

AGREEMENT

**Writers Guild of America East
and
MSNBC LLC**

December 4, 2023 - December 3, 2026

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AGREEMENT made as of December 4, 2023, by and between MSNBC LLC (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 1: RECOGNITION AND SCOPE OF AGREEMENT

- A. This Agreement is applicable to all daily hire, full-time staff editorial employees, and regular part-time staff editorial employees employed by MSNBC Cable LLC (hereinafter referred to as “the Company”) to work on programs produced by the Company intended for initial distribution on either the MSNBC cable television channel or “MSNBC on Peacock” streaming channel, including line producers, segment producers, booking producers, producers (including coordinating and digital producers), associate producers (including booking, writing and video associate producers), and production assistants (including anchor production assistant, booking production assistant, and graphics production assistants). This Agreement shall also be applicable to full-time and regular part-time staff digital editorial employees (including those Associate Producers, Producers, Associate Platforms Editors, Platforms Editors, and Engagement Editors, that primarily or exclusively perform digital work that does not end up on the cable network and/or MSNBC on Peacock) employed by the Company. The Company 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 all daily hire, full-time staff editorial employees, and regular part-time staff editorial employees employed by the Company referenced above in this Article 1 (A).
- B. The Company may assign any WGAE-represented employee to perform editorial work, that is outside the scope of this collective bargaining agreement, for distribution on any NBCUniversal entity or platform. Any such work shall be assigned on a non- jurisdictional basis and shall not create any rights to continuation of such assignments. Such assignments shall not make unit employees eligible for additional payments or fees.
- C. See Sideletter 1 (“Primary Workforce”)

ARTICLE 2: UNION SECURITY

- A. The Company agrees that it will not continue any Employee in its employ under this Agreement unless they are 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 their 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 Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within ten (10) days after the mailing of such notice to the Company and the Employee.
- C. Nothing in this Article shall be construed to require the Company to cease employing any Employee if the Company 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 Company should employ an applicant not a member of the WGAE, 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 Company will request its Human Resources Department to furnish to newly hired Employees covered by this Agreement a copy of the Union Security Provision of this Agreement.

ARTICLE 3: DUES CHECK OFF

- A. The Company agrees upon 30 days' notice thereafter from the Guild, it will deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with 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.

WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct MSNBC to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve week period) as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America East, Inc., 250 Hudson Street, New York, New York 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 year period 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 of each such period."

WITNESS: _____ SIGNATURE: _____ DATE: _____

- B. This provision shall become effective as of January 1, 2025.

ARTICLE 4: MANAGEMENT RIGHTS

Except as modified or restricted by this Agreement, the Company shall have full control of the management, personnel, and conduct of its operations, including but not limited to the right to make any and all decisions relating to its operations, budgets, and staffing levels and the right to subcontract; to reprimand, discharge, or to otherwise discipline employees; to determine and/or modify the strategic direction of the organization; 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 determine how personnel shall be trained and assigned; to decide what equipment and facilities shall be used in the course of its work; to pay wages and/or other compensation in excess of the minimums set forth herein; and to establish reasonable work rules and policies (which shall include, but not limited to, the NBC News Policies and Guidelines and Employee Handbook) and to require their observance.

ARTICLE 5: NO STRIKE/NO LOCKOUT

- A. 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. In the event of a legally authorized strike by any other union, the staff employees covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.
- B. The Company agrees that, during the term of this Agreement and so long as the Union performs its obligations hereunder, it will not lock out any of the Employees covered by the terms hereof.

ARTICLE 6: 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 7: MODIFICATION OF EXISTING AGREEMENTS

- A. The Company agrees that it will, and does hereby, modify all existing contracts and arrangements with Employees to bring the same into conformity with the provisions of this Agreement with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any Employee which are more favorable to such Employee than the terms of this Agreement.
- B. The Company agrees that it will not enter into a contract with or employ, any Employee on terms and conditions less favorable 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 an Employee from negotiating or obtaining better terms than the minimums herein.

ARTICLE 8: INFORMATION TO THE GUILD

- A. The Company agrees to notify the Union, in writing, within two weeks after the employment of any Employee hired under the terms of this Agreement as to the name, last four digits of their social security number, employment start date, job title, compensation, company email address and personal email address to the extent maintained by the Company.

- B. Once every quarter, upon the request of the Union, the Company will provide to the Union a list of all unit employees, including their initial dates of hire, job titles, compensation, company email address, company work address, company phone numbers, and personal email address to the extent maintained by the Company.

ARTICLE 9: SHOP STEWARDS AND INSPECTION

- A. Duly authorized representatives of the Union may be permitted to enter the Company's offices during an employee's regular working hours only for the purpose of conferring with bargaining unit employees, committee council members, steward(s) or with representatives of the Company to inspect health and safety conditions relevant to bargaining unit employees, discuss terms and conditions of employment of bargaining unit employees and the terms and conditions of this Agreement, and to visit working areas in the unit where employees covered by this Agreement are assigned to work. Such meetings and visits shall not interfere with any employees' regular work assignments or otherwise interfere with any Company operations. All visitations shall be conducted in accordance with the prevailing Company policy concerning visitors at the time of such visitation.
- B. The Company further agrees to recognize Employee(s) designated by the Union as Shop Steward(s) and to permit such person(s) to engage in such legitimate Union activities that do not interfere with normal operations, their regular work assignments, or Company policies. The Company shall not unreasonably deny the request of a Shop Steward or Committee Council member to attend scheduled Council and/or Shop Steward meetings. Furthermore, Shop Steward(s) and Committee Council members shall provide at least two weeks' notice to their manager of their request to attend a Council and/or Shop Steward meeting.
- C. The Company agrees to recognize Employees designated by the Union as Bargaining Committee Members. The Company shall not unreasonably deny the request of a Bargaining Committee Member to attend collective bargaining sessions.

