employees in the Video Tape Library and failed to notify the Union of this action. These employees are working in NABET-CWA jurisdiction under the Video Tape Agreement and should have been referred to the Local 31 Office for Union membership. The Union demands that the Company cease and desist this violation and that it make the employees whole for all loss of wages, benefits, and penalties that they would have incurred had they been properly paid under the Master Agreement. Further, the Union grieves this action of the Company as a blatant disregard for the Master Agreement and as such should be assessed punitive damages to be paid to the NABET Scholarship Fund in the amount equal to the dues that would have been paid by the employees under the Master Agreement, but no less than \$5,000.	Filed 10/26/01; disc 2/12/02, Co denied; refer to Fishgold 2/13/02; ref to Parker 5/23/02

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 01-18 Personal Information on Daily Schedules	The Company continues to allow personal information to be placed on the daily schedules. This is an invasion of the employee's privacy bordering on sexual harassment and should not be tolerated by management. The Union has grieved this harassment recently and it continues. On the above date the supervisor noted that a daily hire would not be working due to pregnancy. This is an improper notation on a schedule board open for public viewing. The Union demands that the management personnel responsible for signing off on this schedule be directed to cease and desist allowing such remarks to appear on the schedule and that an amount equal to 24 hours at Group 2 rate be paid to the NABET Local 31 Scholarship Fund.	Filed 10-1-01; Dis 10/17/01 Co offered settlement Res 11/21/01
NW 01-17 Harassment and Failure to Render Wages for Work Performed on Labor Day	The Company has violated Article XVIII, XXVI, past practice, arbitration awards, settlements and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it refused to pay an employee for the work performed on Labor Day, 2001. Moreover, the Union grieves the harassment that the employee has had to endure from management personnel who have taken a familial condescending attitude towards her over the payroll problems she has had for the past year. The Union demands that the Company cease and desist such violations and pay the employee all monies owed to her immediately; that they direct supervisory personnel to refrain from harassing her over payroll problems that are not her doing.	Filed 10-1-01; Disc on 10/17/01; Co denied; 2/12/02 disc with NW 02-10 Jt hld; Disc 5/10/02-Co denied; ref to Parker 5/23/02; Resolved 8/29/02
NW 01-16 Non-NABET Performing NABET Work	The Company has violated Article A-II, past practice, arbitration awards, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it allowed Mike Whatley to roll cables, pack gear, strike the site, and drive the microwave truck from the Pentagon to WRC/NBC. Since the Union has had to grieve the Company's use of Mr Whatley (a non-NABET employee) performing NABET work several times in the recent past, the Union demands that the Company pay 40 hours at the Group 2 rate to the NABET Local 31 Scholarship Fund, and that they cease and desist such violations.	Filed 10-1-01; Dis 10/17/01 Co offered settlement Res 11/21/01
NW 01-15 Training on GE Computerized Accounting/Voucher System	The Company is refusing to train NABET engineers on the GE computerized accounting and voucher system. The Union demands that the engineers be assigned training on the system.	Filed 9/20/01; Dis 10/17/01 Co offered settlement Res 11/21/01
NW 01-14 NABETs Forced to Share Hotel Rooms	The Company violated Article 16.3 and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, past practice and arbitration awards when the management of "Meet the Press" required NABET engineers to share hotel rooms. The Union demands that the Company cease and desist this practice.	Filed 9/20/01; Dis 10/17/01 Co offered settlement Res 11/21/01
NW 01-13 Personal Information Posted	On July 27, 2001, personal information was posted on the daily schedule. This is a violation of past practices and all other relevant sections of the NABET/NBC master agreement. The Union requests that the Company cease and desist this practice.	Filed 8/17/01; Dis 10/17/01 Co offered settlement Res 11/21/01

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 01-12 Employee Called at Home to Perform Work	On July 22, 2001, an employee was called at home by the Assignment Desk and instructed to perform work. This is a violation of Articles VIII, A-III, past practices and all other relevant Sections of the NABET/NBC Master Agreement. The Union demands that the Company cease and desist this practice and that the employee be compensated with 8 hours of overtime.	Filed 8/17/01; Dis 10/17/01 Co hold Disc 5/10/02 - Jt hold; Resolved 8/29/02
NW 01-11 Non-NABET Doing NABET Work at the Graham Funeral	Mike Whatley was observed installing and moving camera cables at the Katherine Graham Funeral. This is a violation of Article A-II, past practice, arbitration awards, sideletters and other applicable provisions of the NABET Agreement. The Union demands that the Company cease and desist such violations and that an amount equal to eight hours (one day's pay_ at Group 5 rate be paid to the NABET Local 31 Scholarship Fund.	Filed 8/14/01;Dis 10/17/01 Co offered settlement Res 11/21/01
NW 01-10 Desk Assistant Issued Handheld Camera	On or about the above date, NBC Desk Assistant (possibly Eric Parker) was issued a handheld camera for the purpose of shooting elements of the Chandra Levy story. The Union grieves this action as a violation of Articles III, A-II, prior agreements, settlements, arbitrations and all pertinent provisions of the NABET-CWA/NBC Master Agreement. The Union demands that this desk assistant be paid as a daily hire for those days on which he was issued the camera.	Filed 7/25/01; Disc 8/6/01 Ref to Sdltr 32 Mtg in 2002; Resolved 8/29/02
NW 01-09 Change in Procedures - Recording Overnight News Feeds	The Company is in violation of Article VIII, 8.9 (c), A-II, 6.1, past practice, arbitration awards, settlements and all other pertinent provisions of the NABET/NBC Master Agreement when they failed to notify the Union of a change in operating procedures in the Day of Air/Transmission area. The Company has instituted a new procedure to record overnight news feeds.	Filed 7/19/01; Disc 8/6/01 Co hld; disc 5/10/02 - Withdrawn - tapes never used.
NW 01-08 Canceled Overtime	The Company scheduled an employee for overtime on May 1, 2001, and then canceled it later that same day. The Company did not pay him for the scheduled overtime. The Union grieves this failure to pay the proper overtime to the employee as a violation of Article VIII and all other pertinent provisions of the NABET-CWA/NBC Master Agreement, past practice, settlement agreements and arbitration awards. The Union demands that the Company immediately make the employee whole for all loss of overtime wages, penalties and benefits due to this violation.	Filed 6/4/01; Disc 8/6/01 Co hld; disc 5/10/02 - Co hold; Resolved 8/29/02
NW 01-07 Disciplinary Letter	The Company is violating long standing past practice, Article 14, Stipulation 12.5, arbitration awards, settlements and other applicable provisions of the NBC Agreement by issuing a warning letter, dated February 12, 2001 to an employee. This warning is without justification and the Union insists it be removed from his file.	Filed 2/15/01; Disc 4/16/01 Co denied; Ref to Fishgold 5/2/01; disc 8/6/01 Co denied

