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**2018 – 2021 NBC - WGA  
STAFF RADIO AND TELEVISION  
PROMOTION WRITERS CONTRACT  
NEW YORK**

**Writers Guild of America, East, AFL-CIO**

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## TABLE OF CONTENTS

ARTICLE	PAGE
I. SCOPE OF AGREEMENT .....	1
II. WARRANTY AND RECOGNITION.....	2
III. UNION SHOP.....	2
IV. INDIVIDUAL CONTRACTS .....	2
V. NO TRANSFER OF RESPONSIBILITY.....	2
VI. DEDUCTIONS .....	3
VII. SALARIES.....	3
VIII. BENEFITS AND INSURANCE.....	4
IX. WORK WEEK.....	6
X. VACATIONS AND HOLIDAYS.....	7
XI. SEVERANCE .....	9
XII. SEVERANCE PAY .....	12
XIII. SICK LEAVES AND PERSONAL DAYS .....	13
XIV. LEAVES OF ABSENCE .....	13
XV. CHILD REARING LEAVE.....	13
XVI. MATERIAL DEFINITIONS .....	13
XVII. NON-BROADCAST MATERIALS.....	14
XVIII. MATERIALS PRODUCED FOR THE COMPANY .....	14
XIX. MATERIALS PRODUCED ON WRITER'S OWN TIME .....	14
XX. PACKAGE SERVICES.....	15
XXI. SUBSIDIARY RIGHTS .....	15
XXII. EXISTING CONTRACTS MODIFIED .....	15

XXIII.	GRIEVANCE AND ARBITRATION PROCEDURE .....	16
XXIV.	BULLETIN BOARDS .....	18
XXV.	NO STRIKES - NO LOCKOUTS .....	18
XXVI.	DINNER ALLOWANCE .....	18
XXVII.	TRANSPORTATION AND EXPENSES .....	18
XXVIII.	EMPLOYMENT NOTICES .....	19
XXIX.	MILITARY LEAVE .....	19
XXX.	WORKING CONDITIONS .....	20
XXXI.	TITLE .....	20
XXXII.	RENEWAL NEGOTIATIONS .....	20
XXXIII.	TEMPORARY EMPLOYEES .....	20
XXXIV.	SEPARABILITY .....	21
XXXV.	DUES CHECK-OFF .....	21
XXXVI.	EFFECTIVE DATES AND DURATION CLAUSE .....	22
XXXVII.	NO DISCRIMINATION .....	22
SIDELETTER #1:	LAY-OFF AND DISCHARGE .....	24
SIDELETTER #2:	HIRING PREFERENCE .....	25
SIDELETTER #3:	NEW YORK STATE HOLIDAY ACT .....	25
SIDELETTER #4:	GRIEVANCE AND ARBITRATION .....	25
SIDELETTER #5:	WRITTEN WORK-RELATED COMPLAINTS .....	25
SIDELETTER #6:	SCHEDULING OF PERSONAL TIME .....	26
SIDELETTER #7:	NEW EQUIPMENT & TECHNOLOGY .....	26
SIDELETTER #8:	RESERVED .....	26

SIDELETTER #9: NEW YORK CITY EARNED SICK TIME ACT .....	26
SIDELETTER #10: UNION REPRESENTATIVES SAVINGS & SECURITY PROGRAM AGREEMENT BETWEEN NATIONAL BROADCASTING COMPANY AND WRITERS GUILD OF AMERICA, EAST, INC. ....	26
SIDELETTER #11: UNION REPRESENTATIVES PENSION AGREEMENT BETWEEN NATIONAL BROADCASTING COMPANY AND WRITERS GUILD OF AMERICA, EAST, INC. ....	28
SIDELETTER #12: DAILY HIRE EMPLOYEES .....	29
SIDELETTER #13: DAILY RATE IMPACT ON STAFF .....	30
SIDELETTER #14: RESERVED .....	30
SIDELETTER #15: RESERVED .....	30
SIDELETTER #16: TECHNICAL DUTIES .....	31
SIDELETTER #17 .....	31
SIDELETTER #18 .....	31



AGREEMENT made as of the 15th day of October, 2018, by and between the WRITERS GUILD OF AMERICA, EAST, INC. a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, Suite 700, New York, N.Y. 10013 (hereafter called the "Union"), acting on behalf of itself and the WRITERS GUILD OF AMERICA, WEST, INC., a corporation duly organized and existing under and by virtue of the laws of the State of California, having its principal office at 8955 Beverly Boulevard, Los Angeles, California 90048, and affiliated with the Union, and also acting on behalf of the present and future members of the Union who are or may be employed as staff radio and television promotion writers (as hereafter more particularly defined), and the NATIONAL BROADCASTING COMPANY, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having its principal office at 30 Rockefeller Plaza, New York, New York 10112 (hereafter called the "Company").

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

## **ARTICLE I SCOPE OF AGREEMENT**

This Agreement applies to and it is limited in its application to staff promotion writers (who write promotional material designed to be broadcast) employed by National Broadcasting Company, Inc., New York, New York, excluding department heads, managers or immediate assistants to department heads or managers, and all other supervisors as defined in the Act.

The term "staff promotion writers" (hereinafter sometimes referred to as "staff writers", "writer(s)" or "employee(s)") shall mean all persons employed on the staff of the Company in New York City on salary to write promotional material designed to be broadcast, whether live or pre-recorded, or auditions therefore. The term shall not include department heads, managers, or their immediate assistants who do not regularly write promotional material designed to be broadcast.

The term "write" shall include writing, rewriting, condensing, processing, editing, or otherwise treating material for promotional purposes (i.e., Producing). The making of minor or incidental changes and/or revisions in promotional material written by others shall not be construed as the performance of writing services within the scope of this Agreement.

Staff promotion writers covered by this Agreement may also be called upon, as part of their salaried duties, to perform such other duties or functions as may be related or incidental to writing, including but not limited to promotions and presentations, radio promotions, marketing writing featurettes, fall preview campaigns, affiliate presentations, employee presentations, program fills, pre-empts and show openings. It is expressly understood that staff promotion writers may be assigned to perform duties required for the production of promotions intended for original release in supplemental markets (including but not limited to basic or pay cable, cassette, internet, webcasts or "in-flight") or foreign markets. It is expressly understood that to the extent the duties or functions referenced in this paragraph do not constitute writing promotional material designed to be broadcast, whether live or prerecorded, or auditions therefore, such duties or functions shall not be deemed within the exclusive jurisdiction of the bargaining unit but may be permissively assigned by management in its sole and exclusive discretion.

The Company will not ask staff promotion writers to write commercial copy.

## **ARTICLE II WARRANTY AND RECOGNITION**

The Union warrants that it represents for collective bargaining purposes and will continue, for the duration of this Agreement, to represent for such purposes the majority of the staff writers employed by the Company in New York City. The Company recognizes the Union as the sole and exclusive collective bargaining agency for all persons employed by the Company as staff writers in New York City.

## **ARTICLE III UNION SHOP**

A. The Company agrees that it will not continue any writer 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 after the effective date of this Agreement or within thirty (30) days following the beginning of his/her employment as a staff writer, whichever date is later.

B. Nothing in this Article III shall be construed to require the Company to cease employing or refrain from employing any writer if the Company has reasonable grounds for believing that:

1. Membership in the Union was not available to such writer on the same terms and conditions generally applicable to other members; or

2. Such writer's membership in the Union was denied or terminated, or he/she was placed in bad standing for reasons other than failure of the writer to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

C. The Company shall advise all new employees covered by this Agreement of the Union Security provisions contained therein and shall furnish the employee with a copy of the Union Security provision. In addition, the Company shall refer the employee to the Guild office for information.

## **ARTICLE IV INDIVIDUAL CONTRACTS**

The Company agrees that it will not enter into a contract with or employ, any staff writer on terms and conditions less favorable to him/her than those set forth in this Agreement. Only the Union and the Company shall have the right to waive any of the provisions of this Agreement, provided however, that the Company may only waive those rights and benefits which it has under this Agreement, and the Union may only waive those rights and benefits which it, or any of its members, has under this Agreement. The terms of this Agreement are minimum and the Company agrees that nothing herein contained shall prevent a staff writer from negotiating or obtaining better terms than the minimums herein provided.

**ARTICLE V**  
**NO TRANSFER OF RESPONSIBILITY**

The Company agrees that it will not, for the purposes of defeating or evading this Agreement, transfer responsibility to any third party for any part thereof, nor change its operations or transfer its operations in whole or in part to other places.