ARTICLE 10: BULLETIN BOARDS

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

ARTICLE 11: NO DISCRIMINATION

- A. Neither the Union nor the Company will discriminate against any employee because of age, race, creed, color, sex (including pregnancy), ethnicity, national origin or ancestry, citizenship or immigration status, sexual orientation, gender and gender identity or expression (including transgender status for those who are transitioning or have transitioned), mental or physical disability, religion, marital status, genetic information, military and veteran status, 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.
- B. The Company will continue to provide its employees with a safe and respectful work environment and shall continue to enforce its Respect in the Workplace (“RITW”) Policy. The Company will continue to ensure that the policy is available to all employees.
- C. Should an employee believe that they are being placed in a work environment that does not meet Company expectations or policy, the employee should immediately escalate the concerns to their manager, HR, or any other reporting channel as provided in the Company’s RITW policy. The Company will continue to investigate concerns raised by employees in accordance with the RITW Policy. Upon the request of an employee, which shall not be unreasonably denied, that employee shall be allowed to have a Guild representative present while making a complaint of a potential violation of the Company’s RITW Policy.
- D. All WGAE-represented employees will continue to be required to perform all Compliance training required by the Company for all similarly situated employees, including but not limited to the Comcast Code of Conduct and the NBCUniversal RITW Training. The Company expects employees to complete such trainings within their workday.
- E. Changes in the Company’s Code of Conduct, RITW Policy, or any other related policies, made during the term of this Agreement shall automatically be applicable to employees covered by this Agreement. The WGAE will be notified of such changes to the policies. The Company will supply the WGAE, upon

request, with a copy of the current version of the RITW Policy.

ARTICLE 12: GRIEVANCE AND ARBITRATION

- 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 thirty (30) business days following the date in which the aggrieved party first became aware, or should have become aware, of the alleged violation of the Agreement, the grievance shall be reduced to writing, signed by a Union Steward and/or the Union Business Manager or his designee (including by electronic signature), 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 (20) 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) business days after presenting the grievance at Step 2, the Employer or their designee, and the Union Business Manager or his designee shall meet in an attempt to resolve the grievance. The Employer and or their designee shall render a decision in writing within ten (10) business days after the meeting.

- B. A grievance, as defined in the Grievance Procedure provision, which has not been resolved thereunder may, within twenty (20) 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 ten (10) business days after the conference, the Arbitrator shall be chosen from a list to be submitted by the American Arbitration Association from which the arbitrator shall be chosen by each party alternately striking names. 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, any written supplementary Agreement, and the evidence and arguments presented to them by the respective parties and they 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. Unless withdrawn without prejudice by the union, 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 their behalf, in accordance with the provisions of this Article, alleging that the Company has violated the No Discrimination provision 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 their 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 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 13: LABOR MANAGEMENT AND SAFETY COMMITTEES

A. Labor Management Committee

- i. A Labor Management Committee will be established by the Guild and the Company. The Guild will name up to four (4) representatives to the Committee, which may include a representative employed by the Guild who shall have appropriate authority, and the Company will name up to four (4) representatives with appropriate authority to the Committee. Members of the Company's editorial leadership may attend Labor Management Committee meetings when appropriate.
- ii. Provided the Company's operational needs are not adversely impacted, each side shall have the ability to invite additional people who may have information or knowledge pertinent to the item(s) to be discussed in a Committee meeting and shall give the other side prior notice of the individuals who have been invited to discuss a particular item on the agenda.
- iii. The Committee will meet to discuss issues relating to the administration of this Agreement and other problems of concern to either party. Wherever possible, agreed upon solutions will be implemented. The parties expressly agree that, unless otherwise mutually agreed to, an issue that is already the subject of a grievance shall not be addressed at a Labor Management Committee meeting.
- iv. The Committee will meet on a quarterly basis unless otherwise agreed. If there are no issues to be discussed, the meeting may be cancelled by agreement of the Committee.
- v. This Article does not preclude informal discussions between authorized Guild representatives and Company management to discuss issues affecting the administration of this Agreement without convening a Labor Management Committee meeting.
- vi. The Committee meeting date will be agreed upon by both the Guild and Company in advance. In the week prior to the meeting, each party will provide the other with a written list of the issue(s) for discussion in the meeting, described with sufficient particularity to allow the other to prepare for the meeting.
- vii. In the event the parties agree to form any subcommittee or other working group to deal with specific issues, then each party shall have the right to name its own representatives with appropriate qualifications to such subcommittee(s) or working group(s) of the Labor Management

Committee. Committee meetings will be held during regularly scheduled work hours via telephone or video conferencing or on the Company's premises, or via a combination of these options.

- viii. Failure to agree on any issue considered by the Committee will not constitute a waiver of either party's rights under this Agreement.
- ix. In order to foster a free and frank exchange of views at Committee meetings, and particularly in view of the fact that matters proprietary to the Company may be discussed, the parties may mutually agree that some or all of the discussion will be deemed "off-the-record" will not be cited in any subsequent grievance meeting, arbitration or other legal proceeding, and will be kept confidential when appropriate.

B. Safety Committee

- i. To further the shared goal of maintaining a safe workplace and providing for the safety of employees covered by this Agreement, the Company and the WGAE shall create a joint Safety Committee which shall consist of four (4) representatives appointed by the WGAE and four (4) representatives appointed by the Company. The Company and the WGAE may agree to add additional representatives to the Safety Committee with mutual agreement.
- ii. The Safety Committee shall meet on a quarterly basis unless otherwise agreed to discuss current and potential issues around safety, including but not limited to safety concerns surrounding physical working conditions, safety training and general workplace safety issues. The Safety Committee may jointly identify specific initiatives to be considered by the Company in good faith. If there are no issues to be discussed, the meeting may be cancelled by agreement of the Committee.
- iii. This Article does not preclude informal discussions between authorized Guild representatives and Company management to discuss issues around safety without convening a Safety Committee meeting.
- iv. The Safety Committee meeting date will be agreed upon by both the Guild and Company in advance. In the week prior to the meeting, each party will provide the other with a written list of the issue(s) for discussion in the meeting, described with sufficient particularity to allow the other to prepare for the meeting.
- v. Safety Committee meetings will be held during regularly scheduled work hours via telephone or video conferencing or on the Company's premises,

or via a combination of these options.

- vi. Failure to agree on any issue considered by the Safety Committee will not constitute a waiver of either party's rights under this Agreement.
- vii. In order to foster a free and frank exchange of views at Safety Committee meetings, and particularly in view of the fact that matters proprietary to the Company may be discussed, the parties may mutually agree that some or all of the discussion will be "off-the-record," will not be cited in any subsequent grievance meeting, arbitration or other legal proceeding, and will be kept confidential when appropriate.

ARTICLE 14: WAGES

A. The minimum annual compensation for exempt unit members will be subject to the below minimum scales. Such minimum annual compensation is inclusive of all fees, penalties, premiums, etc., except as otherwise provided in this Agreement.

Associate Producer \$75,000

Includes Associate Writing Producer, Associate Booking Producer, in addition to “Associate Producer”

Producer \$93,000

Includes Segment Producer, Video Producer, Digital Producer, Reporter, Editor, Platforms Editor, Copy Editor, in addition to “Producer”

Booking Producer \$100,000

Coordinating Producer \$115,000

Line Producer \$115,000

The minimum base hourly wage rate for non-exempt unit members will be subject to the below minimum scale.

