

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**WRITERS GUILD OF AMERICA, EAST**

**AND**

**CUTLER MEDIA LLC**

April 18, 2022 – February 28, 2025

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

### **Article 1. Recognition**

1. Cutler Media (the “Employer”) recognizes the Guild as the exclusive bargaining representative within the meaning of section 9(a) of the National Labor Relations Act as a unit of regular full-time and regular part-time employees in the United States in the following job titles for Cutler Media LLC who are involved in the creation of content for Parcast:
  - a. Associated Content Writer
  - b. Associate Fact Checker
  - c. Associate Producer
  - d. Associate Researcher
  - e. Content Writer
  - f. Creative Producer
  - g. Creative Writer/Producer
  - h. Latin American Researcher/Production Assistant
  - i. Production Coordinator
  - j. Researcher
  - k. Scripted Show Producer
  - l. Senior Content Writer
  - m. Senior Coordinator – Content Writers
  - n. Senior Fact Checker
  - o. Senior Researcher
  - p. Senior Scripted Show Producer

Excluding all managers, interns, clerical employees, independent contractors, confidential employees, guards, supervisors, and all other employees as defined in the National Labor Relations Act.

2. The Employer shall not assign the majority of the work of a bargaining unit employee to a non-bargaining unit employee, and then, as a direct result of that assignment, reduce that bargaining unit employees’ regular job duties or layoff that bargaining unit employee.

## **Article 2. Union Security and Dues Check-Off**

### **1. 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.

### **2. Dues Check-Off**

- a. 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 PARCAST, 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: \_\_\_\_

3. 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.
4. Job Postings. Bargaining Unit Job Postings will include “this is a position covered under the Writers Guild of America East Collective Bargaining Agreement.”
5. The Guild shall indemnify and save the Employer 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.

### **Article 3. Information to the Guild**

1. 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. Non-Discrimination**

1. 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, criminal convictions (except for crimes that are germane to the safety of employees or the performance of employee job duties, or those that would be reasonably construed to be meaningfully damaging to the Employer’s public image), age, disability, marital status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law.

2. The Employer shall provide for reasonable accommodations regarding these factors, including employees' work schedule changes for religious observances and holidays, and reasonable family status accommodations for such responsibilities as breastfeeding and child care. The Employer shall also continue its practice of making commercially reasonable efforts to provide gender neutral lavatories at any new office facilities.
3. The parties acknowledge that discrimination shall not be tolerated based on any factor that is not relevant to the Employee's job duties. The Employer shall continue to provide for reasonable accommodation for employees with disabilities in accordance with law. The Employer shall maintain a policy/procedure for employees to seek an accommodation and will engage in an interactive process to determine the reasonable accommodation. The Employer will ensure the policy/procedure is available to all employees and will provide notice of any substantive change in the policy/procedure to the Union. The Labor Management Committee may discuss and give feedback on any such policy/procedure.
4. The Employer shall respect the right to privacy of the worker seeking accommodation, to the extent possible.
5. 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 in California or other states, rules or regulations.
6. 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 35 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.

7. 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 5. Health & Safety, Harassment, Workplace Culture**

1. The Employer shall continue to provide its employees with a healthy and safe work environment.
2. Employers have a duty of care for all their workers and need to provide a working environment that is safe and without risks to physical and mental health.
3. The Employer shall continue to follow its system for reporting and investigating injuries, illness or other accidents that occur because of work activities.
4. Should an employee believe they are being placed in an unsafe work environment or that they may be a hazard to the work environment, the employee should immediately escalate their concerns to their supervisor or HR. An employee who contacts their supervisor or HR and does not receive a response within a reasonable period of time, may, in good faith, exercise their professional judgment as to matters of safety and security. An employee who in good faith believes they are in immediate danger may remove themselves from the situation prior to contacting HR.
5. The Employer shall continue to enforce its harassment policy and ensure that the policy is available to all employees.
6. A bargaining unit employee may, at their sole and complete discretion, bring a union representative with them to meetings in which they wish to make a harassment complaint. Should a union representative accompany an employee to such a meeting, the union representative must sign a Non-Disclosure Agreement nor share anything discussed or learned in such meetings with other employees, anyone at the Union, or any third party. 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.
7. Nothing in this Agreement prevents a bargaining unit employee from seeking legal remedy, subject to the Non-Discrimination and Grievance and Arbitration provisions of this Agreement.

