

# SUMMARY OF NABET-CWA/NBCU TENTATIVE AGREEMENT

Dated: July 21, 2015

This document is intended for informational purposes only. It attempts to summarize – in simple terms – all the bargaining proposals that the parties have agreed to as components of the overall tentative agreement dated July 21, 2015. The summary is intended to be a quick guide to the proposals, and is no substitute for reading the proposed language in its entirety. Complete copies of the package are available on Local union websites or by request from your Local union office.

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## GENERAL ARTICLES

### Article VII – Per Diem Allowances

#### Section 7.7(a)

Increases this premium by \$3 – from \$55/day to \$58/day – effective as of the first full payroll period following notice of ratification.

Add new language: *“For remote assignments, the Company will endeavor to procure complimentary “in room” hotel Internet connectivity. In the case of a remote sports assignment in which the Company is unable to procure complimentary “in-room” Internet connectivity, the Company will reimburse for one (1) day of such Internet connectivity during any one (1) regular work week at such a remote sports assignment, in accordance with Company policy.”*

### Article VIII – Work Schedule, Overtime and Penalties

#### Section 8.1 – Meal Periods

All meal periods shall be paid at the employee’s straight time rate of pay. Time taken for meals during which work is not performed shall not be considered time worked for any purpose and will not count toward the calculation of daily overtime. Meal periods taken on a 6<sup>th</sup> or 7<sup>th</sup> day of work, or meal periods taken on a holiday, shall be paid at the straight time rate of pay. Opportunity to Eat (OTE) meal periods are not included in this provision, and such OTE will not count against overtime calculations.

[Conforming changes to be applied throughout the Master Agreement]

#### Section 8.3 – Short Turnaround

Add new language: *“In lieu of the foregoing provision, on entertainment productions not already in existence as of March 2, 2015 (“New Entertainment Productions”), there shall be a minimum of nine (9) hours between the end of an employee’s original schedule or any extension thereof on any regular workday and the start of the next. A day off shall consist of thirty-three (33) hours off consecutively and two (2) days off, fifty-seven (57) hours. Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate at Seven*

*Dollars and Fifty Cents (\$7.50) per hour for the portion of such assignment which encroaches on such turnaround period, except that the compensation shall be Fifteen Dollars (\$15.00) per hour, in addition to the regular rate, for the portion of such assignment which encroaches on the four (4) hour period immediately following the end of the employee's original schedule or any extension thereof. This provision will automatically expire on March 31, 2019."*

## **Article X – Night Shift Differential**

### **Section 10.1**

Effective January 1, 2018, the night shift differential corridor will change from 12:00 Midnight – 6:00am to 12:00 Midnight – 5:00am for all staff and daily hire employees hired after the date of ratification and for daily hire employees who did not work 180 days in calendar year 2014 or who do not maintain 170 days of daily hire employment in each subsequent year. All current staff employees, and eligible daily hire employees, will continue to receive night shift differential for time worked between the hours of 12:00 Midnight – 6:00am.

### **Section 10.2**

An employee who received night shift differential payments pursuant to Section 10.1 for at least eight hundred (800) hours of work in calendar year 2015 shall receive the 15% differential payment for each week of scheduled vacation during calendar year 2016.

Beginning January 1, 2016, and going forward the accumulation and differential payments, for vacation purposes only pursuant to Section 10.2, shall cease for all purposes.

[Conforming changes to be applied throughout the Master Agreement]

## **Article XVIII – Holidays**

### **Section 18.2**

By mutual agreement between the Company and the employee, the employee may be compensated with eight (8) hours of pay in lieu of the payback day.

### **Section 18.2**

Beginning in calendar year 2016, the additional holidays referred to in this section shall increase from two (2) to three (3).

In settlement for a prior dispute over holidays, all staff employees and any daily hire employees who worked 180 days in calendar year 2014 – and who are still on the payroll as of the date of ratification - shall receive a one-time payment of Two Hundred Dollars (\$200.00)

**Article XX – Grievances and Arbitration**

**Section 20.6**

New Arbitrators: Mei L. Bickner, Jonathon Monat, Kenneth Perea (Los Angeles Office)  
Alan Symonette (Chicago Office)

Grievances filed prior to March 31, 2015, which are not resolved within five (5) years shall be deemed abandoned.

