



SUMMARY OF NABET-CWA/NBCU TENTATIVE MASTER AGREEMENT

Dated: November 8, 2023

This document is a non-technical summary of proposed changes to the NABET-CWA/NBCU Universal Master Agreement as expressed in the November 8, 2023, tentative agreement between the Union and the Company. It is prepared for informational purposes and for reference use only by members of NABET-CWA.

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

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

Wages and Term of Agreement

- 3.0% wage increase effective as of the beginning of the first full payroll period following ratification.
- 3.0% wage increase effective as of the beginning of the first full payroll period following April 1, 2024.
- 3.0% wage increase effective as of the beginning of the first full payroll period following April 1, 2025.
- 3.0% wage increase effective as of the beginning of the first full payroll period following April 1, 2026.

If ratified, the new Master Agreement will expire on March 31, 2027.

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

- Ratification Bonus for all Staff and eligible Daily Hire employees as follows:
 - Two Thousand Dollars (\$2000.00) to Staff and Daily Hire employees who worked 170 days or more in calendar year 2022.
 - One Thousand Five Hundred Dollars (\$1500.00) to Daily Hire employees who worked 100-169 days in calendar year 2022.
 - One Thousand Dollars (\$1000.00) to Daily Hire employees who worked 75-99 days in calendar year 2022.

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GENERAL ARTICLES

Section 7.7(a) Per Diem

Increase this premium from the current \$59/day to \$60/day, as of the beginning of the first full payroll period following ratification. An additional increase to \$61/day, effective April 1, 2024, and then another increase to \$62/day, effective April 1, 2025.

Article VIII – Work Schedule, Overtime and Penalties

Section 8.3 – Short Turnaround

Effective April 1, 2024, all employees, including *all daily hire employees*, regardless of the number of days worked for the Company, will be eligible for short turnaround payments. The short turnaround corridor shall be reduced from the current twelve (12) hours to ten (10) hours.

Article X – Night Shift Differential

Section 10.1

Effective April 1, 2024, the night shift differential payment shall be increased from ten percent (10%) to eleven and one-half percent (11.5%) of the straight-time rate of pay for each straight-time hour worked -- and increased from fifteen percent (15%) to sixteen percent (16%) of the straight-time rate of pay for each such overtime hour worked.

Effective April 1, 2024, the night shift differential corridor shall be 12:00 midnight to 5:00 A.M. for all full-time staff and all daily hire employees.

Article XV – Severance Pay

Pursuant to modifications in Section 15.1, the payment of severance pay is contingent upon execution of a general release of claims. The parties expressly agree that all recall rights pursuant to Section 11.7 shall not be waived when the employee is released pursuant to Section 15.1.

Article XX – Grievances and Arbitration

Section 20.6

The panel of arbitrators for the Los Angeles office of the Company shall be Kenneth Perea and Douglas Collins.

Article XXII – Benefit Plans and Programs

Section 22.14

The NBCUniversal ‘myDays’ Policy shall be applicable to the staff employees covered by the Agreement in accordance with the terms of that Policy.

(Seven (7) ‘myDays for all staff employees, in all offices of the Company.)

Section 22.17

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

Section 22.18

The NBCUniversal Compassionate and Bereavement Leave Policy shall be applicable to the staff employees covered by the Agreement in accordance with the terms of that Policy.

Article XXVI – Term of Agreement

Section 26.1

Basic minimum wage scales specified in all agreements herein and overtime rates based thereon, shall be effective as of the beginning of the first full payroll period following notice of ratification, except as otherwise herein provided. All other money items, penalties (including meal penalties), overtime provisions, allowances, upgrades and changes in classifications and other provisions in all agreements shall be effective as of the beginning of the first full payroll period following notice of ratification or such later date as otherwise herein provided.

