

AGREEMENT

Writers Guild of America – East

and

NBC News Studios

January 15, 2022, through January 14, 2026

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AGREEMENT made as of January 15, 2022, by and between NBC News Studios (hereinafter referred to as “Employer”) and the WRITERS GUILD OF AMERICA – EAST, INC. (hereinafter referred to as “Union”).

In consideration of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I: RECOGNITION

NBC News Studios recognizes the Writers Guild of America – East as the exclusive bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act for a unit of freelance and “run of show” producers, freelance associate producers, and freelance casting producers, that NBC News Studios directly employs in the production of covered programs, consistent with Sideletter 4 of this Collective Bargaining Agreement and the parties August 3, 2020 Settlement Stipulation Agreement.

Positions excluded from recognition include all other employees, guards, professional employees, and supervisors as defined in the Act. Further, NBC News Studios has no obligation to cover employees that perform work on any other content, including: (i) scripted Dateline episodes, news programming (i.e. daily newscasts), short form content (i.e. programs of 10 minutes or less) produced for streaming or other new media platforms, and feature-style documentaries; or (ii) any content that is co-produced with any other entity (including but not limited to Blumhouse and Focus Features). See Sideletter 4 of this Agreement.

ARTICLE II: UNION SECURITY

A. The Employer agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Employer to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Employer and the Employee.

C. Nothing in this Article shall be construed to require to Employer to cease employing any Employee if the Employer has reasonable ground for believing that:

(1) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

(2) such Employee’s membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees

uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

D. If the Employer should employ an applicant not a member of the Union, it shall, prior to the beginning of such applicant’s work, refer the applicant to the Union for information as to the Union membership requirements.

E. The Employer will provide a copy of the current NBC News Studios – WGAE Agreement to all employees hired into bargaining unit positions.

ARTICLE III: MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including all but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to set business policy; to reprimand, discharge, or to otherwise discipline employees with just cause; to determine the method, processes and materials to be employed; to discontinue conduct of its business or operations in whole or in part; to select and direct the working forces in accordance with the requirements determined by Management; to establish and change schedules and assignments; to transfer, promote or demote Represented Employees or to lay-off, terminate or otherwise relieve Represented Employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable work rules and regulations, and to take such measures as Management may determine to be necessary to the orderly, efficient and economical operation of the business including the right to subcontract.

ARTICLE IV: MINIMUM PAY SCALES

A. Freelance and “Run-Of-Show” NBC News Studios Producers and Freelance and “Run-Of-Show” Associate Producers shall be employed at the following minimum weekly base salaries:

	Effective as of 1/22/2022	Effective as of 6/10/2023	Effective as of 1/20/2024	Effective as of 1/18/2025
Associate Producers	\$1,061.21	\$1,093.05	\$1,125.84	\$1,159.61
Producers	\$2,122.42	\$2,186.09	\$2,251.67	\$2,319.22

ARTICLE V: WORK WEEK AND COMPENSATORY DAYS

A. A work week shall be defined as consisting of any five (5) contiguous days and as beginning at 12:01 A.M. Monday continuing until 12:00 P.M. Midnight the following Sunday.

B. While, because of the creative and professional nature of the producer’s and associate producer’s duties, no limitation shall apply to the days or hours of work of producers or associate producers, the Company will give producers and associate producers two (2) consecutive days off

each week. For this purpose, the last day of one (1) work week and the first day of the following work week shall be considered two (2) days off in one (1) week. However, in the event that a producer or associate producer, with prior management approval, works on a sixth and/or seventh day, he/she shall be compensated as provided herein. For each day so worked, the Company will schedule a compensatory day off within a one hundred eighty (180) day period following the day so worked.

C. If a producer or associate producer, with prior management approval, works in excess of fifty-five (55) hours in a work week, he/she shall be compensated as provided herein. Where obtaining prior management approval is not practicable, a producer or associate producer, may be required to provide management with a subsequent explanation of the necessity of such work and the impracticability of obtaining such approval. For a work week in which an associate producer or producer works in excess of fifty-five (55) hours, the Company will schedule a compensatory day off within a one hundred eighty (180) day period following the week so worked.

D. If the Company cannot schedule a compensatory day off within a one hundred eighty (180) day period, then a payment of one-fifth ($1/5^{\text{th}}$) of the producer's or associate producer's weekly salary shall be made for each compensatory day earned in lieu of a day off as provided above.