Grievances filed on or after to March 31, 2015, which are not resolved within three (3) years (four (4) years for Local 11 grievances) shall be deemed abandoned.

**Article XXII – Benefits**

Modify and update the NBCUniversal benefit plans throughout this Article of the contract.

**Section 22.20**

Add new language: “The NBCUniversal Personal Choice Plan (ACA Compliance Plan) shall be applicable to all eligible employees in accordance with the terms of that Plan.”

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**A. ENGINEERING AGREEMENT**

**Section A3.1 – Classifications and Wage Scales**

Add an additional wage escalator step to the scales in Section A3.1(b) so that the top wage scales will equalize and match the top wages scales in Section A3.1(a).

**Section A9.1 – Rest Periods**

Clarify rest period language to include; sporting events, news field assignments or studio productions.

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**STIPULATIONS AND SIDELETTERS**

**Stipulation 18**

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

### **Sideletter 2 – Contract Interpretations**

The Company will notify the Local Union of any overscale arrangements or personal services agreements. Copies of such arrangements or agreements will be made available to the Union for inspection on a “need to know” basis.

### **Sideletter 11 – Digital Cameras**

The no-layoff guarantee, protecting members from layoff as the direct result of others using these cameras is extended through March 31, 2018.

### **Sideletter 23 – Primary Workforce Sideletter**

The expiration of this Sideletter would now be extended to March 31, 2019; one year after the expiration of the Master Agreement.

### **Sideletter 32 – Daily-Hire Employees**

The parties have agreed to increase the “payment in lieu of benefits” (PILOB) from \$65/day to \$67/day, effective as of the first full payroll period following notice of ratification, with the contribution to the Entertainment Industry Flex Plan remaining at \$20/day.

The parties also mutually agree to modify the policy regarding Days Off Out of Town (DOOTs). An employee must be notified of the Company’s intention to schedule a DOOT at least one day prior to departing for the remote assignment, or the DOOT will count as time worked for purposes of overtime calculation.

For ‘travel-only’ days, the hourly pay will increase from \$26/hour to \$28/hour effective upon ratification. The rate will further increase to \$30/hour effective April 1, 2016 and increase to \$32/hour effective April 1, 2017.

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

Effective January 1, 2016, the Company’s matching contribution to the CWA SRT (401k Plan) shall increase from one percent (1%) to two percent (2%).

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

- 1 day (8 hours) after 240 hours of work in a calendar year
- 2 days (16 hours) after 480 hours of work in a calendar year
- 3 days (24 hours) after 720 hours of work in a calendar year

Daily Hire employees may carry over a maximum of three (3) days, but are not permitted to use more than three (3) paid sick leave days in any calendar year.

### **Sideletter 45 – Vendor Sideletter**

The parties have agreed to increase the number of persons employed by vendors on remote or non-remote assignments when the Company contracts, rents or leases specialized equipment or technology.

### **Sideletter 80 - Digital Journalists**

This Sideletter is extended through March 31, 2018.

### **Sideletter 82 (NEW) – Daily Hire Benefits**

For Daily Hires who work one hundred ninety-five (195) days or more in a one-year period, this Sideletter provides the option for the employee to remain covered by the Entertainment Industry Flex Plan (Flex Plan) with the \$67/day PILOB, or change to coverage under the NBCUniversal Medical and Prescription Drug Plan, the NBCUniversal Dental Coverage Plan and the NBCUniversal Vision Care Plan. An eligible daily hire employee who elects coverage under the Company Plan would no longer be entitled to the PILOB payment.

### **Wages and Term of Agreement**

- 3.0% wage increase effective the first full payroll period following ratification
- 2.75% wage increase effective the first full payroll period following April 1, 2016
- 2.5% wage increase effective the first full payroll period following April 1, 2017
- Contract expiration: March 31, 2018

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

**Local 11 - New York: [www.nabetlocal11.org](http://www.nabetlocal11.org) (212-757-3065)**  
**Local 31 - Washington DC: [www.nabet31.org](http://www.nabet31.org) (301-459-4999)**  
**Local 41 - Chicago: [www.nabet41.org](http://www.nabet41.org) (312-372-4111)**  
**Local 53 - Los Angeles: [www.nabet53.org](http://www.nabet53.org) (818-846-0490)**

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