This Agreement shall be binding upon the parties, their successors and their assigns.

**ARTICLE VI**  
**DEDUCTIONS**

No deductions directly or indirectly shall be made from the staff salaries of staff writers except for withholdings or deductions which are required by law or are provided for in this Agreement, and except for deductions for hospitalization and other employee benefits where mutually agreed upon between the writer and the Company.

**ARTICLE VII**  
**SALARIES**

Staff writers employed by the Company shall be employed at the following minimum salaries:

	<u>4/6/18</u>	<u>10/25/19</u>	<u>10/23/20</u>
A. Writers			
1. Junior Writers (Local)	\$ 643.50	\$ 656.37	\$ 669.50
Junior Writers (Network)	\$ 681.12	\$ 694.74	\$ 708.63
2. Associate Writer/Producer (Local)			
0-1 Year	\$ 981.77	\$1,001.40	\$1,021.43
Over 1 Year	\$ 1,143.05	\$1,165.91	\$1,189.23
3. Associate Writer/Producer (Network)			
0-1 Year	\$1,018.03	\$1,038.39	\$1,059.15
Over 1 Year	\$1,177.95	\$1,201.51	\$1,225.54
B. Local Writer/Producer			
0-1 Year	\$1,360.88	\$1,388.10	\$1,415.86
Over 1 Year	\$1,502.68	\$1,532.73	\$1,563.39
C. Network Writer/Producer			
0-1 Year	\$1,523.52	\$1,553.99	\$1,585.07
1-2 Years	\$1,610.66	\$1,642.87	\$1,675.73
Over 2 Years	\$1,852.04	\$1,889.08	\$1,926.86
D. Senior Writer/Producer			
Local	\$1,737.84	\$1,772.60	\$1,808.05

Network	\$1,984.63	\$2,024.32	\$2,064.81
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E. An employee may not be classified as a "Junior Writer" for more than one (1) year, following which time he/she shall be re-classified as "Associate Writer/Producer" in the 0-1 year step of the escalator.

F. The rates under Paragraph D of this Article (Senior Writer/Producer) are applicable to those Writers currently designated as Senior Writer/Producers (Network) for the life of this Contract, or to others who may be designated as Senior Writer/Producers, Local or Network, (or temporarily upgraded to Senior Writer Producer) during the term of this Agreement, at the Company's discretion. If during the term of the 2018 - 2021 NBC-WGA Staff Promotion Writers Contract any employee so designated ceases to be employed within the unit, the above rate shall not be applicable to his or her replacement but the position shall remain as a promotional opportunity which may be filled at the Company's discretion.

G. Upgrades. The Company may temporarily upgrade a writer or writer/producer to reflect the work that writer or writer/producer is assigned.

## ARTICLE VIII BENEFITS AND INSURANCE

8.1 The Comcast Corporation Retirement – Investment Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.2 The NBCUniversal Medical and Prescription Drug Coverage Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.3 The NBCUniversal Dental Coverage Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.4 The NBCUniversal Postretirement Medical and Death Benefit Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.5 The NBCUniversal Life and Accident Coverage Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.6 The NBCUniversal Disability Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.7 The NBCUniversal Employee Assistance Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

8.8 The NBCUniversal Vision Care Coverage Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.9 The NBCUniversal Adoption Assistance Program shall be applicable to the staff employees

covered by this Agreement in accordance with the terms of that Program.

8.10 The NBCUniversal Voluntary Benefits Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.11 The NBCUniversal Emergency and Family Aid Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.12 The NBCUniversal Education Assistance/Individual Development Program shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Program.

8.13 The NBCUniversal Business Travel Accident Plan shall be applicable to the staff employees covered by this Agreement in accordance with the terms of that Plan.

8.14 Changes in any of the Comcast Plans or NBCU Plans, Policies or Programs specified in Article VIII (the "NBCU Plans"), made during the term of this agreement which apply to staff employees of NBC Universal shall automatically be applicable under the same terms and conditions to eligible staff employees covered by this agreement. The Union will be notified of such changes to the Comcast Plans or NBCU Plans. The Company will supply the union, upon request, with a copy of each of the Comcast Plans or NBCU Plans specified in this Article.

8.15 The claim of an employee concerning rights under the terms of the Comcast Plans or NBCU Plans listed above may be processed in accordance with the grievance procedure as set forth in the collective bargaining agreement between the parties but shall not be subject to arbitration except by mutual agreement.

8.16 The Company and the Union, having negotiated concerning the subject of employee benefits, each waives the right to require that the other bargain collectively concerning any and all matters relating thereto during the term of this Agreement. However, nothing shall limit the rights of the plan sponsors of the Comcast Plans and/or NBCU Plans to unilaterally modify or make changes in the Comcast Plans and/or NBCU Plans referenced in this Article.

8.17 Nothing in this Article or in the plans, policies or programs referred to herein shall cause any member plan participant, dependent, or beneficiary to receive duplicate benefits with respect to the same condition or period of time.

**[Note: In the course of negotiations for the 2006-2009 collective bargaining agreement, the parties agreed to delete the Memorandum of Agreement on Pension and Welfare Plans which had included historical references to how certain employee benefits were provided or administered under plans that may have been applicable to certain staff employees covered under the Agreement. Prior collective bargaining agreements set forth this historical information. ]**

## **ARTICLE IX WORK WEEK**

A. While, because of the creative and professional nature of the writer's duties, no limitation shall apply to the days or hours of work of writers, the Company will give writers two (2) consecutive days off each week. However, in the event a writer, with prior management approval, works on a sixth and/or seventh day, compensating time off must be given on the following basis:

1. For each day so worked, the Company may give the writer a day off within the sixty (60) day period following the day so worked. However, if mutually agreeable between the Company and writer and such request is made within one (1) week of working on a day off, a money payment of one-quarter ( $\frac{1}{4}$ ) of the writer's basic weekly staff salary may be made to the writer for each day so worked in lieu of a day off as provided above.

2. If the Company does not give the writer a day off within such sixty (60) day period, a day shall be added to the writer's vacation. However, a money payment of one-quarter ( $\frac{1}{4}$ ) of the writer's basic weekly staff salary shall be made in lieu of adding such a day to the writer's vacation if, within two (2) weeks after expiration of such sixty (60) day period, the Company or the writer gives the other notice that such payment is to be made, in which event the payment shall be made at the next biweekly payroll date.

Where a writer is required to work on a sixth or seventh day, he/she shall be credited with at least a full day for each day so worked.

B. If a writer, with prior management approval, works extended hours, he/she shall be compensated as provided herein. Where obtaining prior management approval is not practicable, a writer, may be required to provide management with a subsequent explanation of the necessity of such work and the impracticability of obtaining such approval.

1. If a writer works in excess of twelve (12) but not more than sixteen (16) consecutive hours, he/she shall receive, in addition to his/her regular compensation, a payment of ninety dollars (\$90.00), increased to One Hundred and Ten Dollars (\$110.00) effective August 19th, 2006.

2. If a writer works in excess of sixteen (16) but not more than twenty-four (24) consecutive hours, the Company may give the writer a day off within the sixty (60) day period following the day so worked. However, if mutually agreeable between the Company and the writer and such request is made within one (1) week of working in excess of sixteen (16) but not more than twenty-four (24) consecutive hours, a money payment of Two Hundred and Fifty Dollars (\$250.00) may be made to the writer for each day so worked in lieu of a day off as provided above. If the Company does not give the writer a day off within such sixty (60) day period, a day may be added to the writer's vacation if mutually agreeable between the Company and the writer.

3. If a writer works in excess of twenty-four (24) consecutive hours, he/she shall receive, in addition to his/her regular compensation, a payment of ninety dollars (\$90.00), increased to One Hundred and Ten Dollars (\$110.00) effective August 19th, 2006 in addition to a compensatory day off within the sixty (60) day period following the day so worked.

However, if mutually agreeable between the Company and writer and such request is made within one (1) week of working in excess of twenty-four (24) consecutive hours, a money payment of Two Hundred and Fifty Dollars (\$250.00) may be made to the writer for each day so worked in lieu of a day off as provided above. If the Company does not give the writer a day off within such sixty (60) day period, a day may be added to the writer's vacation if mutually agreeable between the Company and the writer.

4. If a writer works in excess of twelve (12) consecutive days, for all such days worked in excess of twelve (12) and until such time as the writer has received a day off, he/she shall receive, in lieu of all other contractual compensation above the applicable minimum salary, one-third (1/3) of his/her basic weekly staff salary.