8. The Employer shall not retaliate against employees for bringing health and safety, or harassment claims, and instructs all employees not to retaliate against any employee bringing such a claim.
9. The Employer shall make information on any resources regarding confidential counseling and referral services benefits (e.g., an employee assistance or similar program) available to employees on its intranet or similar resource. This shall not imply any obligation to maintain such programs.

#### **Article 6. Online Harassment**

1. The Employer shall maintain a policy to address online harassment.

#### **Article 7. Committees**

1. Labor Management Committee. A committee comprised of up to ten percent (10%) of bargaining unit employees and up to four (4) representatives of the Employer, (with the option of including additional representatives to discuss specific issues) shall convene within 60 days of the ratification of this agreement.
2. The Labor Management Committee shall meet at least quarterly to discuss workplace matters with the option, in case of emergency, to meet sooner.
3. The Labor Management Committee shall have no authority to implement changes in policies or practices, to modify the Agreement, or to bind either party to any agreement, without the Union/s and Employer's approval.

#### **Article 8. Legal Defense**

1. 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 Employer at the direction of an authorized agent of the Employer, the Employer shall defend and provide legal counsel for the employee for the duration of the suit at the Employer's expense. Final selection of such counsel will be at the discretion of the Employer, with input from the affected employee. The Employer 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, criminal act or omission, or any intentional or knowing violation of the law or policies. If an employee has questions regarding the policies or

guidelines applicable to their specific duties, the employee should reach out to their manager.

### **Article 9. Office**

1. If the Employer moves at least 30% of the bargaining unit employees at a single office location to a new office space that is within thirty (30) miles of their current office space, the Employer will notify the union at least sixty (60) 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 sixty (60) day's notice, the Employer will meet with the Union to discuss the effects of the move.
2. If the Employer moves at least 30% of the bargaining unit employees at a single office location to a new office space that is more than thirty (30) miles from their current office space, the Employer shall notify the union at least ninety (90) in advance of the move, unless not possible because of unforeseen circumstances. The Employer will meet with the Union to discuss the effects of the move.
3. Bargaining unit employees may request to work from home, and such requests will be given due consideration, based upon employee performance, employee safety, business needs, and operational needs. Such requests will not be denied for arbitrary or capricious reasons.

### **Article 10. Editorial Standards**

1. The Labor Management Committee may discuss the reasons for editorial decisions that lie outside the realm of the standard production process, i.e. revisions made post-episode release, etc.
2. The Employer shall not modify published editorial content or fail to publish editorial content, at the direction of advertisers.
3. Unless it is the premise, concept, or conceit of the project, bargaining unit employees shall have the right to refuse to perform work on any piece that they reasonably believe to be: (1) demonstrably false at the time of creation or (2) can be reasonably construed to violate ethical journalistic standards.



## **Article 11. Workplace Transparency, Show Changes & Cancellations**

1. The Employer shall continue its practice of maintaining an organizational chart, in electronic form, updated regularly, in which bargaining unit employees can view the current management structure.
2. The Employer shall continue to maintain Employee Policies on the Employer's intranet. The Union shall be notified by the Employer of any material changes in managerial command structure and/or material changes to Employee Policies within two (2) weeks of the changes.
3. Employment Records: Upon request, an employee is entitled to review their Human Resources files.
4. If an established show is significantly changed in a way that meaningfully affects an employee's work responsibilities, or is canceled, the Union and affected employees shall be given at least four (4) weeks' notice if possible, or much as notice as possible where four (4) weeks is not possible. The Employer shall continue to provide a quarterly report (in the current form it currently provides) regarding content planning to the bargaining unit.

## **Article 12. Career Development & Staffing**

1. 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 six months.
2. Each bargaining unit employee shall meet with their supervisor at least every six months for the purposes of receiving a review of their performance. A record of the review shall be provided within 21 days.
3. If an existing bargaining unit 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 feedback on their application or request from their supervisor or a designated Employer representative. Such feedback shall be provided within 21 days. Upon providing such feedback, the Employer does not have to provide feedback for a requested promotion, raise or title change that is not agreed upon for six months.

