

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE WRITERS GUILD OF AMERICA, EAST AND  
GIMLET LLC**

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE, the Guild, or the Union, and Gimlet LLC, hereinafter called Gimlet Media, the Employer, or the Company, agree as follows:

**Article 1 – Recognition**

Gimlet Media (the “Company”) recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of regular full-time and regular part-time employees employed by the Company in the following job titles for Gimlet Media:

- Associate Producer
- Associate Editor
- Editor
- Host
- Producer
- Reporter
- Reporter / Producer
- Senior Producer (individual contributor track)
- Senior Producer (supervisory track)

And similarly situated employees, and excluding all other employees, managers, clerical employees, guards, professional employees, and supervisors as defined in the National Labor Relations Act.

**Article 2 – Grievance and Arbitration**

A. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a “grievance” or “grievances”) between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.

B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than forty-five (45) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company and the WGAE shall meet within ten (10) days of receipt of the written grievance.

C. If the grievance is not resolved, the grieving party may, within forty-five (45) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within seventy-five (75) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and

authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision.

D. The determination of the arbitrator shall be final and binding upon the Company, the WGAE, and/or the represented employee(s); and the costs of the arbitration (*e.g.*, arbitrator's fee, filing fees) shall be borne equally by the Company and the WGAE, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.

E. Except in cases of non-discrimination and harassment grievances, a failure to submit a grievance or demand arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance and/or the arbitration as the case may be. Arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party's sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law. Non-discrimination and harassment grievances shall not exceed the legal statute of limitations.

### **Article 3 – Union Security/Dues Deduction**

#### **A. UNION SECURITY**

a. The employer agrees that it will not continue any Employee in its employ under this Agreement unless the employee is a member in good standing of the Union, has made application for membership in the Union or for "agency fee" status 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 initial fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Employer to discharge such people upon written notice to such effect by the Union unless such dues and/or initial fees are tendered within five (5) days after the mailing of such notice to the Employer.

#### **B. DUES CHECKOFF**

The Employer agrees that upon thirty (30) days' notice thereafter from the Guild, it shall 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 matter 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 Gimlet Media, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if

owing, 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 Employer, or for a period of one year from the date appearing herein, 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 Employer 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: \_\_\_\_\_

Dues shall be deducted on each payday. The Employer further agrees to furnish WGAE at the time it remits the dues deducted, a roster of all employees names, weekly rate of pay, date of employment and fees/dues deducted, or if no deduction was made, the reason for not making a deduction.

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 deduction in accordance with the foregoing authorizations and assignments.

#### C. INFORMATION TO GUILD

a. Job Postings: Bargaining Unit Job Postings will include “this is a position covered under the Writers Guild of America East Collective Bargaining Agreement.”

b. On a monthly basis, the Employer shall supply the Guild with a list containing the following information for each employee: name, address, date of birth; contact info including work email, personal email, cell phone, and home address; hire date; job title and job descriptions; race (self-identified); gender (self-identified); LGBTQ+ status (self-identified); salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation; any merit increases granted by name of the employee, individual amount, resulting new salary, and effective date; salary changes by reason thereof, and effective dates; resignations, retirements, deaths; and other revisions in data from the prior month

#### **Article 4 – No-Strike/No-Lockout**

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing, sympathy strike, unfair labor practice strike, or refusal to cross a picket line or any boycott or any other interference in the conduct of the business of the Company for any reason whatsoever. During the term of this Agreement, the Company shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

**Article 5 – Management Rights**

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE becoming the collective bargaining representative of the employees covered by this Agreement.

The rights which shall remain within the sole and exclusive control of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company’s rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

**Article 6 – Labor Management Committee**

A committee comprised of up to seven (7) bargaining unit members and up to seven (7) members of management (with the option of including additional representatives to discuss specific issues) shall convene within 60 days of the ratification of this agreement.

The committee shall meet at least quarterly to discuss workplace matters with the option, in case of emergency, to meet sooner. During the meeting, the committee may inquire regarding the financial health of the Company, or the current plans for content development (although neither of these inquiries shall create a right to information on those topics).

As an advisory committee, the committee shall have no authority to implement changes in policies or practices, to modify the Agreement, or to bind either party to any agreement.