C. If, at any time in the opinion of a writer or the Union such writer is required to work an unreasonable number of hours during any day or week, or is given an unreasonable workload, the matter shall be taken up under the grievance and arbitration machinery hereunder.

## **ARTICLE X VACATIONS AND HOLIDAYS**

A. Vacations. The Company will grant vacations to employees covered by this Agreement as follows: Employees who are on the payroll as of the last Friday of December of any year shall be entitled to vacation with pay in the succeeding year as follows:

<u>Total Company Seniority as of the Last Friday in December</u>	<u>Weeks of Vacation With Pay in Succeeding Year</u>
Less than 5 years	2 weeks
5 years but less than 15 years	3 weeks
15 years but less than 20 years	4 weeks
20 years but less than 30 years	5 weeks
30 years or more	6 weeks

1. An employee placed on the payroll after the last Friday in December of any year but prior to March 31 inclusive of the succeeding year, will be entitled to one week's vacation in that succeeding year once he/she has obtained three months or more of service.

2. If an employee's vacation entitlement for the year is two (2) weeks or more, such employee may take his vacation during such year in two parts, with a minimum unit of one week. The Company agrees to give reasonable consideration to further splits in units of at least one week.

3. If, at the request of the Company, a staff writer is recalled from his/her vacation, or is required by the Company to change or postpone an approved vacation, in order to accept an assignment by the Company, he/she shall be reimbursed for any costs reasonably attributable to the interruption or change of his/her vacation. A staff writer who is recalled from his/her vacation shall receive the unused portion of this vacation on completion of such assignment, or as soon thereafter as practicable. In



addition, such employee shall receive one (1) additional day of vacation for each day he/she is required to work during the scheduled part of his/her vacation up to a maximum of five (5) additional days. Company policies prohibiting the carryover of vacation from one year to the next shall not apply to days to which the employee is entitled under this paragraph.

4. In accordance with Company policy, with prior management approval a maximum of five (5) days vacation which has not been taken by an Employee during a calendar year may be carried over to the next calendar year.

5. A staff employee whose employment is terminated for any reason, including resignation, shall receive the full amount of vacation due him/her at that time.

6. In accordance with Company policy, the periods of previously accumulated service credit lost by breaks in service will be restored for vacation purposes after three (3) years of continuous service following re-employment. An Employee will not be given service credit for the time between the termination and the date of re-employment.

B. Prior to the start of the calendar year, the Guild shop steward or other Guild representative may meet with the appropriate Company officials to discuss the Company's plans for the scheduling of vacations for the writers covered by this Agreement. It is understood and agreed that with respect to the scheduling of vacations and the necessity for vacation replacements, the Company's decision shall be final, except that if two weeks prior to the weekly work assignment in question, or thereafter, the Union or a writer is of the opinion that such writer will be required to work an unreasonable number of hours as a result of the vacation work schedule for such week, the matter may be taken up under the grievance and arbitration machinery of this Agreement.

C. Holidays. Employees shall celebrate the same holidays as the Company, provided, there may be no fewer than ten (10) holidays in every year. Holidays will be designated in December of the prior year. Each year the WGA shall receive a copy of the holiday schedule when it is published.

Employees hereunder may be required to work on a holiday. Employees who do work on any such holiday, with prior management approval will be entitled to, in addition to his/her regular compensation, a compensatory day off and a payment of Seventy Dollars (\$70.00). Employees who work on Thanksgiving, Christmas, or New Years Day shall be entitled to, in addition to his/her regular compensation, a compensatory day off and a payment of One Hundred Dollars (\$100.00).

In the event one of the aforementioned holidays coincides with an employee's scheduled day off, he/she shall be granted another day off.

In the event one of the aforementioned holidays should occur during an employee's scheduled vacation period, one day shall be added to his/her vacation time period.

## **ARTICLE XI SEVERANCE**

A. Notice of Layoff or Discharge. For all "lay-offs" (severance of employment without the intent to replace the writer dismissed), all discharges for "incompetence," as hereinafter referred to in Paragraph F



hereof, and all discharges for "cause," as hereinafter referred to in Paragraph D hereof, the Company agrees to notify the Union at its offices before officially notifying the writer concerned of the proposed termination. Where such notification to the Union has been oral, it will be confirmed in writing. At the Union's request the Company agrees to meet immediately with the Union to discuss the question, and, if no agreement can be reached at such meeting, the Union shall have the right to meet with the immediate supervisor of the writer concerned, his Acting Department Head, and/or such Company executives as the Company has designated, for the purpose of discussing the situation; provided that such meetings are held not later than fourteen (14) calendar days from the date the Union has been notified of the proposed termination, unless the Company has been unable to meet with the Union as requested within such fourteen (14) calendar days. The writer may not be severed from the payroll sooner than fourteen (14) calendar days from the date the Union was first notified, unless the Union consents to such earlier severance, but may be severed at any time on or after the end of such fourteen (14) calendar days unless the Company has agreed otherwise, or unless the Company has occasioned the delay in meeting beyond such fourteen (14) calendar days. Any Employee who is laid off shall receive fourteen (14) days notice of such lay-off or fourteen (14) days pay in lieu of such notice. Any such payment shall be prorated when less than fourteen (14) days notice is given, but such payment shall not be offset against severance pay.

It is understood that with respect to "lay-offs" and discharges for "incompetence" final decision is to remain with the Company and such decision shall not be subject to arbitration, except as otherwise provided in Paragraphs B and F respectively hereof. The Union shall neither notify the employee nor discuss the matter with the employee prior to notification to the employee by the Company. The grievance meeting provided for in the Grievance and Arbitration articles of this Agreement may be waived as a prerequisite to arbitration by mutual consent of the Company and the Union provided that the meeting herein before referred to in this Article has been held.

B. Layoffs. In any lay-offs, if any writer who has been employed as a writer by the Company for eighteen (18) or more months is laid off rather than a writer with less service, the Union may invoke the arbitration clause of this contract, and the arbitrator shall determine whether in the light of the comparative abilities of the writers affected, the Company was justified in selecting the writer it did for lay-off. The lay-off, however, shall take effect as of the date originally selected by the Company, or within fourteen (14) calendar days after the Company's first notification to the Union of such lay-off, whichever date is later. The Company need not retain any such writer in its employ during the period of arbitration, but in the event that the writer has not been retained and the arbitration award is in his/her favor, he/she shall be entitled to receive the net wages (as hereinafter defined in Paragraph I hereof) lost by him/her during such period. Such period shall on his/her reinstatement be credited for all seniority purposes under this contract.

C. Re-Employment of Laid Off Employees.

1. In the event of a lay-off, as described in Paragraph A hereof, if the employee laid off is replaced at any time within one (1) year from the date of such lay-off, the Company agrees that such employee, if he/she is then available, will be given preferential consideration for re-employment and if such employee is re-employed he/she shall be restored to the salary and seniority he/she had as of the date of the lay-off. Such re-employed writer shall be credited with his/her previous service for vacation purposes. The Company's decision on re-employment of any such employee, however, shall be final and shall not be subject to arbitration.

2. Recall notices shall be sent via certified mail, telegram or mailgram to the last home address furnished by the Employee. A copy of such notice shall be sent to the Union at the same time. Any Employee so notified must advise the Employer within fourteen (14) days of his/her receipt of the recall notice whether he/she intends to return to work. If so, the Employee must report for work within fourteen (14) days of his/her receipt of the recall notice. Any Employee so notified who does not elect to accept an offer of permanent employment shall retain his/her place on the recall list. No Employee shall remain on the recall list for a period in excess of one (1) year.

D. Discharge For Cause. The Company shall have the right to discharge an employee for cause. (The word "cause" as used herein shall not include insubordination, dishonesty, drunkenness or gross misconduct, which are covered by Paragraph E hereof, or incompetence, which is covered by Paragraph F hereof.) Such discharge may be submitted to arbitration under the provisions of Article XXIII hereof within thirty (30) days following the date of discharge. If the final decision of the arbitrator is that cause did not exist for the discharge, he/she shall make such award as he/she deems appropriate under the circumstances of the case.

E. Discharge For Gross Misconduct. The Company shall have the right to discharge an employee immediately for insubordination, dishonesty, drunkenness or gross misconduct. If the Union notifies the Company within ten (10) days after such discharge that in its opinion such discharge is not justified, such discharge may be submitted to grievance procedure and arbitration under the provisions of Article XXIII hereof. If the final decision of the arbitrator is that the discharge was not justified, the arbitrator shall order the reinstatement of the employee involved to the position held by him/her with his/her seniority standing and all other rights unimpaired (unless in the interval his/her position has been eliminated or unless the arbitrator finds that the employee's conduct, subsequent to his/her discharge, would justify his/her discharge) and with or without an award for the net wages (as hereinafter defined in Paragraph I hereof) lost by him/her either in whole or in part, as may be decided by the arbitrator.