4. Upon the request of an employee, the Employer 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 Employer uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Employer, unless otherwise specified in this Agreement.
5. All salary increases not required by this Agreement shall be communicated to employees in writing via the Employer's HRIS.
6. All open bargaining unit jobs for which the Employer is seeking outside candidates, and which are not being created with a specific individual in mind, will be posted for a minimum of one (1) week. Bargaining unit employees may apply for all posted vacancies and are encouraged to do so.
7. The Employer 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 Employer representative.
8. Bargaining unit employees are eligible to participate in the Employer's employee referral program. Nothing in this agreement shall preclude the Employer from improving the dollar amount in the existing employee referral program.
9. Upon bargaining unit employee request, a designated Employer representative will meet with the employee so the employee may pitch ideas for new shows, new seasons, new episodes, new research projects, etc. Designated Employer representatives will not be required to meet with the employee more than once per quarter. Upon request from the employee, the Employer will inform the employee as to whether the Employer is proceeding, or not, on the pitch, or hasn't yet made a decision. If the Employer decides to proceed with a bargaining unit employee pitch, it shall notify the employee and give good faith considerations to assigning that employee to the production of the pitched program. The Employer has no obligation to proceed with any pitch. All pitches are subject to Employer intellectual property policies.

### **Article 13. Job Descriptions**

1. Bargaining unit employees may request the job description for their role. Upon such request, the Employer will provide the job description within ten (10) business days. Individual job descriptions may not list every duty required, however employees may offer input on their job description and the Employer will consider such input in good faith.

### **Article 14. Professional Development**

1. Full-time bargaining unit employees may continue to request to attend relevant professional development opportunities. The Employer shall continue to evaluate and approve such requests on a case-by-case basis. The Employer may approve attendance at such opportunities but not necessarily covering the costs of the opportunity.

### **Article 15. Diversity & Equity**

1. Diversity Committee
  - a. The parties share a commitment to diversity, parity, and inclusion in both unit staff and programming. The Employer shall make strong and sustained efforts, including the commitment of resources to recruitment, mentorship, anti-oppression workshops, and anti-bias / anti-racist trainings.
  - b. A diversity committee of up to five (5) bargaining unit employees, and three (3) individuals appointed by the Employer shall convene within sixty 60 days of the ratification of this Agreement 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 Employer shall fund the committee \$100,000 per calendar year.
  - c. The Employer shall make good faith efforts to increase representation of BIPOC and LGBTQ+ employees throughout the Employer (which does not preclude talent). This provision shall not be subject to the arbitration provisions of this Agreement.
2. Information and Data
  - a. Within 90 days of ratification of this agreement, the Employer will conduct, and make available to the Union, a report of bargaining unit employee's self-reported demographics including but not limited to: race/ethnicity, gender identity, and age. The report will be updated every six months. Future iterations of this report will also include national background, and sexual orientation.

### 3. Open Job Positions

- a. The Employer will make a sustained effort to circulate job postings and recruit candidates from groups that have been traditionally under-represented within the podcasting industry, including with respect to: race/ethnicity, national background, educational background, sexual orientation, gender identity, age and creed.
- b. When the Employer 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 Employer shall set goals aimed at creating diverse candidate pools. The goal across all such vacant bargaining unit positions for which the Employer 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 40% candidates who are from groups traditionally underrepresented at Parcast (BIPOC, those identifying as LGBTQ+, people with disabilities, military veterans, and other groups defined as traditionally underrepresented by the Diversity Committee). This percentage goal will increase to 45% on 1/1/23 and then to 50% on 1/1/24. At the Diversity Committee meetings, the Employer 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 Employer is unable to meet the respective aggregate percentage goal, 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 percentage, applicants who do not self-report or prefer not to disclose shall not be included in the numerator or denominator.
- c. The Employer shall provide a quarterly report to the Diversity Committee with the following information: list of open positions at Parcast, a list of places where open bargaining unit positions are posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups), The report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the podcasting industry.

### **Article 16. Outside Work**

1. Employees who wish to engage in work for a third party or on their own behalf must file a request to do so via the Employer's Side Business policy.
2. The Employer shall respond to the form within ten (10) business days. A failure to respond constitutes approval. The Employer shall abide by the terms of the side business

form in determining approval. If the Employer changes the Side Business Form, management shall negotiate with the union over such changes.