Section 26.3

This Master Agreement shall remain in effect until Midnight (New York Time), March 31, 2027. Upon written notice by either party served at least sixty (60) days prior to April 1, 2027, both parties agree to commence negotiations on or before March 18, 2027, for extension or modification of this Agreement for a period to commence April 1, 2027.

INDIVIDUAL ARTICLES

A. ENGINEERING AGREEMENT

Article A-III CLASSIFICATIONS AND WAGE SCALES

Section A3.1:

The Union and the Company negotiated adding certain job classifications into various Groups this section of the Master Agreement, as follows:

Group 3: Add ‘Video Control Engineers’ [This classification also remains in Group 2]

Group 5: Add ‘Drone Operator (camera operator/pilot)’, ‘Senior Video Control Engineers’, and ‘Video Control Engineers’.

Group 6: Add ‘Drone Operator (camera operator/pilot)’

Group 7: Add ‘Technical Director – (Who is assigned to E.J. news pickups)
[This classification also remains in Group 6]

Add ‘Senior Video Control Engineer’ [This classification also appears in Group 6]

Add “A Group 7 Senior Video Control Engineer will be assigned to Studio or Field programs using eight (8) or more cameras.”

Article A-VIII MEAL PERIODS

Opportunity to Eat (OTE)

Increase the OTE payment from the current \$42.00 to \$43.00, effective as of the beginning of the first full payroll period following notice of ratification.

[This increase in the OTE payment will apply to all sections of the Master Agreement.]

C. STAGING SERVICES AGREEMENT WASHINGTON, D.C.

Article C-III CLASSIFICATIONS AND WAGE SCALES

Section C3.1:

Replace the existing wage escalator with the Group 5 extended wage escalator contained in Article A-III, effective upon the beginning of the first full payroll period following notice of ratification.

D. NEW BUSINESS AGREEMENT

Section D3.1

Effective April 1, 2024, “D” Agreement Daily Hires will be eligible for short turnaround as provided in Section 8.3, N5.1(a) and U4.3

Section D5.1

The minimum wage scale will increase from the 0-1 year step of the “A” Contract wage scale to the 2-3 year step of the “A” Contract extended escalator wage scale, effective upon the beginning of the first full payroll period following notice of ratification.

U. COURIERS AGREEMENT NEW YORK
Article U-III CLASSIFICATIONS AND WAGE SCALES

Section U3.1:

Replace the existing wage escalator with the Group 2 extended wage escalator contained in Article A-III, effective upon the beginning of the first full payroll period following notice of ratification.

STIPULATIONS AND SIDELETTERS

Stipulation 29 [NEW]

The parties have agreed to add new, clarifying language to the Master Agreement in order to codify the understanding between the parties as follows:

1. Staff: Notwithstanding any language to the contrary in Article VIII of the Master Agreement, the Parties’ clarify that the language in Article VIII, Section 8.1 excluding meal periods as time worked for any purpose, including for purposes of calculating overtime, does not apply to the sixth (6th) and/or seventh (7th) consecutive day provisions of the Master Agreement; or change the calculation and/or payment of any “missed meal” penalties under the Master Agreement due to staff employees who work through their paid meal period; or affect the applicability of daily overtime after eight (8) hours worked under Article VIII, Section 8.5.

2. Daily Hires: Furthermore, it is understood that in the event a daily hire employee works more than forty (40) hours or five (5) days at an eight hour minimum call in a workweek (“defined as beginning 12:01am Saturday and continuing until 12:00 Midnight the following Friday”), the daily hire employee will receive additional compensation at one-half (1/2) of his or her straight time rate of pay for all hours worked on the sixth (6th) and/or seventh (7th) day within the NABET workweek. In no case shall overtime accrue on overtime. Additionally, the exclusion of meal periods as time worked for any purpose does not change the calculation and/or payment of any “missed meal” penalties under the Master Agreement due to daily hires who work through their

paid meal period; or affect the applicability of daily overtime after eight (8) hours worked under Sideletter 32, Paragraph 1.