F. Discharge For Incompetence. The discharge of any employee who is discharged for inability or unwillingness to satisfactorily perform the duties and responsibilities of his or her position (including, but not limited to, discharges because of chronic attendance problems) shall be subject to the following terms and conditions:

1. Prior to the effectuation of any discharge hereunder, an employee whose performance has not been consistently satisfactory shall be so notified and, thereafter, be afforded a reasonable opportunity, to establish and maintain such a level of performance. However, in the event that the employee has not been previously notified that his or her performance has not been consistently satisfactory he or she may not be discharged until having been given at least twelve (12) weeks to establish and maintain a satisfactory level of performance.

2. In lieu of arbitration, said dischargee may accept a termination hereunder and, in that event, shall receive an additional severance payment of two (2) weeks per year for each year of service, together with a termination package of job counseling, appropriate references, out-placement and other related employment services, all to be provided by or through the Company. Upon his or her acceptance of a termination hereunder, the discharge shall also be deemed to have been given four (4) weeks advance notice of discharge which period shall be converted to pay in lieu of notice. In addition, the Company will not oppose any application for unemployment insurance. In consideration of the

foregoing, said dischargee and the Union shall immediately execute a general release drafted by and satisfactory to the Company.

3. If a discharge hereunder is arbitrated, the Company's determination shall be sustained unless the Union proves that the classification of said discharge under this Section F is a pretext for some other reason, or that such determination, though not a pretext, is arbitrary or capricious. In any such proceeding, the arbitrator may not substitute his or her judgment for that of the Company and the Company shall be accorded a presumption that its classification of the discharge and its substantive determination were reasonable and made in good faith.

4. In the event that the determination hereunder is sustained in arbitration, the Company shall have no obligation to provide the dischargee with any additional severance payment or notice pay provided in subparagraph (2) above or to provide any of the other benefits in such subparagraph.

5. It is expressly understood and agreed that the Company has no obligation to find or attempt to find a dischargee hereunder any other position, or to train said dischargee to perform any job or assignment, including his or her present job or assignment, as a condition of sustaining the discharge.

6. Neither the acceptance of any termination nor any arbitration awards rendered hereunder may be cited in any other arbitration.

G. Estoppel. Acceptance by a writer of severance pay shall not constitute an estoppel.

H. Transfer. In the event the Company should transfer any employee covered by this Agreement to a position not covered by this Agreement the Company will notify the Union of such transfer.

I. Net Wages. The term "net wages", as used in Paragraphs B, E, and F hereof, shall mean the wages the writer would have earned from the Company less such earnings (before withholding for Federal and State taxes) as he/she may have received for services rendered during the period he/she would otherwise have spent in the service of the Company.

J. Separate Seniority. There shall be separate seniority lists for Network and Local employees employed under this contract.

K. Probation Period. The probation period for all employees hired after the effective date of this Agreement shall be twelve (12) months. An employee may be severed without cause during such probation period and such severance shall not be subject to arbitration.

L. The Company may offer an incentive over and above regular severance benefits to be given to any employee the Company selects in consideration of the employee voluntarily resigning or retiring, hereinafter referred to as "enhanced severance." Such enhanced severance shall consist of an additional fifty percent (50%) of the amount of severance pay to which he/she would be entitled to pursuant to Article XII, provided that the total amount of severance pay shall be capped at fifty-two (52) weeks. Any employee who accepts such enhanced severance shall be required to immediately execute a general release in a form determined by and acceptable to the Company."

## ARTICLE XII SEVERANCE PAY

A. The Company will pay to writers, who are released other than for insubordination, dishonesty, drunkenness or gross misconduct, severance pay in the amount specified below:

<u>Basic Service Credit Over:</u>	<u>To and Including:</u>	<u>Salary Payment:</u>
0 months	6 months	2 weeks
6 months	4 years	4 weeks
4 years	5 years	5 weeks
5 years	6 years	6 weeks
6 years	7 years	7 weeks
7 years	8 years	8 weeks
8 years	9 years	9 weeks
9 years	10 years	10 weeks
10 years	11 years	11 weeks
11 years	12 years	12 weeks
12 years	13 years	13 weeks
13 years	14 years	14 weeks
14 years	15 years	15 weeks
15 years	16 years	16 weeks
16 years	17 years	17 weeks
17 years	18 years	18 weeks
18 years	19 years	19 weeks
19 years	20 years	20 weeks
20 years	21 years	22 weeks
21 years	22 years	24 weeks
22 years	23 years	26 weeks
23 years	24 years	28 weeks
24 years	25 years	30 weeks
25 years	26 years	32 weeks
26 years	27 years	34 weeks
27 years	28 years	36 weeks
28 years	29 years	38 weeks
29 years	30 years	40 weeks
30 years	31 years	42 weeks
31 years	32 years	44 weeks
32 years	33 years	46 weeks
33 years	34 years	48 weeks
34 years	35 years	50 weeks
35 years	and up	52 weeks

B. Writers shall be eligible to receive all of the severance pay that he/she has accrued prior to April 6, 2015 without being required to execute a general release in a form determined by and acceptable to the Company ("general release"); and severance pay that is accrued on or after April 6, 2015 shall be conditioned upon execution of a general release.

**ARTICLE XIII  
SICK LEAVES AND PERSONAL DAYS**

- A. The Company agrees to grant to writers sick leaves in accordance with the Company policy prevailing at the time.
- B. The Company agrees to grant to writers personal days in accordance with the Company policy prevailing at the time.

**ARTICLE XIV  
LEAVES OF ABSENCE**

- A. The Company may in its discretion grant leaves of absence without pay to writers requesting such leaves. If, in the opinion of the writer and the Union, a request has not been granted where justifiable reason exists, the matter may be taken up under the grievance machinery, but shall not be subject to arbitration. Upon resumption of employment after leave of absence, the period of service prior to such absence shall be included in determining length of service for the purposes of salary, vacation, sick leave, severance, severance pay, re-employment, and, subject to the provisions of any applicable pension and insurance plans, pension and insurance.
- B. The Company's policy regarding leaves of absence for death or serious illness in employee's immediate family shall be applicable to employees hereunder.
- C. The Company's policy regarding Jury duty shall be applicable to employees hereunder.
- D. In the event Federal or State legislation offers greater benefits than those set forth herein, provisions offering such benefits shall govern.

(See also Attachment in back of Agreement.)

**ARTICLE XV  
CHILD REARING LEAVE**

Child rearing leave will be granted in accordance with Company policy.

**ARTICLE XVI  
MATERIAL DEFINITIONS**

The following terms shall have the meaning ascribed to them in this Article XVI wherever such terms are used in Articles XVII, XVIII, XIX, XX and XXI hereof.

(a) The term "materials" includes all scripts, continuities, poems, plots, titles, characters, ideas, and literary work of whatever nature.

(b) The term "broadcast materials" includes all materials written, furnished, or intended for use in radio and television broadcasting.

(c) The term "non-broadcast materials" means all other materials.

(d) The term "materials produced for the Company" means all material written, conceived, or furnished by the writer as part of the writer's routine work or pursuant to any specific assignment by the Company.

(e) The term "materials produced on the writer's own time" means all other materials written or conceived by the writer.

## **ARTICLE XVII NON-BROADCAST MATERIALS**

Non-broadcast materials produced on the writer's own time shall belong exclusively to the writer who shall retain full title therein, legal and equitable, and shall have the right at any time to use or dispose of such material for his own complete benefit and advantage. The Company agrees, if requested to do so, to execute and deliver any necessary and appropriate instrument requested by a writer to evidence his right to use any of the said materials.

## **ARTICLE XVIII MATERIALS PRODUCED FOR THE COMPANY**

All materials produced for the Company, or which the writer represents to the Company as having been produced for the Company, shall belong to the Company which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time except as otherwise hereinafter provided.