Production Assistant \$28.12/hour, effective 3/1/24
\$29.08/hour, effective 3/1/25
\$31.25/hour, effective 3/1/26

Includes Anchor Production Assistant, Booking Production Assistant, Graphics Production Assistant in addition to “Production Assistant”

An employee paid less than the minimum rate set forth in this paragraph as of March 1, 2024, shall receive the greater of the minimum rate or the increase provided in Paragraph

B. Employees covered by this Agreement, who are currently at or above the annual minimums, will receive a 3% increase effective March 1, 2024, 3% increase effective March 1, 2025, and a 3% increase effective March 1, 2026.

ARTICLE 15: UPGRADES

- A. Eligibility Criteria: If a bargaining unit employee is scheduled and assigned by the Company's management to temporarily backfill a higher title position the employee(s) so temporarily assigned to a higher title position will be eligible for a lump sum payment as set forth in Attachment A per eligible assignment. No temporary upgrade payment shall be due under this Article for the first ten (10) consecutive working days, or thirty (30) non-consecutive working days, so assigned to backfill a higher title position.
- B. Senior Producer Coverage: If a bargaining unit employee is assigned by the Company to temporarily perform work on a backfill basis for a Senior Producer under the eligibility criteria, such bargaining unit employee shall continue to be covered by the terms and conditions of this CBA while assigned to backfill a temporary Senior Producer vacancy. This provision shall not be construed to extend the Guild's jurisdiction. Senior Producers remain outside the scope of the unit.
- C. Process: Payments for eligible "consecutive days worked" temporary upgrade assignments will be made to the employee within thirty (30) days of the conclusion of such assignment. Payments for eligible "non-consecutive days worked" temporary upgrade assignments will be made to eligible employees active on Company payroll on the last Friday of December of the calendar year. Such lump sum payments shall be grossed up for taxes and less all other applicable payroll deductions.
- D. Additional Upgrades
 - i. Multiple consecutive upgrade assignments in a calendar year: If an employee is assigned to a temporary upgrade assignment between five (5) to ten (10) consecutive working days in the same calendar year in which they have already completed an "eligible consecutive days worked upgrade assignment" within the same higher title position, the employee will be eligible for a lump sum payment for the first five (5) to ten (10) consecutive days of such successor assignment as reflected in Attachment A, Chart (ii) on page 48.
 - ii. Non-consecutive upgrade assignments occurring after completion of a consecutive upgrade assignment(s): If an employee is assigned to a consecutive temporary upgrade assignment, and then is assigned to temporary upgrade assignments on a non-consecutive basis within the same calendar year, the day(s) previously credited and/or paid to the employee for the consecutive assignment(s) shall count towards the thirty (30) day crediting criteria, up to a maximum of thirty (30) days.
- E. This Article shall take effect April 4, 2024.

ARTICLE 16: WORK WEEK

A. Exempt Employees

For exempt positions, because of the creative and professional nature of the employees' duties, no limitation shall apply to the days or hours of work of the employee. However, it is the intention of the Company, in so far as practicable, to give exempt employees two (2) consecutive days off each week.

- i. Extra Assignment(s) within a Five (5) Day Regular Workweek: In the event an exempt employee, with prior management approval, works eight (8) or more hours beyond his/her typical hours worked within their regular five (5) day workweek as a result of being assigned one or more extra assignment(s), the employee will be eligible to receive one-fifth (1/5th) of the employee's applicable weekly rate for each regular workweek so worked.

If an employee is otherwise granted time off within the five (5) day work week (ex.: early release, personal appointments, etc.), such time off shall be credited against the eight (8) or more additional hours worked criteria for eligibility to receive the additional compensation referred to above.

Extra Assignment Definition: For purposes of this Section A(i) and Section A(iv), "extra assignments" includes producing re-airs for programs for additional time zone distribution, rolling/extended coverage, specials (i.e. evening weeknight special coverage, or election night panels), pre-tapes, assignments to backfill a vacant role on another program, "reading assignments" whereby a manager requires an employee to read an entire book written by a booked guest, and hearing coverage (including by watching, listening, or attending). Other examples of assignments that are not reflected herein may be considered as an extra assignment at management's discretion.

- ii. Extra Assignment(s) on a Regularly Scheduled Work Day: In the event an exempt employee, with prior management approval, is assigned to work at least one (1) hour beyond his/her typical hours worked within their regularly scheduled workday as a result of being assigned to work on an hour of live television that was initially scheduled to be non-live, the employee will be eligible to receive one-quarter (1/4th) of the employee's applicable daily rate for each work day so assigned.
- iii. In the event that an employee is eligible for both an extra one-fifth

(1/5th) of their applicable weekly rate under Section A(i) above and the payments delineated in Section A(ii) above in the same workweek, that employee shall receive the greater amount of either the payments delineated in Section A(i) or Section A(ii),
but not both.

- iv. Extra Assignment(s) on a Regularly Scheduled Day Off (i.e. 6th/7th Day): In the event an exempt employee is scheduled by the Company to work one or more extra assignment(s) on a regularly scheduled day off, the employee will be eligible to receive one-fifth (1/5th) of the employee's applicable weekly rate for each day so worked.
- v. Process for Submission: A process for logging extra assignments and hours worked on regularly scheduled work day(s) and regularly scheduled day(s) off, and employee's submission for payment, subject to managers' approval, will be discussed.
- vi. If an employee is assigned by the Company to work at least one hour between 12:00 a.m. and 6:00 a.m., they shall receive fifteen dollars (\$15) per shift so assigned.
- vii. Sections A(i) through A(vi) shall take effect April 4, 2024. The Company's current process for 6th/7th day submission and payment shall continue until the provisions of A(i) through A(vi) are implemented.

B. Non-Exempt Employees

For non-exempt classifications, the following work day/work week rules will apply:

- i. **Regular Work Day:** The regular work day shall consist of eight (8) hours worked in any work day. Time taken for meals during which work is not performed shall not be considered time worked for any purpose, including but not limited to calculating daily or weekly overtime or holiday premium pay.
- ii. **Regular Work Week:** The regular work week shall consist of forty (40) hours in five (5) days. The work week shall run from 12:01am Saturday to 12:00am Midnight Friday and an employee may be assigned to work for any five (5) days during this period.
- iii. **Overtime:** The Company may require the employee work more than (i) eight (8) hours in a day, (ii) forty (40) hours in a week, and/or (iii) five (5) days in any week. Hours worked in excess of eight (8) in a day or forty (40) in a week, excluding meal periods, shall be regarded as overtime and

compensated at one and one-half ($1 - \frac{1}{2}$) times the employee's regular rate of pay. A supervisor or manager must approve any non-scheduled overtime. In no case shall overtime accrue on overtime.