### **Article 17. Intellectual Property**

1. Bargaining unit employees shall retain the rights to all work not produced for the Employer (e.g., personal projects), that has been permitted via the Employer's Side Business policy.

### **Article 18. Discipline & Discharge**

1. All bargaining unit employees shall be subject to a ninety (90) day probationary period, during which the Employer has the sole discretion to terminate employment.
2. The Employer 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:
  - a. misconduct;
  - b. poor work quality and poor work performance;
  - c. continued unsatisfactory performance after at least forty-five (45) days on a performance management plan;
  - d. insubordination or other failure to perform your duties;
  - e. failure to comply with the Employer's policies;
  - f. theft, fraud, embezzlement, misappropriation, or reckless or willful destruction of the Employer's property;
  - g. physical violence or threats of violence of any kind;
3. Bargaining unit employees may be terminated immediately for gross misconduct. Examples of gross misconduct include but are not limited to plagiarism, breaches of journalistic ethics, violence, harassment, theft, fraud and other financial misappropriations. If the Union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the alleged misconduct occurred.
4. The Employer shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Employer's sole judgment the bargaining unit employee's work product does not meet the Employer's subjective standards for editorial or creative content, editorial or creative quality, editorial or creative judgment, editorial or creative output, or professional journalistic ethics, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve or pay in lieu of this opportunity to improve. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that

the decision was made for one of these editorial or creative reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial or creative judgment of the Employer's and must uphold the discharge or other disciplinary action. This notice pay shall be in addition to severance pay. In the event the Employer intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this section (D) and not under any other provision of this Agreement.

5. It is further understood that notwithstanding any of the above, for any bargaining unit 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 Employer. In addition, in the event the specific project to which a bargaining unit employee is assigned is canceled, discontinued or ended for any reason, there will be four (4) weeks notice or pay in lieu thereof.
6. Employees shall have the right to a union representative, including shop stewards, at all meetings that may lead to discipline.
7. Whenever the Employer 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.

### **Article 19. Credits**

1. The Employer shall provide audio production credits to each bargaining unit employee who contributes to a podcast for Parcast- owned content, on the original complete version of such content (excluding those podcasts on which a third-party production entity is also a producer and the agreement prohibits credits). The Employer will make commercially reasonable efforts to be able to provide credits on podcasts created for third parties and podcasts on which a third-party production entity is also a producer. Such credits shall include but are not limited to:
  - a. Edited by - Any bargaining unit employee who reviewed the drafts written by the writer, gave editorial feedback, or made revisions to the final writer draft.
  - b. Written by - Any bargaining unit employee who wrote the first, and/or subsequent drafts of the episode.
  - c. Fact-checked by - Any bargaining unit employee who fact-checked the finalized script.
  - d. Research by - Any bargaining unit employee who wrote the research brief for the episode.

- e. Produced by - Any bargaining unit employee who acted as a Producer or Scripted Show Producer on any episode.
  - f. Additional Assistance by – Any bargaining unit employee who contributes to an episode but doesn't fit in the above categories.
2. The Employer will work in good faith with the Union to modify or add to this list of credits, based on new or evolving work performed by bargaining unit employees.
3. As an alternative, the Employer may provide written credits in a manner accessible to the audience that shall list each participating bargaining unit employee's name and credit used in connection with the production of the content.
4. If the piece is subsequently reformatted and the bulk of the original piece and integrity of the story remain intact, the Employer shall continue to provide audio or written production credits to each bargaining unit employee (including former bargaining unit employees) who worked in any capacity on any version or iteration of the piece, on the same terms provided herein.
5. Bargaining unit employees shall have the right to decline credits in any instance (this shall include the right to decline credits on social media and any future platforms). Bargaining unit employees must decline the credit before the episode is recorded.
6. Where a bargaining unit employee is assigned to create content being produced by the Employer for distribution by third parties (other than solely on distribution channels controlled by the Employer), the Employer shall make commercially reasonable efforts to assign credits according to the above terms, subject to the crediting requirements, parameters or rules of the third party.