Sideletter 4 – Contract Interpretations

It is agreed that all written stipulations, Sideletters and other written agreements entered into between NBC or NBCUniversal and National Association of Broadcast Employees and Technicians, AFL-CIO, during the period from April 1, 1987 to **March 31, 2027** will be deemed to be in effect for the period of the current contract and shall remain in effect until and unless modified by agreement of the parties or they expire or are terminated in accordance with their specific terms.

Sideletter 10 – Overseas Assignments

The “overseas flat rate” will increase from the current 200% daily rate to an improved rate of 225% of the applicable daily rate (an increase of 12.5%).

If a covered employee is assigned incidental work while in the Continental United States (CONUS) that is related to the overseas assignment (i.e. packing gear, unpacking gear, “under the wing” shots, immunizations, COVID testing, etc.) during a workweek that otherwise would have been an exclusive overseas workweek, the employee will be paid the overseas flat rate for the day and will not reverse the week into a split week.

Sideletter 11 – Digital Cameras

The list of digital cameras capable of being hand-held has been updated to include the following camera models: Canon EOS C200B, Canon EOS 5D Mark IV, Fuji X-T4, Panasonic AG-CX350, Panasonic GH5s, Sony A7RV, Sony FX30, Sony PXW-Z190 or other similar cameras.

The no layoff protection for staff employees has been extended through March 31, 2027.

Sideletter 12 – Extended Leave of Absence Program

Application by eligible employees to participate in this program must be made in writing to the appropriate Human Resource representative.

The Company will review and consider all applications in good faith (both for new applicants as well as employees who wish to remain in the Program in subsequent years) but has the sole discretion in determining whether an employee will be admitted into the Program.

Sideletter 23 – Primary Workforce Sideletter

The expiration of this Sideletter would now be extended to March 31, 2028 -- one year after the expiration of the Master Agreement.

Sideletter 32 – Daily-Hire Employees

Short Turnaround (Section 8.3)

For the first time ever, **all** daily hire employees, in all contracts contained in the Master Agreement, will be eligible for short turnaround. There shall be a minimum of ten (10) hours between the end of an employee’s shift on one workday and the start of the shift on the next workday. Assignments or work time which occur during any turnaround period shall be compensated for, in addition to the regular rate, at Seven Dollars and Fifty Cents (\$7.50) per hour for the portion of the assignment which encroaches on the turnaround period. If the assignment encroaches on the four (4) hour period immediately following the end of the employee’s original schedule, or any extension thereof, the compensation shall be Fifteen Dollars (\$15.00) per hour in addition to the regular rate. This new entitlement will become effective on April 1, 2024.

Daily Benefit Payment

The parties have agreed to increase the “Daily Benefit Payment” (DBP) from the current Seventy-One Dollars (\$71.00) per day to Seventy-Two Dollars (\$72.00) per day, effective as of the first full payroll period following notice of ratification, then increasing to Seventy-Four Dollars (\$74.00) per day effective April 1, 2025 -- with all additional monies contributed directly to the Entertainment Industry Flex Plan at Twenty-Five Dollars (\$25.00) per day and Twenty-Seven Dollars (\$27.00) per day, respectively.

“Travel-only” Pay

For ‘travel-only’ days, the hourly pay will increase from the current \$36/hour to the equivalent hourly rate of the top tier Group 2 wage escalator, pursuant to Section A3.1, and in effect as of the beginning of the first full payroll period following notice of ratification. This substantial improvement in ‘travel-only’ compensation represents a monetary increase of more than 38%. Overtime rates for ‘travel-only’ days will be adjusted in accordance with this increase.

CWA SRT Retirement Plan (401k Plan)

Effective January 1, 2025, the Company’s matching contribution shall increase from two and one-half Percent (2.5%) to two and three-quarters percent (2.75%). The matching contribution shall be paid in March of the following calendar year, and each March thereafter to the CWA SRT (401k Plan).