- iv. Night Premium: For non-exempt classifications, an employee who works between the hours of 12:00 Midnight and 6:00 A.M. shall be paid a night shift differential of fifteen percent (15%) of their regular rate of pay for each hour worked in this period.
- v. Short Turnaround: For non-exempt classifications, if an employee is required by the Company to report for work any sooner than twelve (12) hours after the completion of their previous shift, they shall be paid penalty pay in an amount equal to one-half ($\frac{1}{2}$) times their regular hourly straight-time rate of pay for all hours worked within such twelve (12) hour period.
- vi. The Company may require each employee to report and to certify the accuracy of such hours, including unpaid meal periods where applicable. Each non-exempt employee is responsible for submitting accurate time records in the form required by their department and not misrepresenting the hours worked either by overstating the actual hours or understating them. This includes regular hours worked, work performed outside of normal working hours, overtime, and time off from work. Falsifying time records, submitting inaccurate time records, working without submitting time records, are prohibited and may lead to discipline, up to and including discharge.

C. Workload

It is the intention of the Company not to require employees to work an excessive number of hours on a regular recurring basis, except as emergencies or breaking news may require. The Company and the Guild may meet in the form of a joint Labor Management Committee pursuant to Article 13 at the request of the Guild to discuss alleged excessive workload issues.

D. Notice of Changes to Employees Regular Schedule

The Company shall provide at least two (2) weeks' notice to employees of its intention to assign them to a new regular schedule. The Company retains the right of assignment and the right to modify employees' schedules, and days and hours of work.

ARTICLE 17: FREELANCE EMPLOYEES

The Company may engage freelance employees as follows:

- A. The primary purpose for the Company's engagement of freelance employees shall be:
 - Backfill of staff bargaining unit employees on PTO or leave (e.g., days off, holidays, vacation leave, leaves of absence, sick leave, short term disability, long term disability, parental leave, FMLA, etc.);
 - Open vacancies in the process of being filled, and/or;
 - Projects.
- B. The Company reserves the right to engage freelance employees to perform bargaining unit work for other reasons not listed in Section A for critical operational demands and/or unforeseen emergencies.
- C. The Company may hire employees on a daily basis up to an annual maximum of 10%. The daily hire allotment shall be calculated by multiplying 10% the number of staff employees in the bargaining unit as of January 1st of the prevailing year and then multiplying the result by 365 (e.g., .10 x number of staff in the bargaining unit x 365). This limitation shall not apply in the event a per diem replaces a staff employee on leave for a period of four (4) months or more.
- D. The Company's utilization of freelancers will not directly result in a decrease of the number of staff employees engaged in the bargaining unit.
- E. Application of the union security clause will take effect after the 45th day of a daily hire's employment in a calendar year, or 70th day of employment in two (2) consecutive calendar years, whichever is sooner.
- F. The Company will include information about covered freelancers in a census provided to the Guild.
- G. Terms and conditions of freelance engagement:
 - 1. Daily Minimums:
 - i. 1/5th of weekly salary for exempt roles
 - ii. Hourly rate for non-exempt roles
 - 2. Exempt employees will be eligible for extended assignment compensation.
 - 3. Non-exempt employees will be eligible for overtime if working more than 40 hours in a week or if working more than 8 hours in a workday;
 - 4. Eligible for premium pay for working on a recognized holiday.
 - 5. Leaves: Eligible for sick leave per local ordinances.
 - 6. Benefits: The Company will make a daily benefit contribution of \$40/day worked on the employee's behalf to the Entertainment Industry Flex Plan

(EIFP).

7. Severance: No eligibility for severance or separation pay. Can part ways with a freelance employee at any time for any reason; (anti-harassment/no discrimination section would apply to freelancers)

ARTICLE 18: HOLIDAYS

- A. The “Holidays” section of the NBCUniversal Employee Handbook shall be applicable to the staff employees covered by this Agreement in accordance with the terms of the Employee Handbook. Changes in the Holidays section of the Employee Handbook made during the term of this Agreement which apply to staff employees of NBCUniversal 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 Handbook.

- B. Exempt Employees: Any exempt staff employee who, with prior management approval, is assigned to work a full shift on a designated Company holiday shall earn one (1) full compensatory day. The compensatory day earned by the employee for working on a Company holiday must be used within six (6) months of earning the compensatory day, or if received in the fourth (4th) quarter, must be used by March 31 of the following year. If the compensatory day is not scheduled within six (6) months of earning the compensatory day, the employee shall be paid one fifth (1/5th) of the applicable weekly staff salary in lieu of the compensatory day off.

- C. Non-Exempt Employees: Any non-exempt staff employee who, with prior management approval, is assigned to work on a designated Company holiday shall be compensated at a rate equal to one and one-half (1 – ½) times their straight-time rate of pay for all straight-time hours worked on any such holiday, and a rate equal to two (2) times their straight time rate of pay for all overtime hours worked on any such holiday.

- D. If a Company designated holiday falls on an exempt or non-exempt staff employees’ regularly scheduled day off, and they are not assigned to perform work on such Company designated holiday, they shall be eligible to receive one (1) full compensatory day. The compensatory day must be used within six (6) months of earning the compensatory day, or if received in the fourth (4th) quarter, must be used by March 31 of the following year. If the compensatory day is not scheduled within six (6) months of earning the compensatory day, the employee shall be paid one fifth (1/5th) of the applicable weekly staff salary in lieu of the compensatory day off.

An employee must request and receive their supervisor’s approval to take compensatory days and provide adequate and reasonable notice for their compensatory day request. The Company shall make a good faith effort to schedule a compensatory day request.