NBC GRIEVANCES

Griev No./Title	Synopsis	Status
NW 01-06 Docking of Pay	The Union grieves the Company's action of docking the pay of an employee for two days as not for just cause and as such a violation of Stipulation 12.3, past practice, prior arbitration awards and settlements, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement. The Union demands that the Company cease and desist such violations; that the employee be made whole for all lost wages, benefits, etc.; that a letter of explanation for the docking of her pay be given to the employee; and a letter of apology for the stress and aggravation caused by the Company's action also be given to the employee.	Filed 2/13/01; Co repaid Barbara on 2/16/01 resolved
NW 01-05 Non-NABETs Operating Cameras Behind the Scenes During Inaugural Parade Prep	The Company violated past practice, prior awards and settlements, Article II, and all other pertinent provisions of the NABET-CWA/NBC Master Agreement when it gave non-NABET U.S. Senators and band members cameras to shoot "behind the scenes activities" during the Inaugural Parade preparations. The Union demands that the Company cease and desist such violations and that punitive damages in an amount equal to four day's pay at Group 5 rate be paid to the NABET Local 31 Scholarship Fund.	Filed 2/7/01; Disc 4/16/01 Un hold; disc 8/6/01 Un hld; disc 5/10/02 - Union hold; 8/29/02 Resolved
NW 01-04 Non-NABET Operating Live Camera for MSNBC While Driving a Car	The Company violated past practice, prior awards and settlements, safety committee standards, common sense, the NABET-CWA/NBC Master Agreement and the NABET-CWA/NBC Agreement for MSNBC when it allowed MSNBC non-NABET employee Dwayne Scott to operate a hand-held live camera while driving a car for an MSNBC show. The Union demands that the Company cease and desist such violations and that punitive damages in an amount equal to three days pay at Group 5 rate be paid to the NABET Local 31 Scholarship Fund.	Filed 2/7/01; Disc 4/16/01 Co hold; Disc 8/06/01 Co hld; Co offered resolution; Res 11/21/01
NW 01-03 Non-NABET Operating Camera for MSNBC Live Shot	The Company violated past practice, prior awards and settlements, the NABET-CWA/NBC Master Agreement and the NABET-CWA/NBC Agreement for MSNBC when it allowed MSNBC-NBC reporter Lester Holt to operate a hand-held camera to shoot live material for MSNBC. The Union demands that the Company cease and desist and that an amount equal to one day's pay at Group 5 rate be paid to the NABET Local 31 Scholarship Fund.	Filed 2/7/01; Disc 4/16/01 Co denied; Ref to Fishgold 5/2/01;disc 8/6/01 Co hold ; Resolved 8/29/02
NW 01-02 Non-NABET Operating Camera for MSNBC News Show	The Company violated past practice, prior awards and settlements, the NABET-CWA/NBC Master Agreement and the NABET-CWA/NBC Agreement for MSNBC when it allowed a MSNBC-NBC producer to operate a hand-held camera to shoot material for MSNBC news show (DC Cam). The Union demands that the Company cease and desist and that an amount equal to eight hour's pay at Group 5 rate be paid to the NABET Local 31 Scholarship Fund.	Filed 2/7/01; Disc 4/16/01 Co denied; Ref to Fishgold 5/2/01; disc 8/6/01 Co hold; Resolved 8/29/02
NW 01-01 Disciplinary Letter	The Company is violating long standing past practice, Article 14, Stipulation 12.5, arbitration awards, settlements and other applicable provisions of the NBC Agreement by issuing a warning letter, dated January 22, 2001 to an employee. This warning is without justification and the Union insists it be removed from his file.	Filed 1/23/01; Disc 4/16/01 Co denied; Ref to Fishgold 5/2/01; disc 8/6/01 Co denied

ALL GRIEVANCES FILED PRIOR TO 1/1/00 THAT ARE NOT SETTLED ARE DEEMED ABANDONED ON 1/1/05.