ARTICLE VI: HOLIDAYS

Employees hereunder may be required to work on a holiday. Employees who, with prior management approval, do work on New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, or Christmas Day shall receive one and one-half ($1 \frac{1}{2}$) times one-fifth ($1/5^{\text{th}}$) of the employee's basic weekly regular rate of pay in lieu of one-fifth ($1/5^{\text{th}}$) the employee's basic weekly regular rate. Employees who are scheduled to work during a workweek in which one of the aforementioned eight holidays fall, but do not work on such holiday will receive one-fifth ($1/5^{\text{th}}$) of their weekly regular rate of pay for such non-worked holiday.

ARTICLE VII: PAID TIME OFF

An individual who works under the provisions of this agreement for at least ninety (90) days in the twelve (12) calendar months immediately preceding December 31st of any year shall be entitled to accrue paid days off at a rate of one (1) day per thirty (30) days worked under this agreement, with a cap of eight (8) days accrued each calendar year. Individuals may carry over unused paid days off as accrued in this section into the following calendar year, but are not permitted to use more than eight (8) paid days off in any calendar year. Unused paid days off will not be paid out at termination. A paid day off shall be defined as one-fifth ($1/5^{\text{th}}$) of the employee's basic weekly regular rate of pay.

ARTICLE VIII: BENEFITS

A. Entertainment Industry Flex Plan

The Company shall contribute, on behalf of the employees in the bargaining unit thirty-five dollars (\$35.00), increasing to thirty-seven dollars (\$37.00) effective as of July 8, 2023; increasing to thirty-eight dollars (\$38.00) effective as January 20, 2024; and thirty-nine dollars (\$39.00) effective as of January 18, 2025 for each day worked to the Entertainment Industry Flex Plan and two dollars (\$2.00) for each day worked to the Entertainment Industry Flex 401k Plan. Contributions to both the Flex Plan and the Flex 401k Plan shall begin after an employee works thirty (30) days under this Agreement. The Entertainment Industry Flex Plan is a Trust, operated pursuant to the terms and provisions of written Trust Agreements. Payments of contributions to the Plan as herein provided shall be due the first day of each month for the previous month. Payment of contributions to The Plan is otherwise subject to the rules, regulations and procedures of the Plans.

B. Pre-Tax Commuter Benefits

Effective as of the beginning of the first full payroll period following the two-year anniversary of notice of ratification [January 15, 2021], and to the extent administratively feasible, the Company will permit employees in the bargaining unit to participate in its commuter tax benefit program on the same basis as it offers such participation to similarly situated non-WGAE represented employees.

The parties agree that any changes made to the program are automatically applicable to WGAE-represented members to the same extent as non-WGAE represented members. It is further agreed that the WGAE specifically waives any right to bargain over such changes. For purposes of this understanding, the term “changes” shall include, but not be limited to: the elimination, substitution, modification, replacement, merger and/or any other adjustment of the program for program participants in general.

ARTICLE IX: Reserved

ARTICLE X: NO DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee because of race, color, religion, sex, national origin, age, disability or any other characteristic protected by applicable federal, state or local law, in violation of such law, including but not limited to the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Uniformed Services Employment and Reemployment Rights Act, the New York State Human Rights Law, the New York City Human Rights Code, California Fair Employment and Housing Act, the Illinois Human Rights Act, or the District of Columbia Human Rights Act, or any other federal, state or local law prohibiting discrimination. It is understood that the preceding sentence will not affect the

Company's retirement policy nor will it be construed to prevent the Company from considering age when permitted to do so under applicable law.

ARTICLE XI: NO STRIKE

The Union agrees that, during the term of this Agreement: (1) it will not strike against, picket or boycott the Company nor directly or indirectly interfere with any of the Company's operations, (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet, or participate in any such strike, picketing, boycott, or interference with any of the Company's operations; (3) it will instruct its members to perform their functions with the Company and will at the same time instruct them not to strike against, picket, or boycott the Company. The Company agrees not to lock out employees during the term of this agreement.

ARTICLE XII: GRIEVANCE AND ARBITRATION PROCEDURE

A. A grievance will be defined as a dispute or complaint on the part of the Union or an Employee pertaining to an alleged breach of a specific provision of this Agreement by the Employer, and shall be processed and disposed of in the following manner:

Step 1: Within twenty-five (25) business days following the alleged occurrence giving rise to the grievance, the grievance shall be reduced to writing, signed by a Union Steward and/or the Union Business Agent or his designee, and be presented to the Employer's Step 1 designee. The written grievance at this Step will specify the specific provision of the contract alleged to be violated, and the relief requested. A grievance so presented in Step 1 shall be answered by the Employer in writing within ten (10) business days after its presentation. If a grievance is not presented within the aforementioned time period, it will be deemed untimely and abandoned.