ARTICLE 19: EMPLOYEE HANDBOOK, BENEFIT PLANS, PROGRAMS AND POLICIES

- A. The NBCUniversal Employee Handbook shall be applicable to the employees covered by this Agreement.
- B. The NBCUniversal Medical and Prescription Drug Coverage Plan shall be applicable to the employees covered by this Agreement in accordance with the terms of that Plan.
- C. The NBCUniversal Dental Coverage Plan shall be applicable to the employees covered by this Agreement in accordance with the terms of that Plan.
- D. The NBCUniversal Vision Care Coverage Plan shall be applicable to the employees covered by this Agreement in accordance with the terms of that Plan.
- E. The NBCUniversal Flexible Spending Account and Dependent Flexible Spending Account Plans shall be applicable to the employees covered by this Agreement in accordance with the terms of those Plans.
- F. The Comcast Corporation Reinvestment-Investment Plan shall be applicable to the employees covered by this Agreement in accordance with the terms of that Plan.
- G. The Comcast Employee Stock Purchase Plan shall be applicable to the employees covered by this Agreement in accordance with the terms of that Plan.
- H. The NBCUniversal Life and Accident Coverage Plan shall be applicable to the employees covered by this Agreement in accordance with the terms of that Plan.
- I. The NBCUniversal Short-Term Disability Policy shall be applicable to the employees covered by this Agreement in accordance with the terms of that Policy.
- J. The NBCUniversal Long-Term Disability Plan shall be applicable to the employees covered by this Agreement in accordance with the terms of that Plan.
- K. The NBCUniversal Voluntary Benefits Program shall be applicable to the employees covered by this Agreement in accordance with the terms of that Program.
- L. The NBCUniversal Employee Assistance Program shall be applicable to the employees covered by this Agreement in accordance with the terms of that Program.
- M. The NBCUniversal Adoption Assistance Program shall be applicable to the employees covered by this Agreement in accordance with the terms of that Program.
- N. The NBCUniversal Emergency and Family Aid Policy shall be applicable to the

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

- O. The NBCUniversal Education Assistance Program shall be applicable to the employees covered by this Agreement in accordance with the terms of that Program.
- P. The NBCUniversal Business Travel Accident Plan shall be applicable to the employees covered by this Agreement in accordance with the terms of that Plan.
- Q. The NBCUniversal Parental Leave Policy shall be applicable to the employees covered by this Agreement in accordance with the terms of that Policy.
- R. Changes in any of the Plan, Programs, and Policies specified in this Article (the “NBCUniversal Plans and Policies”) made during the term of this Agreement which apply to employees of NBCUniversal shall automatically be applicable under the same terms and conditions to eligible employees covered by this Agreement. The Guild will be notified of such changes to the NBCUniversal Plans and Policies. The Company will supply to the Guild, upon request, with a copy of each of the NBCUniversal Plans and Policies specified in this Article.
- S. The Company and the Union, having negotiated concerning the subject of the NBCUniversal Plans and Policies, 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 NBCUniversal Plans and Policies to unilaterally modify or make changes to the NBCUniversal Plans and Policies referenced in this Article.
- T. If, at the request of the Company, an Employee is recalled from their vacation or is required by the Company to change or postpone an approved vacation, they shall be reimbursed for any costs reasonably attributable to the interruption or change in their vacation. An employee who is recalled from their vacation shall receive the unused portion of their vacation on completion of such assignment or as soon as thereafter as practicable.

ARTICLE 20: POLICIES & GUIDELINES

Except as modified or restricted by this Agreement, policies which are applicable to similarly situated staff employees of the NBCUniversal News Group and MSNBC LLC. shall be applicable to employees covered by this Agreement, including but not limited to the Comcast Code of Conduct, NBCUniversal Employee Handbook, NBCUniversal Conflicts of Interest Policy, NBCUniversal News Policies and Guidelines. Changes made to such policies during the term of this Agreement which apply to employees of the NBCUniversal News Group and/or MSNBC LLC., as applicable, shall automatically apply to employees covered by this Agreement to the same extent as similarly situated MSNBC LLC. staff employees.

It is further agreed that the WGAE specifically waives any right to bargain over changes to any of the policies and/or guidelines applicable to employees covered by this Agreement under this Article.

ARTICLE 21: PERFORMANCE REVIEW PROGRAM

All employees will be included in the Company's Performance Review Program. Any changes made to the Company's Performance Review Program will be automatically applicable to employees covered by this Agreement to the same extent as similarly situated employees not covered by this Agreement. It is further agreed that the Guild specifically waives any right to bargain over such changes to the Company's Performance Review Program.

The parties agree there is no obligation to make commensurate wage increases following an employee's performance review.

As part of the Company's Performance Review Program, an employee may, if they so choose, submit to a Human Resources representative written feedback regarding their supervisor(s) and/or manager(s).

ARTICLE 22: REMOTE WORK EXCEPTIONS

The NBCUniversal Fully Remote Work Arrangement Policy shall be applicable to the employees covered by this collective bargaining agreement. Managers shall participate in the review of an employee's request for a remote work exception. If an employee is granted a remote work exception, they must sign and return a Fully Remote Work Agreement in a form acceptable to the Company. Changes to the NBCU Fully Remote Work Arrangement Policy or the Fully Remote Work Agreement made during the term of this Agreement which apply to similarly situated employees of NBCUniversal shall automatically be applicable under the same terms and conditions to eligible staff employees covered by this Agreement.

Requests from unit members for a remote-work arrangement will be considered by the Company in good faith, and in accordance with applicable law. Any decision of whether the employee shall be granted a remote work exception shall be made in the sole discretion of the Company.

The Company's review and determination shall not be subject to Article 12 of the Agreement [Grievance and Arbitration]. The Guild may place the Company's denial of an individual's request for a remote work exception on the official agenda as a topic for discussion between the Company and the Guild at the next quarterly Labor – Management Committee meeting held pursuant to Article 12, by written notice to the Company within thirty (30) days of the Company's denial. The affected employee may attend the meeting and may submit any supporting documents or other evidence during such meeting.

ARTICLE 23: LAYOFF & SEVERANCE

A. Notice

- i. Notice to employee: A staff employee shall be given two (2) weeks prior notice of termination or two (2) weeks pay computed at their regular base rate of pay in lieu thereof in the event their employment is involuntarily terminated by the Company, provided that such notice or pay need not be given to a Staff Newsperson terminated for the reasons specified in sections C, D, E, or F of this Article.
- ii. Notice to the Guild: The Company will notify the Guild of involuntary terminations of staff employees within the bargaining unit either contemporaneous to or within a reasonable time period following the notification to the impacted bargaining unit employee(s).

B. A Staff employee who is involuntarily terminated by the Company other than for the reasons specified in sections C, D, E or F of this Article shall receive a severance payment of two (2) weeks of their base weekly rate per year of service, as service credit is defined in NBCUniversal policy. The severance amount shall be subject to a minimum of eight (8) weeks of severance and a maximum of fifty-two (52) weeks of severance. Portions of a year less than six (6) months will be rounded down. Portions of a year of six (6) months or more will be rounded up to the next year. Payment of severance shall be contingent upon the employee executing and not revoking a general release in a form determined by and satisfactory to the Company.