#### **Article 20. Minimum Terms**

1. This Agreement contains the minimum terms and conditions of employment. The Employer 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 Employer, 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 21. Individual Agreements/Offer Letters**

1. This Agreement contains the minimum terms and conditions of employment. Nothing in this Agreement shall be deemed to prevent the Employer, at its sole discretion, from providing potential bargaining unit employees with offer letters with terms and conditions of employment in excess of the minimum terms and conditions provided for herein.
2. The Employer will not require as a condition of employment that any bargaining unit employee enter into a (a) mandatory arbitration provision for employment claims not covered by the terms of this collective bargaining agreement.
3. Any non-disparagement terms contained in separation agreements for bargaining unit employees shall not include infringements on their rights protected under the National Labor Relations Act.
4. 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 Employer may negotiate for a post-employment non-compete for any employee earning more than \$155,000 annualized per year.

**Article 22. Compensation**

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

<b>Tier 1 - Overtime Eligible</b>	
Associate Researcher	\$60, 000 \$62,000 effective 3/1/24
Associate Fact Checker	\$60, 000 \$62,000 effective 3/1/24
<b>Tier 2 - Overtime Eligible</b>	
Associate Content Writer	\$70,000 \$72,000 effective 3/1/24



Associate Content Editor	\$70,000 \$72,000 effective 3/1/24
Production Coordinator	\$70,000 \$72,000 effective 3/1/24
Associate Producer	\$70,000 \$72,000 effective 3/1/24
<b>Tier 3 - Not Overtime Eligible</b>	
Fact Checker	\$73,000
Researcher	\$73,000
<b>Tier 4 - Not Overtime Eligible</b>	
Content Writer	\$87,000
Creative Producer	\$87,000
LatAm Research Coordinator//Adaptations Coordinator	\$87,000
Scripted Show Producer	\$87,000
<b>Tier 5 - Not Overtime Eligible</b>	
Senior Fact Checker	\$92,000
Senior Researcher	\$92,000
Senior Scripted Show Producer	\$92,000

<b>Tier 6 - Not Overtime Eligible</b>	
Senior Content Writer	\$99,000
Creative Writer Producer	\$99,000

2. Bargaining unit employees shall receive the following economic increases during the term of this Agreement, subject to the conditions below:
  - a. 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.
  - b. On March 1, 2024, 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, 2024 shall not receive this increase.
  - c. For the avoidance of doubt, the Employer 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 Employer 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.
  
3. The parties understand that the Employer may, in its sole discretion, grant salaries to employees greater than these salary minimums.
  
4. 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 Employer offers the employee a job that carries a lower minimum in lieu of termination, the Union and the Employer 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.
  
5. No bargaining unit employee shall be demoted as a result of this agreement.

6. 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.
7. For each month that a bargaining unit employee is assigned by the Employer to take over the role of someone who is at a level above the employee's current level and is out on parental or similar leave, they shall be paid a differential of 10% of their current salary for each full week they are in the role above their current title, to be paid at the end of the leave.

### **Article 23. Benefits & Leave**

1. 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 24. Travel, Expenses, & Reimbursements**

1. The Employer shall reimburse employees for approved work travel (lodging, accommodations, transportation, meals, etc) that is booked in accordance with the Employer's Travel and Expense policy.
2. The Employer shall reimburse employees for parking expenses incurred pursuant to the Employer Travel and Expense policy.
3. For reimbursement expenses, the Employer shall reimburse the employees within two weeks of the request, if approved.
4. Where an employee is required to relocate for work, the Employer will discuss with the employee reasonable reimbursement for relocation costs. For purposes of clarity, this shall not apply to circumstances where employees moved away from their office location and are required to report into the office. However, if the Employer has approved an employee to work away from their office location for a defined period of time, and then

requires them to move during that defined period of time, the Employer will discuss with the employee reasonable reimbursement for relocation costs. This section shall not apply where the Employer requires the employee to move at the expiration at the defined period of time.