Step 2: If the grievance is not settled in Step 1, the grievance must, within twenty-five (25) business days after the answer in Step 1, be presented in Step 2. If a grievance is not presented within the aforementioned time period, it will be deemed untimely and abandoned. A grievance at this step will be presented in writing to the Employer's Step 2 designee. Within ten (10) days after presenting the grievance at Step 2, the Employer or his designee and the Union Business Manager or his designee shall meet in an attempt to resolve the grievance. The Employer and or his designee shall render a decision in writing within ten (10) business days after meeting with the Union's representatives.

B. A grievance, as defined in the Grievance Procedure provision, which has not been resolved there under may, within twenty-five (25) business days after completion of Step 2 of the Grievance Procedure, be referred for arbitration by the Union (Employees shall have no independent right to arbitration) to an arbitrator selected in accordance with the Labor Arbitration Rules of the American Arbitration Association. If a grievance is not presented within the aforementioned time period, it will be deemed untimely and abandoned.

C. The fees and expenses of the Arbitrator shall be borne equally by the parties.

D. When the services of an Impartial Arbitrator are required, the parties will confer in an effort to agree upon a person to fill that position. If an agreement on this point is not reached within five (5) days after the conference, the Arbitrator shall be chosen from a list to be submitted by the American Arbitration Association. The decision of the Arbitrator, so chosen, shall be final and binding on the Employer, the Union and the Represented Employees covered by this Agreement, subject to enforcement or review in any court of competent jurisdiction. The decision of the Arbitrator must be based upon the express terms of this Agreement or any written supplementary Agreement, and he shall have no right to add to, subtract from, alter or in any way, modify the terms and conditions of this agreement. The arbitration shall be conducted pursuant to the Rules of the American Arbitration Association. A decision of the Arbitrator will be made in writing and rendered thirty (30) days after the close of the proceedings, when possible.

E. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved on the basis of the Employer's last answer and shall not thereafter be considered subject to the Grievance and Arbitration provisions of this Agreement. Time is of the essence; however, time limits may be extended by mutual agreement, in writing.

F. An employee covered by this Agreement may request that the Union file a grievance on his or her behalf, in accordance with the provisions of this Article, alleging that the Company has violated the No Discrimination provision, ARTICLE X of the Agreement. In the event that the Union does not file such a grievance within the time limits set forth herein above, whether because the employee does not request that such a grievance be filed within said time limits or otherwise, or does not refer such a timely-filed grievance to arbitration pursuant to the paragraph herein above, the aggrieved employee may submit his or her claim to the Company's mandatory dispute resolution program (currently called "Solutions"), provided such claim complies with the provisions of such program. The process described in this sub paragraph shall provide the sole and exclusive procedure for resolution of such claims, and neither the Union nor any aggrieved employee may file an action or complaint in court on any claim that arises under the No Discrimination provision, ARTICLE X of this Agreement, having expressly waived the right to so file. The arbitrator's decision, in the case of a claim brought by the Union, or the employee through the Company's mandatory dispute resolution program, shall provide the final, binding and exclusive determination of such claim, subject only to appeal in accordance with the Federal Arbitration Act. The Union shall continue to be the exclusive bargaining representative of bargaining unit employees on any matter hereinabove submitted pursuant to the Company's mandatory dispute resolution program (currently called "Solutions").

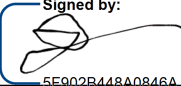
ARTICLE XIII: TITLE

This Agreement shall be known as "2022 – 2026 NBC News Studios – WGAE Collective Bargaining Agreement."


ARTICLE XIV: TERM

This Agreement shall be effective as of January 15, 2022 and shall continue to and include January 14, 2026. Negotiation for amended terms of this Agreement shall begin upon written request of either party no later than sixty (60) days prior to January 14, 2026.