## **ARTICLE XIX MATERIALS PRODUCED ON WRITER'S OWN TIME**

All broadcast materials (as defined in Article XVI above) produced on the writer's own time shall belong exclusively to the writer who shall retain full title therein legal and equitable and shall have the right, at any time, to use or dispose of such materials for his/her own complete benefit and advantage; provided, however, that during the term of his/her employment before the writer shall use or permit the use of any such material for or in connection with any broadcast purpose, or use or permit the use of any such material having as its primary subject matter any broadcast activity, he/she shall first submit to the Company both the material and a complete offer for the Company's use of such material. Following the submission of such offer, the Company shall have five days in which to accept it in writing. In the event the Company does not accept the offer, or in the event that the five day period is not extended by mutual consent of the Company and the writer, such offer shall be deemed to have been rejected and the writer shall be free to offer it to a third party. Before making any offer to a third party on terms and conditions more favorable to such third party than those offered to the Company, the writer shall give the Company written notification of the terms of such offer and the Company shall have forty-eight (48) hours (excluding Saturdays and Sundays) after such notification within which to accept such new offer, otherwise it shall be deemed to have been rejected and the writer shall be free to conclude negotiations with any third party. If within six (6) months after the Company's rejection of such offer, the writer has not consummated an agreement, or is not then negotiating in good faith with some third party with respect to any agreement for the use of such material, then before the writer can use or license the use of such material to any third party for or in connection with any broadcast purpose, he/she must again offer it to the Company in the same manner as above provided. This procedure shall be followed after each offer to the Company. Subject to the foregoing the Company agrees, if requested to do so, to execute

and deliver any necessary and appropriate instrument requested by a writer to evidence his/her rights to use any of the said material.

It is further provided that where a writer claims to have produced such broadcast materials on his/her own time, he/she must within ten (10) days of the creation thereof in order to have a basis for any claim against the Company for use thereof by the Company submit a written statement to the Company as to what material has been created and the circumstances under which it was created; and further provided that this Article shall not apply to any script for a program to which he/she is then assigned as part of his/her staff duties.

#### **ARTICLE XX PACKAGE SERVICES**

The Company may, at its option, permit a staff writer to furnish materials or to perform services as an individual or as part of a package show for any sponsor, agency or other person. If in the opinion of the Company in any such instance the staff writer is unable adequately to perform his/her staff duties in addition to the services he/she performs for the sponsor, agency or other person, the Company agrees to so notify the writer and, in the event the writer does not discontinue his/her services for such sponsor, agency or other person, the Company may remove the writer from its staff or, at its option, give the staff writer a leave of absence without pay upon such terms and conditions as the circumstances warrant.

#### **ARTICLE XXI SUBSIDIARY RIGHTS**

All materials produced for the Company, or which the writer represents to the Company as having been produced for it, shall belong to the Company, which shall have the sole and unencumbered ownership and right and use of all such materials for all purposes for all time.

In the event that material produced for the Company is sold or licensed for use in media other than Radio or Television broadcasting the writer or writers thereof shall be entitled to receive additional compensation in an amount to be negotiated individually between the writer or writers involved and the Company. Any writer or writers so entitled to compensation may designate any individual regardless of his/her other affiliations to act as his/her representative in such bargaining.

#### **ARTICLE XXII EXISTING CONTRACTS MODIFIED**

The Company agrees for the benefit of the Union and all writers employed by it that it shall and does hereby modify existing contracts with all such persons so as to conform hereto with respect to all work done and materials produced by said writers after the effective date hereof, but no terms or provisions now had by any such person which are more favorable to such person than the terms or provisions herein specified shall be modified.



## **ARTICLE XXIII GRIEVANCE AND ARBITRATION PROCEDURE**

In the event of any dispute, controversy, claim or grievance arising out of the interpretation or breach of any provision of this Agreement between the Union and the Company or between an Employee and the Company, (hereinafter called "grievance"), the parties hereto agree promptly and in good faith to attempt to settle such matters between them amicably.

### **A. Grievance Procedure.**

1. Step 1: An informal meeting(s) between Guild and Company representatives to attempt to satisfactorily resolve the grievance. If the grievance is not resolved within thirty (30) days time, either party may submit the grievance to Step 2 or to arbitration.

2. Step 2:

(a) Failing to resolve the Grievance in Step 1, the parties may mutually agree to proceed to Step 2. Step 2 shall consist of a Panel of six individuals, three chosen by the Guild and three by the Company. There shall be mutual agreement on the composition of said Panel. The Panel, acting upon majority vote, shall meet as it deems necessary, call witnesses, conduct hearings and do whatever it deems appropriate to resolve the Grievance in as expeditious a fashion as reasonably possible. An award binding on both parties may be issued by a majority of four (4) of the Panel. Such award shall include remedies appropriate to the Grievance and consistent with this Agreement.

(b) When any member of the Guild is called upon to serve on a Panel or called to appear before a Panel, such member, if scheduled to work for the Company, shall be cleared by the Company, operations permitting, and paid his/her regular pay including any fees or any other moneys which would have been earned. If called upon to serve or appear on a scheduled day off, he/she shall receive a substitute day off at a mutually agreeable time between the Employee and the Company.

(c) In the event that either party does not agree to a Step 2 proceeding, either party may then proceed directly to arbitration.

3. If no resolution is agreed upon during the grievance procedure, then in the subsequent arbitration no reference shall be made to any grievance proceedings or to any statements or discussions therein or to the failure of the grievance committee or Panel to settle the dispute.

### **B. Arbitration.**

1. In the event that any grievance referred to in the first paragraph of this Article XXIII cannot be settled amicably by the parties thereto, then such grievance shall be submitted to arbitration within one (1) year following the date on which the grievance first occurred.

2. With regard to any grievance properly submitted to arbitration as provided in paragraph 1 above, the parties must first attempt to select an arbitrator by mutual agreement. If the parties are unable to mutually agree upon an arbitrator within twenty (20) business days from the date of the written notice of referral to arbitration, then the grieving party must thereafter submit the grievance to the American Arbitration Association ("AAA") no later than fifteen (15) days from such date of written referral to



arbitration. If the grievance is not timely submitted to the AAA, it shall be deemed waived and not subject to arbitration. If the grievance is timely submitted to AAA, then it shall be processed in accordance with the existing Voluntary Labor Arbitration Rules of the AAA, with the exception that either party may request up to two (2) additional full panels of arbitrators from the AAA with the right to strike any or all arbitrators on such panels in an effort to find a mutually agreeable arbitrator. Only if three (3) full panels have been exhausted without the selection of an arbitrator will the parties engage in the administrative appointment process of the AAA, i.e., a panel of three (3) arbitrators with the right to strike one (1) arbitrator. By mutual agreement of the parties, the grievance may be submitted under the expedited arbitration procedure of that association. A demand for arbitration shall be made in writing and shall set forth the basis of the dispute, the material facts, the position of the aggrieved party, and the relief sought, and shall be served upon the other party. The parties agree that all awards rendered will be binding upon them and that judgment upon the award rendered may be entered in the highest court of the forum, federal or state, having jurisdiction.

3. If a grievance is submitted to arbitration pursuant to this Article, the arbitrator shall have the authority to remedy the grievance by appropriate relief to the Employee(s), the Guild, the Company or any combination thereof, but shall not have the authority to add to, subtract from or modify any term of this Agreement.

4. Matters of opinion in cases as to which the parties have provided in this Agreement for the exercise of opinion, shall not be subject to arbitration unless a controversy or dispute is involved concerning the interpretation or application of the contract in such case.

5. The Union agrees to aid the enforcement of any awards against its members by appropriate disciplinary action.

C. The following provision shall be applicable to employees covered by this Agreement who are hired on or after February 1, 2015:

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 Article XXXVII 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, 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 Article XXXVII 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 XXIV  
BULLETIN BOARDS**

The Company agrees to provide bulletin boards suitably placed for the use of the Union.

**ARTICLE XXV  
NO STRIKES - NO LOCKOUTS**

A. The Company agrees that, during the existence of this Agreement and so long as the Union performs its obligations hereunder, it will not lock out any of the writers covered by the terms hereof, unless and until the Union fails or refuses to comply with any preliminary arbitration award so long as such preliminary arbitration award is in effect, or with a final arbitration award.

B. The Union agrees that, during the existence of this Agreement and so long as the Company performs its obligations hereunder, and unless and until the Company fails or refuses to comply with any preliminary arbitration award so long as such preliminary arbitration award is in effect, or with a final arbitration award: (1) it will not strike against, picket or boycott the Company nor directly or indirectly interfere with any of the Company's operations as to the writers covered by this Agreement with respect to services rendered hereunder; (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 contracts with the Company and will at the same time instruct them not to strike against, picket or boycott the Company.

C. In the event of any strike by any other union or by the Union concerning members or matters not covered by this Agreement, the writers covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company will not discipline any writer because of his/her refusal as an individual to cross any duly authorized Writers Guild of America picket line against the Company.