**Article 7 – Compensation**

A. Effective upon ratification, employees shall receive the minimum salary stated below, based on their job title, if their current compensation is below the minimum.

Associate Producer	\$73,000 effective 3/1/2021 \$74,000 effective 3/1/2022
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	\$75,000 effective 3/1/2023
Editor	\$125,000
Host	\$110,000
Producer	\$87,000
Associate Editor	\$100,000
Reporter/Producer	\$87,000
Senior Producer (individual contributor track)	\$108,000 effective 3/1/2021 \$109,000 effective 3/1/2022 \$110,000 effective 3/1/2023
Senior Producer (supervisory track)	\$108,000 effective 3/1/2021 \$109,000 effective 3/1/2022 \$110,000 effective 3/1/2023

B. The parties understand that the Company may, in its sole discretion, grant salaries to employees greater than these salary minimums.

C. No bargaining unit employee will have their salary reduced during the term of this agreement. However, should a bargaining unit employee ask to move to a job that carries a lower minimum, or the Company offers the employee a job that carries a lower minimum in lieu of termination, the Union and the Company shall meet to discuss whether or not the salary will be reduced, and if so, the appropriate salary for the employee. The final agreed-upon salary shall be no less than the median salary for current employees in the new job classification.

D. No bargaining unit employee shall be demoted as a result of this agreement.

E. Upon promotion to a bargaining unit job with a higher minimum, an employee shall receive at least the minimum salary for their new position or a meaningful increase, whichever is higher.

F. For each month that a bargaining unit employee is assigned by the Company to take over the role of someone who is above their current title and is out on parental or similar leave, or assigned by the Company to backfill for a regular host who is on parental or similar leave and is the sole host of their show, they shall be paid a differential of 10% of their current salary for each full month they are in the role above their current title, to be paid at the end of the leave.

G. Bargaining unit employees shall receive the following economic increases during the term of this Agreement, subject to the conditions below:

a. Upon ratification, each bargaining unit employee shall either move up to the minimum for their position or receive a minimum increase of 2%, whichever is higher. Employees who received a wage increase on March 1, 2021 shall not be eligible for the 2% increase unless their increase was less than 2%, in which case they will be topped up to 2%.

b. On March 1, 2022, each bargaining unit employee shall receive a minimum wage increase of 2%. Employees on personal service contracts who received an increase of 2% or higher in the 12 months preceding March 1, 2022 shall not receive this increase.

c. On March 1, 2023, each bargaining unit employee shall receive a minimum wage increase of 2%. Employees on personal service contracts who received an increase of 2% or higher in the 12 months preceding March 1, 2023 shall not receive this increase.

H. For the avoidance of doubt, the Company in its sole discretion may elect to withhold a 2% salary increase to any employee who is under disciplinary review or performance management. The granting of equity/incentive mix shall continue to remain at the sole and complete discretion of the Company pursuant to the terms & conditions governing the equity/incentive mix plan(s) and, for the avoidance of doubt, shall not be subject to the grievance and arbitration provisions contained herein.

### **Article 8 – Compensatory Time / Overtime**

A. For shows other than those defined in B below:

Employees shall be eligible to receive a compensatory day off (“Comp days”) when working outside of normal work hours for breaking news/live events (election night, award shows, etc.). The guidelines for the accrual and use of comp days for employees eligible under this provision are as follows:

1. Employees shall accrue one (1) full Comp day when required to work on a weekend day, or evenings that involve four (4)+ hours.
2. Comp day accrual should be approved by the employee’s manager ahead of time.
3. To schedule and take an accrued Comp day, employees need approval from their manager.
4. Employees shall not be required to perform work while taking an approved Comp day.
5. Employees must affirmatively attempt to take accrued Comp days within six (6) months of accruing the day, or the day shall be forfeited. If the Employee attempts to take the time off, but the employee’s supervisor or manager can’t agree on a specific day off within nine (9) months of the date of accrual, then employee shall designate their day off in the period from nine (9) months to twelve (12) months from its accrual.