Daily Hire Sick Leave

Daily Hire employees who have worked a minimum of eighty (80) hours shall accrue a maximum of five (5) 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
- 4 days (32 hours) after 960 hours of work in a calendar year [NEW]
- 5 days (40 hours) after 1,200 hours of work in a calendar year [NEW]

Effective January 1, 2024, 170-day daily hire employees will be granted five (5) paid sick leave days at the start of the calendar year they qualify as a 170-day Daily Hire.

Effective January 1, 2024, daily hire employees may carry over a maximum of five (5) unused paid sick leave days accrued in one calendar year into the following calendar year but are not permitted to use more than five (5) paid sick leave days in any calendar year.

Should an applicable federal, state and/or local paid sick leave law or regulation provide a daily hire with entitlements greater than those benefits delineated in this Sideletter, the Company will provide such daily hire employee with the greater entitlements in accordance with such law or regulation.

Employee Stock Purchase Program (ESPP)

The Company will permit 170-day daily hire employees to participate in its Employee Stock Purchase Program to the extent the Company allows for similarly situated non-represented freelance employees to become eligible for this benefit during the term of the 2022-2027 Master Agreement.

Daily Hire Short-Term Union Leaves of Absence [NEW]

The Company may grant short-term leaves of absence (“LOA”) to daily hire employees for Union activity. Such short-term LOA shall not exceed three (3) consecutive days and shall apply only to workdays on which there is a reasonable expectation the daily hire employee would have otherwise been placed on the schedule.

Sideletter 78 – Digital and/or Streaming Platforms

The parties agree to expand potential work opportunities for NABET-CWA-represented employees to include digital and/or streaming platforms. The Company may assign NABET-CWA-represented employees to perform work on NBCUniversal websites as well as OTT streaming channels (e.g., FAST channels) and platforms (e.g., Peacock) including but not limited to technical and writing work.

Sideletter 80 - Digital Journalists

This Sideletter is extended through March 31, 2027.

Sideletter 82 – Daily Hire Benefits

Commencing January 1, 2024, active Daily Hire employees who are enrolled in Company benefit plans and lose eligibility to participate in the Plans in the subsequent calendar year as the result of not working at least 170 days as a daily hire employee in the qualifying look-back period shall have the option to elect subsidized benefits continuation coverage at active employee rates for January and February in the subsequent calendar year they were enrolled in the Plans. Daily Hire employees who elect subsidized benefits continuation coverage shall also be eligible to receive the Daily Benefit Payment (DBP) for any day worked under Sideletter 32 in such January and February benefits continuation period.

Sideletter 84 [NEW] – Diversity, Equity and Inclusion Committee

The Union and the Company will create a joint Diversity, Equity and Inclusion (DEI) committee in order to further the goal of building a more diverse and inclusive workforce. The DEI Committee will meet on a quarterly basis to discuss and make recommendations on current and potential diversity initiatives, including but not limited to diversity in staffing, employee retention, mentorship, and workplace equity.

The NBC NABET-CWA Network Negotiating Committee:

Local 11: President Lou Marinaro and Executive Board Member Rob Weiss

Local 31: Jim Long, Network News EJ and President Bantu Opiotennione

Local 41: Member Ed Dabrowski and Member Doug Webber

Local 53: President Emeritus Steve Ross, Executive Board Member Tim Stepich, and Warren Stern

NABET-CWA Sector: President Charlie Braico, Local 11 General Counsel and Advisor to the Bargaining Committee Max Sicherman, Assistant to the Sector President Jodi Fabrizio-Clontz, Nikisha Johnson, and Kristen Helmstetter.

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

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

This document is intended to be a summary of the overall tentative agreement dated November 8, 2023. It is intended to be a quick guide to the package and is for informational purposes only. It is not intended to be a substitute for reading the proposed language in its entirety. In all cases, the actual language of the Master Agreement will serve as the controlling language for contract administration purposes.