**ARTICLE XXVI  
DINNER ALLOWANCE**

Staff writers shall be entitled to receive dinner money in accordance with Company policy.

**ARTICLE XXVII  
TRANSPORTATION AND EXPENSES**

A. Whenever a staff writer is required by the Company to use his/her own automobile on a Company assignment, the Company will pay the said staff writer as reimbursement for expenses a mileage allowance in accordance with Company policy, for each mile actually traveled on said assignment, provided that, in any event, the minimum amount to be paid to said writer under such circumstances shall be Seven Dollars (\$7.00) per day plus parking expenses and tolls.

B. If a writer is required by the Company to perform services at any location sufficiently distant from New York City so that overnight accommodations are reasonably necessary, the Company shall

furnish and pay for the reasonable board and lodging of the writer while required to remain at such location, and agrees to furnish for the writer transportation in accordance with Company policy.

C. Where a writer is required to use a Company car, the Company shall provide adequate insurance and indemnity.

D. Transportation expenses will be reimbursed in accordance with Company policy.

#### **ARTICLE XXVIII EMPLOYMENT NOTICES**

A. The Company will notify the Union promptly, in writing, of the employment, promotion, resignation, or transfer out of the unit of any employee covered hereunder.

B. Upon the written request of the Union, the Company will provide the Union with a copy of any overscale agreement entered into between the Company and an Employee, if such overscale agreement covers work customarily done by Employees.

C. Upon the written request of the Union, the Company shall provide the Union with a seniority list of all Employees employed under the terms of this Agreement.

#### **ARTICLE XXIX MILITARY LEAVE**

A. Any writer who is drafted for service in the Armed Forces of the United States or in any recognized auxiliary arm of such forces, or who in time of war voluntarily leaves the employ of the Company for service in the Armed Forces of the United States or any recognized auxiliary arm of such forces, shall be granted special leave of absence without pay for the duration of such service. In the event that the writer is required by law to leave the Company and accept civilian service with the government, he/she shall be entitled to all the benefits of this Article.

B. Any such writer who applies in writing to the Company within a period of ninety (90) days following (a) his/her discharge from the Armed Forces of the United States or any recognized auxiliary arm of such forces or (b) the end of the compulsory period of any other service for which he/she has drafted, shall be reinstated in the position occupied by him/her at the date his/her leave of absence became effective, or be given employment in another position of like seniority, status and pay. As used herein, the word "pay" shall mean the writer's regular weekly salary at the time his/her special leave of absence commenced, plus the amount of any increase in regular weekly salary put into effect during his/her absence to which he/she would have been entitled if he/she had not been on special leave of absence.

C. In the event such former position has been discontinued, or in the event that the writer is no longer capable of filling such former position, and no satisfactory position of like seniority, status or pay is available, the Company will pay to said writer a sum equal to the amount obtained by multiplying the regular weekly salary to which he/she would have been entitled upon reinstatement hereunder by the number of weeks for which he/she would be entitled to severance pay under this Agreement if his/her

employment were considered as having been terminated at the expiration of his/her special leave of absence.

D. Members of the Reserve Forces of the Armed Forces of the United States shall be granted military leave for Annual Unit Training in accordance with prevailing Company policy.

### **ARTICLE XXX WORKING CONDITIONS**

A. The Company agrees to provide staff writers with adequate physical working conditions.

B. The Company recognizes that, during the first week of employment, a new employee may require familiarization with the area of the Company's operations to which he/she is assigned, and subject to reasonable operating priorities, the Company will provide such familiarization. The Company shall make reasonable arrangements to provide the familiarization without requiring any other employee to work an unreasonable number of hours. This provision is applicable to employees hired under Article VIII to the extent practicable.

C. The Company will inform employees about the proper use of video display terminals and will endeavor to acquire and incorporate into practice current research and information regarding safe use of such devices. The Company will provide, on request, an anti-glare screen for any video display terminal ("VDT") regularly used by an employee covered by this Agreement.

Further, the Company will, upon request, test a representative sample of VDT's used by employees covered herein, for non-ionizing radiation. It is understood that a base line reading for each VDT must be established prior to the taking of any representative sampling. Such VDT tests will not be requested more often than six (6) months per VDT. The results of such tests will be made available to the Guild.

### **ARTICLE XXXI TITLE**

This Agreement shall be known as "2018-2021 NBC-WGA Staff Radio and Television Promotion Writers Contract - New York."

### **ARTICLE XXXII RENEWAL NEGOTIATIONS**

At least sixty (60) days prior to the end of the term of this Agreement the parties hereto agree to negotiate in good faith with respect to a new Agreement to take effect upon termination hereof.

### **ARTICLE XXXIII TEMPORARY EMPLOYEES**

A. The Company shall have the right to employ temporary employees for a period of not less than one (1) week and not more than ninety (90) days solely for the purposes specified in Paragraph C.4. of this Article.

B. A temporary employee shall be entitled to all benefits of this Agreement to which he/she would be otherwise entitled were he/she not a temporary employee except the provisions of Articles VIII (Benefits and Insurance), XI (Severance), XII (Severance pay), XIII (Sick Leaves and Personal Days), XIV (Leaves of Absence), and XV (Child Rearing Leave).

C. In the Company's notice of employment to the Union, the Company shall specify: (i) the name of the temporary employee; (ii) the period (this to be not over ninety (90) days) for which the temporary employee is being employed; (iii) the name(s) of the staff writer(s) temporarily unavailable to perform their normal assignments; (iv) the reason for hiring the temporary employee, which shall be solely vacation, illness, leave of absence, special assignment of another employee or workload of any temporary nature.

The provision allowing the use of a temporary employee for work load of a temporary nature is experimental and is subject to being withdrawn by the Guild after March 1, 1985. "Special assignment" includes out-of-town assignments and such other assignments which involve either a significant departure from the employee's regular routine or are occasioned by programming demands of a non-routine nature.

D. The Company shall notify the Union of the termination of the temporary employee at the time of termination without any obligation under the severance provisions of this Agreement, provided that the termination is effective at the end of the period specified in the notice of employment or such other period as may have been mutually agreed between the Company and the Union prior to the termination. Extension of the ninety (90) day period will not be unreasonably withheld by the Guild.

E. In the event that such employee is retained in the employ of the Company beyond the ninety-day (90) period and any mutually agreed-upon extension as in Paragraph D above, his/her seniority and service credit shall be adjusted to the beginning of the period of his/her employment as a temporary employee. It is further agreed that after ninety (90) days of temporary employment, the employee will receive a 15% override to his/her base compensation.

#### **ARTICLE XXXIV SEPARABILITY**

If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

#### **ARTICLE XXXV DUES CHECK-OFF**

A. The Company agrees that on or after March 2, 1987, or upon thirty (30) days' notice thereafter from the Guild, it will deduct initiation fees and membership dues as designated by the Guild upon receipt from each employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

B. WRITERS GUILD OF AMERICA, EAST, INC.

I, the undersigned, hereby authorize and direct NBC to check-off from my wages every week my union initiation fees (to be prorated over twelve weeks) and my union membership dues and assessments as they are uniformly promulgated by the Union according to the procedure set forth in the Constitution. The fees and dues which are deducted from my wages weekly are hereby assigned and shall be remitted to the Writers Guild of America, East, Inc., 250 Hudson Street, Suite 700, New York, N.Y. 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Company or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract periods whichever is sooner, unless and until I give written notice to terminate to the Company and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end

WITNESS: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DATE : \_\_\_\_\_

C. The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deductions in accordance with the foregoing authorizations and assignments.

D. In the event any Employees are not on dues check-off, the Company upon written request of the Union, shall provide the Union during the last week of each calendar quarter with earnings reports for such Employees employed in that quarter.

**ARTICLE XXXVI  
EFFECTIVE DATES AND DURATION CLAUSE**

This Agreement shall be effective as of October 15, 2018 and shall continue to and include October 15, 2021. The rates of pay and penalty payments herein shall be effective as of April 6, 2018, unless otherwise specified. All other changed terms and conditions shall become effective as of October 15, 2018, unless otherwise specified.



**ARTICLE XXXVII  
NO DISCRIMINATION**

Neither the Union nor the Company will discriminate against any employee because of age, race, creed, color, sex, national origin or legal alienage, sexual orientation, disability, religion, 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, 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.

WRITERS GUILD OF AMERICA, EAST,  
INC. (On behalf of itself and its affiliate,  
Writers Guild of America, West, Inc.)