B. Daily Shows Requiring Unusual Work Schedules and Long Hours

This section shall apply to shows published on a daily basis, where the regularly expected work schedules require employees to regularly and normally work outside of standard daytime hours, including working evenings, overnight or early morning hours (prior to 8am local time), weekends, and regularly working longer than normal work-days (e.g. “The Journal”, “The Get Up”).

In recognition of the unique demands and unusual expected work schedule of those bargaining unit employees assigned to work on Daily Shows as described above, employees assigned to such programs shall receive an additional 6% differential on top of their current salary during the time of such assignment. At the end of the assignment, the differential will end. The differential will be paid as a separate amount from regular salary.

Further, employees assigned to programs covered under this Section B shall be eligible for the comp time when they work extraordinarily long hours outside of the expected work schedule for such programs. By way of example, employees on such programs should be expected to work at least one late night per work week, and such programs may require additional work on occasional weekends. Where an employee works unscheduled late nights (evenings that involve four (4)+) during the week, or an unscheduled full weekend, they may request a comp day from their manager. The manager and employee shall agree on a mutually acceptable day off.

The Employer shall maintain the flexible scheduling practice of giving employees the following morning off after a late night.

C. The Company shall comply with all applicable federal, state, and/or local laws regarding overtime for non-exempt employees.

### **Article 9 – Employee Classifications**

A. Employees may request the job descriptions for their job at any time.

B. If the Company creates a new position in the bargaining unit, it will notify the Union of the new position and negotiate over the appropriate classification minimum salary for the new position for a period not to exceed thirty (30) calendar days from the date of notice to the union.

### **Article 10 – Benefits and Leave**

Bargaining unit employees shall continue to receive the same level of medical, dental, and vision benefits, the same family forming, 401(k), FSA, commuter, Short-term disability, Long-term disability, and Life insurance benefits, and all existing time off policies, as they received and existed at the time of ratification. Such benefits shall continue to be provided on the same basis and under the same terms and conditions as existed at the time of ratification of this Agreement and shall not change during the life of this Agreement.

## **Article 11 – Non-Discrimination**

Employees will not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex (including pregnancy, childbirth, or related medical conditions), genetic predisposition or carrier status, immigration status (except as required by law), DACA status, age, disability, marital status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law.

The Company shall also continue its practice of making commercially reasonable efforts to provide gender neutral lavatories at all of its office facilities.

The Employer may not refuse to hire, may not terminate an employee, and may not take an adverse employment action against an individual because that individual has been previously convicted of one or more criminal offenses, or because of a belief that a conviction record indicates a lack of "good moral character." unless there is a direct relationship between one or more of the previous criminal offenses and the specific employment sought or held, or employment of the individual would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

The parties acknowledge that discrimination shall not be tolerated based on any factor that is not relevant to the Employee's job duties. The Company shall continue to provide for reasonable accommodation for employees in accordance with law. The Company will engage with the affected employee to determine the reasonable accommodation.

The Company shall continue to enforce its current nondiscrimination against and accommodation of individuals with disabilities policy and ensure that the policy is available to all employees. If the policy is amended, the union shall be provided advance notice of the change.

Subject to the below conditions, this provision does not waive an employee from pursuing claims made pursuant to Title VII of the Civil Rights Act, the American with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, or any other similar laws, rules or regulations.

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article (with a AAA panel of employment, as opposed to labor, arbitrators) or in a court of competent jurisdiction, but he, she or they shall not pursue both. If the employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute. Once an arbitration has been initiated under this Agreement, an employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has



been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

Nothing in this provision shall be interpreted as limiting an Employee's right to file a charge of discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws

## **Article 12 – Diversity**

### **A. DIVERSITY COMMITTEE**

The parties share a commitment to diversity, parity, and inclusion in both unit staff and coverage. The Employer shall make strong and sustained efforts, including the commitment of resources to recruitment, mentorship, and trainings.

A subcommittee of the labor management committee shall convene as an addendum to the labor management committee and shall meet at least quarterly, to guide, assist and monitor the progress of diversity, parity, and inclusion with regard to recruitment, selection, retention, mentorship, advancement, and editorial coverage. The Committee shall have a budget of \$100,000 per calendar year funded by the Company.

The Diversity Subcommittee of the labor management committee shall consist of up to three (3) Company representatives and three (3) representatives appointed by the bargaining unit, who must also serve on the Labor Management Committee.