WRITERS GUILD OF AMERICA, EAST

Signed by:
By: 
5F902B448A0846A...
Phil Andrews, Deputy Director
Organizing and Non-Fiction

NBC News Studios

DocuSigned by:

By: 57A5E16F1D704F7...
Erika Niner, Director, Labor
Relations

Sideletter #1

January 15, 2019

Lowell Peterson
Executive Director, Writers Guild of America – East
250 Hudson Street, Suite 700
New York, New York 10013

Re: Transition Off of Company Benefits to the Entertainment Industry Flex Plan

Dear Lowell,

1. Any Peacock Employee who, as of **January 15, 2019**, is eligible for and enrolled in the Company’s Medical, Dental, and/or Vision plan(s) shall remain eligible until (i) the employee no longer is offered and accepts a work schedule that makes him or her eligible or otherwise ceases active participation in such plan(s), or (ii) **July 15, 2019**, whichever occurs first. No one covered under this collective bargaining agreement shall be enrolled in the Company’s Medical, Dental, or Vision plan(s) six (6) months after the Ratification Date. Changes in the Company’s Medical, Dental, or Vision Plan(s) made during the interim period between January 15, 2019 and July 15, 2019, which apply to other exempt freelance employees of NBCUniversal who are eligible for such plan(s) shall automatically apply under the same terms and conditions to employees eligible by virtue of this provision. Any claim of an employee concerning the terms or application of this plan must be raised and provided in the plan and shall not be subject to the provisions of the Grievance and Arbitration Procedure.

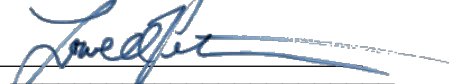
2. Transition from Company Benefits. On **June 15, 2019**, the Company will make a one-time contribution to the Entertainment Industry Flex Plan of three hundred dollars (\$300.00) on behalf of all employees who worked at least thirty (30) days under this Agreement as of May 15, 2019. Employees will not be able to utilize the three hundred dollar (\$300) contribution until they have transitioned off of PEP and are on the Entertainment Industry Flex Plan. As of January 15, 2019, no further employee contributions to the Company 401(k) plan will be permitted based on earnings under this Agreement and eligibility to participate in the Employee Stock Purchase Plan will cease. Any individual who is eligible for EIFP contributions is not eligible to receive COBRA benefits continuation.

Peacock Productions

BY: 

Neil Mukho, VP Labor Relations

ACCEPTED AND AGREED:



Lowell Peterson, Executive Director WGAE

Date: _____

Sideletter #2

January 15, 2019

Lowell Peterson
Executive Director, Writers Guild of America – East
250 Hudson Street, Suite 700
New York, New York 10013

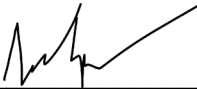
Re: Affordable Care Act Compliance

Dear Lowell,

The Company, in its sole discretion, may elect to cease making contributions to the Health Fund if at any time the Health Fund has failed to comply with the Patient Protection and Affordable Care Act of 2012, along with the accompanying regulations, FAQs and other implementation advice supplied by the various responsible government agencies (“ACA”) in a manner that would result in the Company’s liability for a “shared responsibility” payment or any in other Company liability.

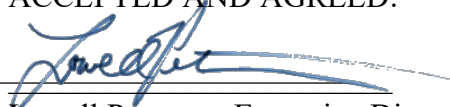
In the event that the Company elects to cease making contributions as provided above, it shall have the right, without any obligation to bargain with the union, to place employees who qualify as full-time employees under the ACA into a Company-sponsored health plan that satisfies the obligations of the ACA.

NBC News Studios

BY: 

Neil Mukho, VP Labor Relations

ACCEPTED AND AGREED:



Lowell Peterson, Executive Director WGAE

Date: _____

Sideletter #3 - RESERVED

Sideletter #4

September 29, 2020

Lowell Peterson

Executive Director, Writers Guild of America – East
250 Hudson Street, Suite 700

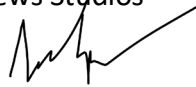
New York, New York 10013

Re: Settlement Stipulation

Dear Lowell,

Pursuant to the Settlement Stipulation (“Stipulation”) executed between NBC News Studios and the WGAE (“Guild”) on August 3, 2020, all references to Peacock Productions in the 2018-2022 Collective Bargaining Agreement (“CBA”) between Peacock Productions and the Guild shall be deemed modified to reflect NBC News Studios. Furthermore, the Recognition clause (Article I) in the CBA shall be deemed modified to reflect the agreement reached in paragraph 6 of such Stipulation. This Sideletter does not expand nor alter any agreement reached between the parties in the Stipulation.

NBC News Studios



BY: _____

Neil Mukho, VP Labor Relations

ACCEPTED AND AGREED:



Lowell Peterson, Executive Director WGAE

Date: 10/13/2020