NATIONAL BROADCASTING  
COMPANY, INC.

By:  By: 



**SIDELETTER #1**  
**LAY-OFF AND DISCHARGE**

During the 1987 negotiations, the Company and the Union had full and frank discussions concerning the changing nature of the broadcasting business and the impact of increasing competitive forces.

As to discharge: In agreeing to make no changes in the discharge for incompetence provisions of Article XI of this Agreement, the parties acknowledge that:

(i) over time, job requirements and the demands of the broadcasting business change; and

(ii) absolute consistency by the Company in evaluating the performance of the employees covered by this Agreement is not always possible.

If an employee's job performance is claimed to be unsatisfactory, before a discharge proceeding is initiated, the Company shall give the employee (in all but those cases involving extreme circumstances) a management critique which shall specify the areas in need of improvement. In addition, it is in the best interest of all concerned that disputes over incompetence be handled promptly and, if a discharge is arbitrated, that it be tried expeditiously.

As to lay-off: In order to avoid the inherent uncertainties and consequent disputes in applying a "comparative abilities" test in a lay-off and in order to provide a mechanism whereby the Company can continue to employ the employees it deems critical for continued operation after a lay-off, the parties have agreed to the following:

All lay-offs of employees shall be in inverse order of seniority, provided that up to one-quarter of the staff on the affected seniority list may be protected from lay-off irrespective of seniority. Where the affected seniority list is not evenly divisible by four, the number that may be protected shall be rounded up for remainders of one-half or more, and otherwise down, but not less than one individual in any event. Prior to the lay-off, the Company will notify the Guild of the Employees who will be so protected, but the Company's choice of the employees will be final and not subject to arbitration.

An Employee who is laid off pursuant to the Company's right to protect up to one-quarter of the affected seniority list, but who would not have been laid off if the lay-off had been in strict inverse order of seniority, will receive an additional 100% of the amount of severance pay to which he/she is entitled pursuant to Article XII, paragraph A or B.

The Company may offer a laid off Employee an additional 100% of the amount of severance pay to which he/she is entitled pursuant to Article XII, paragraph A or B, in exchange for the Employee's waiver of his/her recall rights. The Company's offer shall be made in writing at the time the Employee is notified of his/her lay-off. If the Employee accepts, the Company shall be notified in writing no later than one week after the effective date of the lay-off.



**SIDELETTER #2  
HIRING PREFERENCE**

This will confirm our understanding that the Company will give writers in Group "A" of Article VII preferential consideration for any vacancies occurring in higher rated classifications within the bargaining unit. Final decision in each case, however, shall remain with the Company, and such decision may not be challenged in the grievance and arbitration machinery hereunder.

**SIDELETTER #3  
NEW YORK STATE HOLIDAY ACT**

In connection with the 1987-90 WGA-NBC New York Staff Promotion Writers Agreement, this is to confirm our understanding that in the event, during the term of this Agreement, the State of New York should enact a law changing the current Holiday Act in order to conform to the United States, Public Law 90-363, Holiday Act, either party, Union or Company, may, upon written notice to the other, negotiate with respect to changes in the Holiday provision in this Agreement caused by changes in the New York Holiday Act.

If the parties do not reach agreement as to any modification or amendment to the Holiday provisions in this Agreement, this Agreement shall continue in full force and effect in accordance with its terms.

**SIDELETTER #4  
GRIEVANCE AND ARBITRATION**

This will confirm our understanding that the one (1) year limitation period for submitting a grievance to arbitration under Article XXIII (Grievance and Arbitration procedure) may be extended by the mutual consent of the parties in those cases where the grievance has been filed and the parties are actively engaged in the grievance settlement procedures. Such extensions must be in writing.

**SIDELETTER #5  
WRITTEN WORK-RELATED COMPLAINTS**

This will confirm our understanding reached during the negotiations for the 1987-90 Agreement regarding work-related complaints. If a written work-related complaint about an employee is made a part of the employee's record, such employee will be given the particulars of such complaint in writing. Any written response by the affected employee will likewise be made a part of such record.

If, after a period of three (3) years, no similar work-related complaints are recorded, the original complaint will be expunged from the employee's record.

**SIDELETTER #6  
SCHEDULING OF PERSONAL TIME**

If, five (5) days in advance, an Employee informs the Company in writing of a personal commitment scheduled prior to 9 AM or subsequent to 7 PM, assurance on the part of the Company that the Employee will be free to meet such commitment will not be unreasonably withheld.

**SIDELETTER #7**  
**NEW EQUIPMENT & TECHNOLOGY**

During the negotiations for the 1990-93 Agreement, the Union asked the Company to reaffirm its commitment to presenting employees covered under this Agreement with opportunities to advance their knowledge and understanding of current methods, equipment and technology used in the writing and/or production of promotional material designed for broadcast. All employees covered under this Agreement are eligible to participate in the Company's Tuition Loan and Refund Plan, subject to its terms and conditions. In addition, the Company will continue to provide employees covered by this Agreement with opportunities to familiarize themselves with new equipment and/or technology which directly relates to the employee's job responsibility (e.g., attending applicable seminars given by manufacturers' representatives). Nothing in this Sideletter shall be deemed a concession of Writers Guild jurisdiction over any methods, equipment and/or technology.

**SIDELETTER #8**

**(RESERVED)**

**SIDELETTER #9**

The parties hereby acknowledge that the applicable agreements between them covering WGAE-represented employees working in New York City provide for benefits comparable to those under the New York City Earned Sick Time Act (the "Act"). Staff employees are eligible for paid sick days, as well as paid short term illness leave. For per diem employees these benefits include, but are not limited to a vacation payment of 4%, minimum rates that are 19% higher than those applicable to WGAE-represented staff employees, among others.

The parties thus expressly waive application of the Act to all staff and freelance WGAE-represented employees working in New York City.

**SIDELETTER #10**  
**UNION REPRESENTATIVES SAVINGS &**  
**SECURITY PROGRAM AGREEMENT BETWEEN**  
**NATIONAL BROADCASTING COMPANY AND**  
**WRITERS GUILD OF AMERICA, EAST, INC.**

This Agreement (referred to as the "NBC-WGA, East, Union Representatives Savings & Security Agreement") is entered into by and between the National Broadcasting Company (hereinafter referred to as the "Company") and the Writers Guild of America, East, Inc. (hereinafter referred to as the "Union") for the purpose of establishing a procedure for:

(1) Company salary and wage payment to employees when performing as a steward or other representative of the Local Union while on Local Union leave of absence as provided under Article XIV, Section 14(A) of the NBC-WGA Staff Radio and Television Promotion Writers Contract -- New York, and participation of such employees in the GE Savings and Security Program (the "Program"); and

- (2) Local reimbursement of these payments and certain related Company expenses.

It is mutually agreed as follows:

#### SECTION I – UNION PAYMENTS

(1) The Local Union shall make, on behalf of a steward or other representative of the Local Union, a monthly payment to the Company of the amount of earnings, if any, such employee receives from the Company attributable to time spent on Local Union leave of absence in accordance with Article XIV, Section 14(A) of the NBC-WGA Staff Radio and Television Promotion Writers Contract -- New York (including FICA and FUTA taxes imposed on the employer);

(2) Promptly after the end of each month, the Company will inform the Local Union of the amount of Union payment due for each steward or representative of the Local Union under this procedure;

(3) The Company will deduct from the local union dues checkoff moneys each month amounts sufficient to cover the amount determined under Paragraph (1) above. In the event that such funds are insufficient to cover the amount determined under Paragraph (1) above, the Local shall directly reimburse the Company for any deficiency

#### SECTION II -- MODIFICATIONS AND AMENDMENTS

(1) Not more than 90 days and not less than 60 days prior to the 24th day of July 2009 and any anniversary date thereof, either the Company or the Union may present to the other notice of proposed modifications or additions to the provisions hereof. Within 15 days after such notice is given, collective bargaining negotiations shall commence for the purpose of considering such modifications or additions. Failing agreement thereon, the Union shall have the right to strike but this Agreement shall continue in effect, as provided in Paragraph 2 below of this Agreement. However, in the event of such strike, the Company may, at its option, terminate this Agreement upon 10 days written notice to the Union.

(2) This Agreement shall become effective for pay delivered on or after April 22, 2006 but shall not commence earlier than the first day of the first full pay period following execution and shall continue in full force and effect between the Company and the Union until the 24th day of July, 2009 and from year to year thereafter, unless not more than 90 and not less than 60 days prior to such date or any anniversary thereof, either the Company or the Union shall notify the other in writing of its intention to terminate this Agreement upon such date or anniversary date.