The Company shall make good faith efforts to increase representation of BIPOC and LGBTQ+ employees throughout the Company, including in management positions at Gimlet Media. This provision shall not be subject to the arbitration provisions of this Agreement.

### **B. INFORMATION AND DATA**

Within 90 days of ratification of this agreement, the Company will conduct, and make available to the Union, a report of bargaining unit employees' self-reported demographics including but not limited to: race/ethnicity, national background, educational background, sexual orientation, gender identity, age and creed. The report will be updated every six (6) months.

### **C. OPEN JOB POSITIONS**

All open bargaining unit jobs for which the Company is seeking outside candidates, and which are not being created with a specific individual in mind, will be posted for a minimum of two weeks. The Company will make a sustained effort to circulate posting and recruit candidates from groups that have been traditionally under-represented within the media industry, including with respect to: race/ethnicity, national background, educational background, sexual orientation, gender identity, age and creed.

When the Company seeks outside candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit

employee, the Company shall set goals aimed at creating diverse candidate pools. The goal across all such vacant bargaining unit positions for which the Company is seeking outside candidates is an aggregate candidate pool, at a stage in the application process after the recruiter phone interview stage, that is comprised of at least 50% of the candidates are from groups traditionally underrepresented at Gimlet Media (BIPOC, those identifying as LGBTQ+, people with disabilities, and military veterans). At the Diversity Subcommittee, the Company shall provide the results for the roles closed in the prior quarter, so that the Committee can assess whether the above-referenced goals are being met. The Committee may also consider the demographic composition of the unit as part of that discussion. If in a calendar year the Company is unable to meet that aggregate goal of 50% the Diversity provision of the Agreement shall be reopened for further bargaining over additional steps to meet the percentage goals. For purposes of calculating the 50% applicants who do not self-report or prefer not to disclose shall not be included in the numerator or denominator.

The Employer shall provide a quarterly report to the Diversity Sub-Committee of the Labor Management Committee with the following information: list of open positions at Gimlet Media, a list of places where open positions are posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups) by Gimlet Media HR. The report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists “NABJ”).

### **Article 13 – Discipline & Discharge**

- A. All bargaining unit employees shall be subject to a one hundred twenty (120) day probationary period, during which the Company has the sole discretion to terminate employment. All other articles in this contract shall apply to probationary employees unless otherwise stated.
- B. The Company shall have the right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to bargaining unit employees for just cause, which shall include but is specifically not limited to:
- i. misconduct;
  - ii. poor work performance that is not subject to section (E) below;
  - iii. continued unsatisfactory performance after a period of review or feedback for at least forty-five (45) days after notice of review;
  - iv. insubordination or other failure to perform job duties;
  - v. failure to comply with Company policies;
  - vi. theft, fraud, embezzlement, misappropriation, or reckless or willful destruction of the Company’s property;
  - vii. physical violence or threats of violence of any kind;
- C. Employees shall have the right to a Union representative at all investigatory meetings that may lead to discipline of the employee.

D. Whenever the Company issues a written notice of disciplinary action to a bargaining unit employee, it shall immediately inform the WGAE Business Agent or their designee that a written disciplinary notice has been issued, and the name of the employee to whom it was issued.

E. Creative, Editorial and Quality Matters / Kill Fee

The Company shall have the unilateral right to discharge or otherwise discipline any bargaining unit employee if, in the Company's sole discretion, the employee does not meet the Company's or management's policies, or the Company's standards relating to editorial content, program, or project content, editorial program or project quality, editorial or creative judgment, professional journalistic ethics, subjective operational or programmatic needs, lack of creative fit after a move from one project to another project, or any other reason related to creative output, provided the employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. Alternatively, employees can instead be provided four (4) weeks pay in lieu of notice. Such a decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these Creative, Editorial or Quality Matters. If that is the case, the arbitrator may under no circumstances substitute his/her judgment for the editorial judgment of the Employer and must uphold the discharge or other disciplinary action. This notice pay shall be in addition to severance pay.