C. The Company shall have the right to discipline, demote, suspend, or discharge a bargaining unit employee for just cause (subject to Sections C and D of this Article), which shall include but is specifically not limited to:

- i. Misconduct;
- ii. Insubordination; and/or
- iii. Failure to comply with Company policies or procedures

The Company shall follow the principles of progressive discipline for any discipline up to and including terminations under this section. However, the Company reserves the right to combine or skip steps depending on the circumstances of each situation and the nature of the offense. The WGAE reserves the right to challenge the Company's combining or skipping steps as violative of progressive discipline. Employees discharged for just cause shall not be entitled to notice or severance pay. If the final decision of the arbitrator is that cause did not exist for the discharge, they shall make such award as they

deem appropriate under the circumstances of the case.

- D. Following an investigation, the Company shall have the right to immediately discharge a bargaining unit employee for gross misconduct, without applying the principles of progressive discipline, which shall include but is specifically not limited to: 1) theft; 2) fraud; 3) embezzlement; 4) misappropriation, or reckless or willful destruction of Company property; 5) physical violence or threats of physical violence; 6) plagiarism or fabrication; or 7) sexual or other harassment in the workplace. This could include conduct that occurred prior to employment with the Company but was discovered by the Company during employment with the Company. If the WGAE chooses to arbitrate a termination for gross misconduct under the terms of Article 12, the only question for the arbitrator will be whether the employee engaged in the misconduct. If the final decision of the arbitrator is that the employee did not engage in the misconduct, the arbitrator shall order the reinstatement of the Employee involved and with an award for the net wages lost by them. The term “net wages” shall mean the wages the Employee would have earned from the Company, less such earnings (before withholding for Federal and State taxes) as they may have received for services rendered during the period they would otherwise have spent in the service of the Company. A bargaining unit employee discharged under this Section D shall not be entitled to notice or severance pay.
- E. The discharge of any bargaining unit employee who is discharged for the inability or unwillingness to satisfactorily perform the duties and responsibilities of their position shall be subject to the following terms and conditions:
- i. An employee whose performance has not been consistently satisfactory shall be so notified in writing as to how it has not been satisfactory and, thereafter, be afforded a period of at least ninety (90) calendar days to establish and maintain such a level of performance. A copy of such notification shall be given to the Guild. The employee in question may not be discharged pursuant to this Section E until they have been given at least ninety (90) calendar days to establish and maintain a satisfactory level of performance. Any notice that is provided under this Section shall be in writing and shall state that it constitutes notice under this Section, but such notice shall not preclude the Company from imposing discipline on such employee pursuant to Section C above.
 - ii. In lieu of arbitration, said discharge may accept a termination hereunder and, in that event, shall receive a severance payment of two (2) weeks base pay per year of service with a minimum of four (4) weeks, together with a termination package of job counseling, out-placement and other related employment services, all to be provided by or through the Company pursuant to applicable Company policy at that time. In addition,

the Company will not oppose any application for unemployment insurance. In consideration of the foregoing, said dischargee and the Guild shall immediately execute a general release in a form determined by and satisfactory to the Company.

- iii. If a discharge hereunder is arbitrated pursuant to the terms of Article 12, the Company's determination shall be sustained unless the Guild proves that the classification of said discharge under this Section is 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 may not modify the Company's underlying standards, policies or guidelines.
 - iv. In the event that the determination hereunder is sustained in arbitration, the Company shall have no obligation to provide the dischargee with any severance (whether pursuant to subparagraph (ii) above or otherwise) or to provide any of the other benefits described in subparagraph (ii).
 - v. 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 their present job or assignment, as a condition of sustaining the discharge.
 - vi. Neither the acceptance of any terminations nor any arbitration awards rendered hereunder may be cited in any other arbitration.
- F. A bargaining unit employee may be discharged as a result of the Company's determination that the unit employee's work product does not meet the Company's standards for editorial or creative content, editorial or creative quality, and editorial or creative judgment subject to the following terms and conditions:
- i. The employee shall be notified in writing that their work product does not meet such standards and shall thereafter be afforded a period of at least sixty (60) calendar days to establish and maintain a level of work product that satisfies such standards in the Company's discretion. An employee discharged pursuant to this paragraph shall receive severance pay of two (2) weeks base pay per year of service with a minimum of four (4) weeks base pay provided that the employee executes a general release in a form determined by and satisfactory to the Company and forgoes arbitration.
 - ii. If a discharge hereunder is arbitrated pursuant to the terms of Article 12, the Company's determination shall be sustained unless the Guild proves

that the classification of said discharge under this Section is 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 may not modify the Company's underlying standards, policies or guidelines.

Nothing herein shall limit the right of the Company to terminate an employee for non-discriminatory reasons due to any decisions reserved to management by the Management Rights provision, including, but not limited to, a reduction in force, layoff, or position elimination (including through a change in editorial direction).

ARTICLE 24: DIVERSITY, EQUITY & INCLUSION

A. Hiring & Promotion

- i. The parties share a belief that a diverse and inclusive workforce makes MSNBC's journalism and business stronger. As part of its ongoing efforts to promote diversity, equity and inclusion, MSNBC shall continue endeavoring to:

- a. Increase employment and sourcing from groups that are traditionally underrepresented in the media industry (e.g., women, people of color, those identifying as LGBTQ+, people with disabilities, and military veterans) and increase their opportunities for promotion and advancement within MSNBC.

- b. Examine hiring and employment practices and train managers to further promote gender and racial equality in hiring and employment practices; and

- c. Maintain 50% slate diversity (that is, at least 50% of the pool of candidates considered by management for an initial interview are people of color and at least 50% of the pool of candidates considered by management for an initial interview are women, (based on candidates who self-report only) for vacant bargaining unit positions for which MSNBC is seeking external candidates).

- ii. At minimum, all job postings shall include a job description, a description of the required skills and experience, language which reflects the encouragement of diverse applicants, and the following statement:

NBCUniversal's policy is to provide equal employment opportunities to all applicants and employees without regard to race, color, religion, creed, gender, gender identity or expression, age, national origin or ancestry, citizenship, disability, sexual orientation, marital status, pregnancy, veteran status, membership in the uniformed services, genetic information or any other basis protected by applicable law. NBCUniversal will consider for employment qualified applicants with criminal histories in a manner consistent with legal requirements, including the City of Los Angeles Fair Chance Initiative for Hiring Ordinance, where applicable.

- iii. The Company shall endeavor to share vacant bargaining unit positions for which it is seeking external candidates with: 1) associations of media professionals for groups that are traditionally underrepresented in the media industry, including by way of example but not limited to, the National Association of Hispanic Journalists (NAHJ), the National Association of

Black Journalists (NABJ), the Asian American Journalists Association (AAJA), the Native American Journalists Association (NAJA), the Association of LGBTQ Journalists (NLGJA), the South Asian Journalists Association (SAJA) and Writers of Color; and 2) with colleges and universities that draw their student populations from groups that are traditionally underrepresented in the media industry.