#### SECTION III -- ADMINISTRATION

This Agreement shall be administered by the Company, which shall have the same powers, responsibilities and discretion with respect to its administration of this Agreement as the Company has with respect to the administration of the Program.

**SIDELETTER #11**  
**UNION REPRESENTATIVES PENSION AGREEMENT**  
**BETWEEN NATIONAL BROADCASTING COMPANY**  
**AND WRITERS GUILD OF AMERICA, EAST, INC.**

This agreement is entered into by and between the National Broadcasting Company (hereinafter referred to as the "Company") and the Writers Guild of America, East, Inc. (hereinafter referred to as the "Guild") for the purpose of making Section XXV of the GE Pension Plan applicable to full-time officers or other representatives of the Guild who either perform their union duties for periods during payroll calendar weeks for which they are not compensated by the Company or are on an approved leave of absence from the employment of the Company for the purpose of serving in such capacity.

It is mutually agreed as follows:

(1) Section XXV of the GE Pension Plan, as amended June 27, 1988 (hereinafter referred to as the "Plan"), shall be applicable as of June 27, 1988, to full-time officers and other representatives who either perform their union duties for periods during payroll calendar weeks for which they are not compensated by the Company or are on an approved leave of absence from the employment of the Company for the purpose of serving in such capacity.

(2) Section XXV of the Plan sets forth and describes the sole and exclusive terms and conditions under which employees of the Company represented by the Guild may become entitled to any pension benefits, credits or rights with respect to time spent by them acting as representatives of the Guild and for which they are not compensated by the Company; provided that such officers and representatives shall be entitled to any benefits, credits or rights otherwise generally available to employees under the Plan. With respect to such time, the benefits to which employees participating in the plan may be entitled and the manner in which such benefits are to be determined and payments thereof are to be made, shall all be determined in accordance with the terms and conditions of Section XXV of the Plan.

(3) During the term of this Agreement, the Guild shall provide a listing of the amount of Union paid time to officers and representatives for time for which those employees were excused from their regular duties to act as representatives of the Guild for that month, to be used to determine the benefit under the Plan, in accordance with Section XXV, for each eligible employee represented by the Guild. As used herein, the word "month" means a period of four or five calendar weeks according to the payroll calendar as determined by the Company local payroll practice.

(4) This Agreement shall continue in full force and effect between the Company and the Guild until the 31st day of March, 1994 and from year to year thereafter, unless not more than 90 and not less than 60 days prior to such date or any anniversary thereof either the Company or the Guild shall notify the other in writing of its intention to terminate this Agreement upon such date or anniversary, except that this Agreement shall terminate at such time as the GE Pension Plan becomes unavailable to employees represented by the Guild.

**SIDELETTER #12**  
**DAILY HIRE EMPLOYEES**

A. The Company may hire writers on a daily basis (herein "Daily Hires"). Any person not otherwise covered by the terms of this Agreement who performs any of the duties defined in Article I for

more than an incidental amount of time shall be deemed a Daily Hire for the day he/she performs such duties. At the time of employment or assignment of such duties, Daily Hires will be advised of the nature of their employment.

B. (1) Individuals already employed by the Company in any non-unit capacity (or whose services are leased to the Company by a third party) may be upgraded to perform duties as a Daily Hire Associate Writer/Producer provided such assignment has been previously approved by a Director or above from NBC's Advertising and Promotion Department. Management shall retain the discretion to upgrade such individuals to the Writer/Producer rate. Requests for such upgrade to Writer/Producer shall be considered in good faith based on the particular assignment and the work experience of the individual being upgraded.

(2) In addition to individuals described in paragraph B(1), above, the Company may apply the Daily Hire Associate Writer/Producer classification to any individual assigned to perform duties for Affiliate Stations A&P and to any individual assigned as the third writer/producer to Nightly News.

(3) Other than those assignments set out in paragraphs B(1) and B(2), above, all other Daily Hire assignments shall be paid at the Writer/Producer rate.

C. Wages for Daily Hires shall be 19% higher than the pro rata staff rates set forth in Article VII for: Associate Writer/Producer ((Local) or (Network)); or Writer/Producer ((Local) or (Network)). This percentage for daily hires shall increase to 19.5% effective October 15, 2018 and to 20% effective May 2, 2019. A Vacation payment of 4% is included in the above percentage.

D. Holiday wage rates will be 50% higher than non-holiday rates.

E. Application of the union security clause shall become effective after the 20th day of employment in a calendar year, but not less than 30 calendar days after the first day of employment.

F. Notice of retention and termination of daily hires shall be made to the WGA on a weekly basis. The Company will make a good faith effort to notify the WGA before beginning or ending such an employment relationship.

G. In the event a daily hire becomes a staff promotion writer, seniority shall be adjusted to provide: (1) up to 9 months of daily hire employment credit for purposes of determining severance benefit, provided no interval of one year or longer separates periods of employment; (2) for all other purposes, other than those prohibited by any benefit plan, credit for all daily hire employment, provided no interval of one year or longer separates periods of employment.

H. A Daily Hire shall be entitled to all benefits of this Agreement to which he/she would be otherwise entitled were he/she not a Daily Hire employee except the provisions of Articles VIII (Benefits and Insurance); IX (Work Week); X (Vacations and Holidays); XI (Severance); XII (Severance Pay); XIII (Sick Leave and Personal Days); XIV (Leaves of Absence); XV (Child Rearing Leave); XXVII A, B, and C (Transportation and Expenses) and all sideletters attached to this Agreement unless Daily Hires are specifically incorporated therein. It is expressly understood that any benefits subsequently modified or added to this Agreement shall not automatically apply to Daily Hires by operation of this paragraph.

I. All Daily Hires covered by this Agreement shall have the option to participate in the Writers Guild Industry Health Fund (herein "WGA Health Plan") and/or Producers-Writers Guild of America Pension Plan (herein "WGA Pension Plan"). All Daily Hires must make a one-time election to participate in the WGA Health Fund and/or WGA Pension Plan within thirty (30) days of their hire as a Daily Hire. In addition, subject to the agreement of the Trustees, all current Daily Hires shall have the right to make a one-time election to participate in the WGA Health Fund and/or WGA Pension Plan within thirty (30) days of the execution of this Agreement. The WGA will handle all administrative work in connection with the Daily Hires' election to participate in the WGA Health Fund and/or WGA Pension Plan. If the Daily Hire opts to participate in either the WGA Health Fund and/or the WGA Pension Plan, he/she shall have contributions made on his/her behalf by the Company and the Daily Hire's premium rate set forth in Paragraph C of this Sideletter #12 shall be decreased by the equal amount made as a contribution by the Company. Such contributions shall be equal to the applicable percentages in the 2017-2020 WGA Minimum Basic Agreement.

### **SIDELETTER #13 DAILY RATE IMPACT ON STAFF**

During the course of negotiations for the 1993-96 contract the parties discussed concerns of the Guild and those staff employees employed hereunder, that employees hired on a daily basis under Sideletter #13 would obviate the need for staff employment under this contract. This is to confirm the parties understanding that the Company does not intend to employ daily hires in a manner that would cause a layoff of staff employees.

In the event of a significant change of circumstances and a staff employee is laid off as a direct result of being replaced by a daily hire employee, said staff employee shall be entitled to 200% of the appropriate severance payment contained in Article XII. Further, if the staff employee immediately executes a general release and waiver drafted by and satisfactory to the Company, an additional 100% will be applied to the severance package.

### **SIDELETTER #14 (RESERVED)**

### **SIDELETTER #15 (RESERVED)**

### **SIDELETTER #16 TECHNICAL DUTIES**

The parties acknowledge that bargaining unit employees may be assigned non-exclusive technical duties, including, but not limited to, the operation of non-linear and/or desktop editing equipment and any associated peripheral equipment. Such assignments shall be in the Company's sole and exclusive discretion and shall not create any jurisdictional rights or precedence over such work, except if such work is already within WGA jurisdiction as set forth in Article I of the Agreement.

**SIDELETTER #17**

The parties acknowledge that any material that falls within a show element constitutes program fills and/or show openings as set forth in Article I, including, but not limited to, Billboards, "Music Videos", Show Bumpers, Show Segments, Show Closes or Network IDs.

**SIDELETTER #18**

The parties agree to meet on a quarterly basis, at a mutually convenient time in order to discuss, in good faith, issues relating to the bargaining unit.