F. It is further understood that notwithstanding any of the above, for any employee hired on a project or fixed-term basis, the employment may end at the end of the project or fixed-term period without any restrictions or any further obligations by the Company. In addition, in the event the specific project to which an employee is assigned is cancelled, discontinued or ended for any reason, there will be four (4) weeks notice or pay in lieu thereof.

**Article 14 – Layoffs and Severance**

A. Any bargaining unit employee that is laid off for economic or other reasons, shall, upon execution of standard Company severance and release agreement, receive severance per the below chart:

Years of Service	Weeks of severance
Less than 1 yr	11
1 yr	12
2 yrs	12
3 yrs	13
4 yrs	14
5 yrs	16
6+ yrs	18

B. Any bargaining unit employee that is terminated pursuant to Section E of Article 13 (Discipline and Discharge), shall, upon execution of standard Company severance and release agreement, receive severance per the below chart:

Years of Service	Weeks of severance
Less than 1 yr	7
1 yr	8
2 yrs	8
3 yrs	9
4 yrs	10
5 yrs	12
6+ yrs	14

C. Any bargaining unit employee who receives severance payments, and who was enrolled in Company-provided medical, dental and vision benefits, shall receive a lump sum, one -time monetary equivalent of the Company's share of the monthly COBRA premium, for the portion of the severance period for which they are no longer receiving Company benefits.

D. For a period of 1 year after a layoff, any laid off employee that applies for an open position and meets the minimum qualifications for that position will be provided a screening interview for the position.

E. It is expressly understood that if an employee is hired on a fixed term basis (per their written employment agreement), the employment may end at the end of the fixed term period without any severance obligations. If the project ends before the fixed term period, the Employee shall receive the lesser of severance per this Agreement or the remainder of the fixed term contract.

F. Any employee that has Garden Leave in their individual employment agreement and is entitled to severance under this Agreement shall, upon execution of a standard Company severance and release agreement, receive Garden Leave or contractual severance, at their option, but not both.

#### **Article 15 – Garden Leave**

The Company shall grant garden leave for any bargaining unit employee with it in their individual contracts.

Any employee request to waive garden leave will be considered on a case by case basis consistent with current practice. A garden leave waiver shall not be denied for arbitrary or capricious reasons. If an employee's garden leave waiver is rejected, the employee may request an explanation in writing from management. Management shall provide an explanation on the waiver, within three (3) business days.

### **Article 16 – Outside Work**

Employees shall abide by the Side Business policy, which is attached to this Agreement as Exhibit A.

The Company shall have no ownership claim to work created pursuant to an approved request under the Side Business policy.

The Company shall respond to the form within ten (10) business days. A failure to respond constitutes approval. The Company shall abide by the terms of the side business form in determining approval. If the Company changes the Side Business Form, management shall negotiate with the union over such changes.

### **Article 17 – Individual Agreements**

The Employer will not require as a condition of employment that any bargaining unit employee enter into mandatory arbitration provision for employment claims not covered by the terms of this collective bargaining agreement.

All post-employment Non-Compete obligations in existence at the time of ratification of this Agreement shall be deleted in their entirety, except that the Company may negotiate for a post-employment non-compete for any employee earning more than \$155,000 annualized per year.

### **Article 18 – Book Rights**

Bargaining unit employees may make a request to the Company for the right to license from the Company work created for the Company in a book authorized under the side business policy.

Bargaining unit employees who have been authorized to write a book under the side business policy shall be able to request that the Company grant an unpaid book leave with benefits. This may also include working for the Company part time for an extended period. It shall be in the Company's discretion as to whether to grant the leave. This shall not be subject to the grievance and arbitration provisions of this Agreement.

### **Article 19 – Third Party Payroll Providers**

Individuals employed on full-time temporary basis (30 hours per week or more) through Target-CW or similar third party entities shall be allotted, on a pro rata basis, the same vacation time

off as employees of the Company (for example, individuals engaged through Target-CW for a six month period shall receive 11.5 days of vacation). Any unused vacation days will be paid out when that employee leaves the company.