- iv. The Company shall endeavor to share vacant bargaining unit positions for which it is seeking external candidates with a WGAE representative within 72 hours after the position is posted externally.

B. Identity

- i. Employees shall have the right to be referred to by their co-workers and managers by the names and pronouns they chose.
- ii. If an employee's name is changed in connection with the employee's gender transition, the Company shall, upon request by the employee, make reasonable efforts to (i) replace the employee's former name with the employee's new name in all publicly available current content maintained by the Company (e.g., website bios, directories, and employee bylines where reasonably practicable); (ii) change the employee's records within the Company's control, as reasonably practicable within the Company's systems and except as may be otherwise required by law (e.g., EEOC filings), so that the records use the name and/or pronouns that the employee chooses; and (iii) update any Company-issued photographs, including identification badges and staff directories.
- iii. If any employee intends to or is going through a gender transition (irrespective of method), then, at the employee's request, the employee's manager or other appropriate representatives of the Company will meet with the employee to discuss any support it may provide to the employee during the employee's transition, including notifying co-workers and managers of the employee's status or transition.

C. Committee

- i. In furtherance of the parties shared commitment to diversity and inclusion, the parties shall create a Diversity Committee within 30 days' notice of ratification of this Agreement. Topics of discussion may include diversity in staffing, employee retention, mentorship, and workplace equity.
- ii. The Committee will consist of six (6) members (three (3) appointed by the Employer and three (3) elected by the bargaining unit). The Company and the Guild may agree to add additional representatives to the DEI Committee with mutual agreement. The Company will endeavor to include an appropriate

member of management/leadership for relevant agenda items suggested by the Guild DEI Committee representatives in advance.

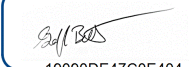
- iii. The Committee will meet on a quarterly basis, unless otherwise agreed, to discuss and make recommendations on current and potential diversity initiatives, including but not limited to diversity in staffing, employee retention, mentorship, and workplace equity. The DEI Committee will jointly identify specific initiatives to be considered and may request reasonable funding for such initiatives, which shall be considered by the Company in good faith.

It is the intent of the parties that disputes arising under this Article will be discussed on a non- adversarial basis, and in a good faith attempt to resolve outstanding issues. In further of such intent, the parties may, by mutual agreement and in writing, extend the timelines set forth in the grievance and arbitration provisions of this Agreements in order to discuss disputes arising under this Article at the next scheduled DEI Committee meeting. Notwithstanding the foregoing, any and all disputes arising under Section A(i) of this Article may be discussed at the next scheduled DEI Committee meeting convened under this Article and shall not be subject to the grievance and arbitration provisions of this Agreement.

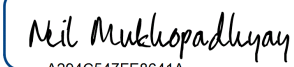
ARTICLE 25: TERM

This Agreement shall be effective as of December 4, 2023 and shall continue to and include December 3, 2026. Negotiation for amended terms of this Agreement shall begin upon written request of either party no later than sixty (60) days prior to December 3, 2026.

WRITERS GUILD OF AMERICA EAST

By: 
19090DE47C0E404...
Geoff Betts, Interim Executive Director

MSNBC LLC

By: 
A294C547FE8641A...
Neil Mukho, SVP Labor Relations

Sideletter 1

December 4, 2023

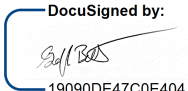
Geoff Betts
Interim Executive Director, Writers Guild of America East
250 Hudson Street, Suite 700
New York, New York 10013

Re: Primary Workforce


Personnel who are outside of the bargaining unit and are engaged to perform bargaining unit work may continue to perform work that is distributed on MSNBC cable and/or MSNBC on Peacock without being covered by the terms and conditions of this agreement. Article 2 shall not apply to personnel so assigned. In the event such non-bargaining unit personnel are full-time staff employees of NBCUniversal, their MSNBC editorial work shall be in connection with (but which may or may not be performed simultaneously with) other work or functions which such person(s) normally performs. MSNBC will use WGAE-represented employees as its primary workforce to perform the functions in connection with MSNBC produced cable television programming. In no event shall a non-unit full time staff employee's primary duties consist of bargaining unit work. There will not be a reduction in the size of the unit as a direct result of non-bargaining unit members performing bargaining unit work.

ACCEPTED AND AGREED:

WRITERS GUILD OF AMERICA EAST

By: 
19090DE47C0E404...
Geoff Betts, Interim Executive Director

MSNBC LLC

By: 
A294C547FE8641A...
Neil Mukho, SVP Labor Relations

Sideletter 2

December 4, 2023

Geoff Betts
Interim Executive Director, Writers Guild of America East
250 Hudson Street, Suite 700
New York, New York 10013

Re: Social Media / NBC News Standards Policies & Guidelines

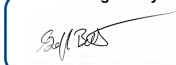
During negotiations for a first collective bargaining agreement, the parties discussed various aspects of Company policy and guidelines, including the social media policies and guidelines in the NBCUniversal Employee Handbook and the NBC News Standards and Guidelines. It is understood and agreed that the NBCUniversal Employee Handbook Policies and the NBC News Standards and Guidelines will continue to be applied to employees covered by this Agreement to the same extent as similarly situated employees not covered by this Agreement, see Article 26. It is further agreed that the WGAE specifically waives any right to bargain over changes to any of the policies and/or guidelines applicable to employees covered by this Agreement.

If the Company determines that a unit employee has violated the policy/policies on social media, it will notify the employee and describe such violation. The Company reserves the right to discipline or discharge unit employees for violating the policy/policies. Discipline and discharges for a violation of the social media policy/policies shall be subject to the just cause or gross misconduct standards delineated in Article 23. If a discipline or discharge is arbitrated, the arbitrator may not substitute his or her judgment for that of the Company, and may not modify the Company's underlying standards, policies or guidelines. Further, a violation of the Company's social media policy/policies may be referenced and included within Performance Improvement Plan documentation.

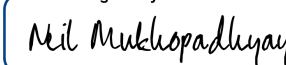
Within sixty (60) days of receiving notice of the ratification of the WGAE – MSNBC Collective Bargaining Agreement, the parties will meet to discuss the NBC News Standards Policies and Guidelines. The Guild shall propose an agenda of the specific topics it wishes to discuss to the Company two (2) weeks in advance of the agreed upon meeting date. It is understood and agreed that the NBCUniversal Employee Handbook Policies and the NBC News Standards and Guidelines will continue to be applied to employees covered by this Agreement to the same extent as similarly situated employees not covered by this Agreement, see Article 19.