Following ratification of this Agreement, an individual shall not be engaged as an employee through a third-party payroll provider (e.g. Target-CW), performing in a role covered by this Agreement, for longer than ten (10) months. If the Company wishes to utilize that individual beyond ten (10) months, the individual will be offered employment with the Company (via an offer letter) no later than thirty (30) days before the expiration of their employment with the third-party payroll provided. A third-party payroll employee who is converted to a full-time Company employee shall have the time spent employed through the third-party counted towards their seniority for severance purposes only. The Company shall not discontinue an engagement, then rehire the same individual on a schedule that undermines the spirit of this Article.

For individuals currently employed by a third-party payroll provider, performing in a role covered by this Agreement, the Company shall be permitted to honor the terms of existing short-term contracts, even if the contract is for longer than ten (10) months. Upon the completion of these existing agreements and if individuals currently employed by third-party payroll provider have worked for longer than ten (10) months, then if the Company wishes to utilize that individual, they will be offered employment with the Company. If individuals currently employed by third-party payroll providers have worked for less than ten (10) months upon expiration of their current agreement, the Company may engage them for up to a total of ten (10) months (inclusive of the expired contract term), subject to the terms of this Agreement.

#### **Article 20 – Editorial Standards**

A. The Company shall not modify published editorial content, or fail to publish editorial content, at the direction of advertisers.

B. Editorial bargaining unit members shall not be required to work on advertising and Branded Content. This provision does not bar Hosts from reading advertisements.

C. Bargaining unit employees shall not be required to perform work on any non-fiction or non-satirical piece that they reasonably believe to be: 1) demonstrably false; or 2) may be reasonably construed to violate ethical journalistic standards.

#### **Article 21 – Travel and Expenses**

A. Employees may request a Company credit card. The Company shall make best efforts to address specific situations that might cause undue financial hardship for business travelers.

B. The Company shall reimburse employees for parking expenses incurred when on a work assignment away from a Company office.

C. The Company shall reimburse employees for non-commute toll expenses incurred during the course of their work assignment(s).

- D. Employees on assignment and approved to work in the evening (past 9pm local time) shall be reimbursed for reasonable car service expenses to their place of residence (including hotels and other institutions outside of the traditional “home”).
- E. The Employer shall continue to reimburse employees for approved expenses incurred in the course of travel reporting trips.
- F. The Employer shall continue to provide meals for late-night work.
- G. The Employer shall provide NEED company credit cards (or equivalent) for each team / show to cover production expenses.
- H. For reimbursement expenses, the Employer shall reimburse the employees within two weeks of the request, if approved

#### **Article 22 – Workplace Transparency**

- A. The Company shall maintain an organizational chart, in electronic form, updated regularly, in which bargaining unit employees can view the current management structure. The organizational chart shall also indicate Gimlet Media's executives.
- B. The Company shall maintain Employee Policies on the Company intranet.
- C. Employment Records: Upon request, an employee is entitled to review their employee files.
- D. The Union shall be notified by the Company of any material changes in managerial command structure and or material changes to Employee Policies within two (2) weeks of the changes.

#### **Article 23 – Health and Safety / Sexual Harassment / Workplace Culture**

- A. The Company shall provide its employees with a healthy and safe work environment.
- B. Should an employee believe they are being placed in an unsafe, unhealthy work environment that does not meet Company expectations or policy, the employee should immediately escalate their concerns to their supervisor or HR, or any other channels provided to employees to report such concerns, so that the Company may address the concerns, as appropriate. An employee in the field, who cannot safely contact their supervisor or HR, may exercise their professional judgment as to matters of safety and security.
- C. Upon request, the Employer shall provide trainings around health and safety relative to the specific work circumstances of the employees requesting such training.

- D. The Company shall continue to enforce its anti-harassment policy and ensure that the policy is available to all employees
- E. A bargaining unit employee that is making a harassment complaint may, at their sole and complete discretion, bring a union representative with them to meetings regarding the lodging and investigation of said harassment complaint. Should a union representative accompany an employee to such a meeting, the union representative must sign a Non-Disclosure Agreement. Any union representative who accompanies a complaining employee may not be involved in any way in representing an employee against whom a complaint has been made.
- F. The Labor Management Committee shall work with Human Resources to raise awareness of the Company's anti-harassment policy. As part of its yearly engagement survey, the Company will include questions about the anti-harassment policy.
- G. Nothing in this contract prevents an employee to seek legal remedy
- H. Bargaining unit employees shall not be retaliated against for making claims under this Agreement.

#### **Article 24 – Career Development/Workplace**

- A. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the employee's request to discuss the employee's career opportunities. Following such a meeting, a subsequent meeting shall not be required for one (1) calendar year.
- B. Each employee shall meet with their supervisor at least once per year for the purposes of receiving a review of their performance. A record of the review shall be provided in 14-21 days.
- C. If an existing employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request a meeting with their supervisor or a designated Company representative to discuss their application. Such feedback shall be provided in thirty (30) days.
- D. Upon the request of an employee, the Company shall inform the employee of any minimum qualifications for a job to which the employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, unless otherwise specified in this Agreement.
- E. All salary increases not required by this Agreement shall be communicated to employees in writing by HR.
- G. The Company will send an email on a monthly basis to bargaining unit employees listing all posted full-time bargaining unit positions.



H. The Company shall provide the Union with a form that employees can use to anonymously review their supervisor or manager. Should an employee wish to complete such a review, they will request the form from the Union, and return it to the Union, which will then forward the form to a designated Company representative.

### **Article 25 – Professional Development**

Full-time bargaining unit employees may continue to request to attend relevant professional development opportunities. The Company shall continue to provide an annual stipend for approved opportunities. Upon ratification, the annual stipend shall be \$500.

### **Article 26 – Resources/Subscriptions**

Bargaining unit employees may request that the Company provide access to industry-related online paywalls and subscriptions that are directly relevant to their job duties. Such requests shall be given due consideration by the Company and will not be arbitrarily denied. Decisions shall be based in part upon the Company's evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Company as to the need for any associated project. The Company may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

### **Article 27 – Office**

A. If the Company moves twenty five percent (25%) or more of bargaining unit employees from the Brooklyn, NY office space to a new office space that is within twenty-five (25) miles of their current office space, the Company will notify the union at least ninety (90) days in advance of the move and will offer to meet to discuss plans for use of the new office space, and the design and location of workstations for unit members. If the Employer moves to a new office space before providing ninety (90) days' notice, the Company will meet with the Union to discuss the effects of the move.

B. If the Company moves twenty-five (25%) percent or more of bargaining unit employees from the Brooklyn, NY office space to a new office space that is more than twenty-five (25) miles from their current office space, the Employer shall, unless there are unforeseen circumstances, notify the union at least five (5) months in advance of the move. The Company will meet with the Union to discuss the effects of the move.

### **Article 28 – Legal Defense**

If any bargaining unit employee is sued or charged under a federal, state, or local law, or is subpoenaed as a witness, in connection with the employee's performance of authorized work for the Company at the direction of an authorized agent of the Company, the Company shall provide legal counsel for the employee for the duration of the suit at the Company's expense. Final selection of such counsel will be at the discretion of the Company, and the selected counsel shall take strategic direction from the Company with input from the affected employee. Gimlet Media and the involved employee will notify each other immediately upon receiving notice of

such litigation or threat of litigation. The legal support described above is subject to customary exceptions such as gross negligence or omission, or any intentional or knowing violation of the law or policies. If the Employee(s) have reasonable concerns about the Company's strategy or choice of legal counsel, nothing prevents the employee(s) from, at their own expense, hiring different legal counsel and pursuing a resolution separately.

### **Article 29 – Minimum Terms**

This Agreement contains the minimum terms and conditions of employment. The Company shall not enter into any agreement or contract or employ any employee upon terms and conditions less favorable than those set forth herein. Nothing in this Agreement shall be deemed to prevent the Company, at its sole discretion, from providing, or any individual employee from requesting or obtaining terms and conditions in excess of the minimum terms and conditions provided for herein.

### **Article 30 – Separability and Savings**

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.

In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### **Article 31 – Term of Agreement and Negotiations**

A. This Agreement shall be effective as of DATE OF RATIFICATION and shall continue in full force and effect up to and effect up to and including February 29, 2024 and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days' notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.

B. In the event of an inadvertent failure by either party to give the notice set forth in Section A of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Writers Guild of America, East

Gimlet LLC

\_\_\_\_\_  
Lowell Peterson, Executive Director

\_\_\_\_\_  
Lydia Polgreen, Managing Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_