ACCEPTED AND AGREED:

WRITERS GUILD OF AMERICA EAST

By: 
19090DE47C0E404...
Geoff Betts, Interim Executive Director

MSNBC LLC

By: 
A294C547FE8641A...
Neil Mukho, SVP Labor Relations

Sideletter 3

December 4, 2023

Geoff Betts
Interim Executive Director, Writers Guild of America East
250 Hudson Street, Suite 700
New York, New York 10013

Re: Return to Office Understanding

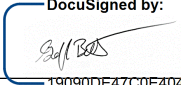
The company will maintain its current return to office policy in which employees who are not under an approved remote work exception governed by company policy are expected to work on-site in a hub designated by the Company, in a hybrid capacity of at least three (3) days per week.

Changes to the return to office process which apply to similarly situated employees of NBCUniversal shall automatically be applicable to bargaining unit employees, except as provided herein. In the event the Company intends to increase the number of days required to be in the office, the Company shall provide no less than seventy-five (75) days' notice to the Guild of its intent to include bargaining unit members in such change. The Guild agrees to meet with the Company within three (3) business days of receipt of such notification to bargain over the modification to the number of days in the office. If no agreement is reached by the parties during the seventy-five (75) day bargaining period, the Company may implement its last proposal to the Union. In the event the parties do not reach an agreement during the seventy-five (75) day bargaining period and the Company unilaterally implements its final offer after the conclusion of the seventy-five (75) day bargaining period, then the no-strike/no-lock out provision in Article 5 shall be suspended effective upon the date of the implementation. However, if the Union has not exercised its right to engage in a strike within thirty (30) calendar days after the effective date of the implementation, the no-strike/no-lock out provision shall be reinstated.

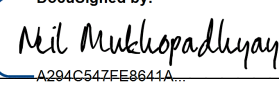
The Company will continue to maintain appropriate safety protocols and will meet upon request from the Guild to discuss the protocols in place at each Company facility where bargaining unit employees are required to report to.

ACCEPTED AND AGREED:

WRITERS GUILD OF AMERICA EAST

DocuSigned by:
By: 
19090DE27C0E404...
Geoff Betts, Interim Executive Director

MSNBC LLC

DocuSigned by:
By: 
A294C547FE8641A...
Neil Mukho, SVP Labor Relations

Sideletter 4

December 4, 2023

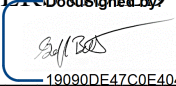
Geoff Betts
Interim Executive Director, Writers Guild of America East
250 Hudson Street, Suite 700
New York, New York 10013

Re: Writing Associate Producers


It is understood that if a Writing Associate Producer has been in the Writing Associate Producer role for three (3) years and has not successfully been offered a producer position after applying and interviewing for an open producer role, the Writing Associate Producer shall have the opportunity to take a writing test and be considered by the Company to be reclassified to a producer position.

ACCEPTED AND AGREED:

WRITERS GUILD OF AMERICA EAST

By: 
19090DE47C0E404
Geoff Betts, Interim Executive Director

MSNBC LLC

By: 
A294C547FE8641A...
Neil Mukho, SVP Labor Relations

Appendix A

Chart (i): Duration of Eligible Assignment

	Chart (i): Duration of Eligible Assignment												
	<u>C¹: 11 – 15 days</u> <u>(wk 3)</u>	<u>C: 16 – 25 days</u> <u>(wk 4 – 5)</u>	<u>C: 26 – 35 days</u> <u>(wk 6 – 7)</u>	<u>C: 36 – 45 days</u> <u>(wk 8 – 9)</u>	<u>C: 46 – 55 days</u> <u>(wk 10 – 11)</u>	<u>C: 56 – 65 days</u> <u>(wk 12 – 13)</u>	<u>C: 66 – 75 days</u> <u>(wk 14 – 15)</u>	<u>C: 76 – 85 days</u> <u>(wk 16 – 17)</u>	<u>C: 86 – 95 days</u> <u>(wk 18 – 19)</u>	<u>C: 96 – 105 days</u> <u>(wk 20 – 21)</u>	<u>C: 106 – 115 days</u> <u>(wk 22 – 23)</u>	<u>C: 116 – 125 days</u> <u>(wk 24 – 25)</u>	<u>C: 126 – 135 days</u> <u>(wk 26 – 27)</u>
	<u>N²: 31 – 50 days</u>	<u>N: 51 – 70 days</u>	<u>N: 71 – 90 days</u>	<u>N: 91 – 110 days</u>	<u>N: 111 – 130 days</u>	<u>N: 131 – 150 days</u>	<u>N: 151 – 170 days</u>	<u>N: 171 – 190 days</u>	<u>N: 191 – 210 days</u>	<u>N: 211 – 230 days</u>	<u>N: 231 – 250 days</u>	<u>N: 261 – 280 days</u>	
Associate Producer Coverage	\$150	\$225	\$300	\$ 375	\$ 450	\$ 525	\$ 600	\$ 675	\$ 750	\$ 825	\$ 900	\$ 975	\$ 1,050
Producer Coverage	\$200	\$ 300	\$400	\$ 500	\$ 600	\$ 700	\$ 800	\$ 900	\$ 1,000	\$ 1,100	\$ 1,200	\$ 1,300	\$ 1,400
Line & Coord. Producer Coverage	\$250	\$375	\$500	\$ 625	\$ 750	\$ 875	\$ 1,000	\$ 1,025	\$ 1,150	\$ 1,275	\$ 1,400	\$ 1,525	\$ 1,650
Senior Producer Coverage	\$300	\$ 450	\$ 600	\$ 750	\$ 900	\$ 1,050	\$ 1,200	\$ 1,350	\$ 1,500	\$ 1,650	\$ 1,800	\$ 1,950	\$ 2,100

¹ C = consecutive days worked

² N = non-consecutive days worked

If an employee continues to be assigned to an upgraded role after one-hundred and thirty-five (135) consecutive working days, they shall be eligible for the applicable 126 – 135 days (week 26 – 27) payment reflected above, as well as the applicable rate contemplated in chart (ii) below for each additional five (5) consecutive working days (i.e. one week) extension, so long as the extension is contiguous to the previous one-hundred and thirty-five (135) working days in the upgraded role.

Chart (ii): Extension of Eligible Upgrade Assignment Beyond 135 Consecutive Working Days	
	Additional lump sum payment for each one week (five (5) consecutive working day) extension to a temporary upgrade assignment(s) within the same calendar year:
Associate Producer Coverage	\$ 150
Producer Coverage	\$ 200
Line Producer & Coordinating Producer Coverage	\$ 250
Senior Producer Coverage	\$ 300