#### **Article 25. Resources & Subscriptions**

1. Bargaining unit employees may request that the Employer 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 Employer and will not be arbitrarily denied. Decisions shall be based in part upon the Employer's evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Employer as to the need for any associated project. The Employer may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

#### **Article 26. Promotion**

1. Bargaining unit employees shall continue to be able to schedule career development meetings at least twice per year.

#### **Article 27. Employee Classifications**

1. If the Employer 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 28. Thirty Party Payroll Providers**

1. 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 full-time capacity in a role covered by this Agreement, for longer than ten (10) consecutive months. If the Employer wishes to utilize that individual beyond ten (10) consecutive months, the individual will be offered employment with the Employer (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 Employer employee shall have the time spent employed through the third-party counted towards their seniority for severance purposes only. The Employer shall not discontinue an engagement, then rehire the same individual on a schedule that undermines the spirit of this Article.

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

### **Article 29. Hours, Overtime & Compensatory Time**

1. The regular work week shall be five consecutive days.
2. All bargaining unit employees in titles that are acknowledged to be overtime eligible shall be eligible for overtime at one and a half times their regular rate of pay for work over eight (8) hours in a day or (40) hours in a week.
3. When a bargaining unit employee who is not eligible for overtime is directed by their supervisor to work on a scheduled day off, they may request an alternative day off to be scheduled with their manager at a mutually agreeable time within thirty (30) days.
4. Should an overtime-eligible bargaining unit employee be directed to work more than ten (10) hours of overtime in a week, for a period of more than three (3) consecutive weeks, or should a bargaining unit employee who is not eligible for overtime be directed to work on a scheduled day off for more than three (3) consecutive weeks a Labor Management Committee meeting shall be convened to discuss the circumstances.
5. Rest Periods
  - a. There shall be a minimum of twelve (12) hour rest period between the time a bargaining unit employee leaves the place of production (e.g., clocks out in the case of hourly employees) and the time the employee returns to the place of production the next morning (e.g., clocks in in the case of hourly employees). This provision shall only apply where the employee is required to leave their place of residence to perform their required job duties.
  - b. When the rest period is less than twelve (12) hours, bargaining unit employees shall receive an additional payment of \$100 for breach of the rest period.

- c. This payment shall be paid only to the individual whose rest period was invaded. Such payments shall only be due where the employee was directed to breach the rest period by a non-bargaining unit supervisory employee or their designee, and where the work could not have otherwise been reasonably performed without breach of the rest period.
6. The Employer shall continue to be responsible for determining how to cover the work responsibilities of employees who are out sick, on vacation, or otherwise on leave. An employee going on leave shall be allowed to make recommendations for staffing and coverage plans in advance of their taking leave. This provision shall not be subject to arbitration.
  7. The Employer shall comply with all applicable federal, state, and/or local laws regarding overtime.

**Article 30. Layoffs & Severance**

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

<b>Years of Service</b>	<b>Weeks of Severance</b>
Less than 1 year	11 weeks
1 year	12 weeks
2 years	12 weeks
3 years	13 weeks
4 years	14 weeks
5 years	16 weeks
6+ years	18 weeks

2. Any bargaining unit employee that is terminated pursuant to Section 4 of Article 18 (Discipline and Discharge), shall, upon execution of standard Employer severance and release agreement, receive severance per the below chart:

<b>Years of Service</b>	<b>Weeks of Severance</b>
Less than 1 year	7 weeks
1 year	8 weeks
2 years	8 weeks
3 years	9 weeks
4 years	10 weeks
5 years	12 weeks
6+ years	14 weeks

3. Any bargaining unit employee who receives severance payments, and who was enrolled in Employer-provided medical, dental and vision benefits, shall receive a lump sum, one - time monetary equivalent of the Employer's share of the monthly COBRA premium, for the portion of the severance period for which they are no longer receiving Employer benefits.
4. 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.
5. It is understood that notwithstanding any of the above, for any employee hired on a project or fixed-term basis (per their written employment agreement), the employment may end at the end of the project or fixed-term period without any restrictions or any further obligations by the Employer. 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.

**Article 31. Remote Work**

1. Employees under certain circumstances, whose jobs accommodate for such arrangements, may, with the approval of their manager, work remotely instead of physically traveling to the Employer's office, based on factors such as availability of

work that can be performed remotely, position, job duties, job performance, pending disciplinary issues, and related work skills.

2. The Employer will not arbitrarily and capriciously deny employee requests to work remotely.
3. If an Employee is working remotely, and the Employer requires the employee to relocate to work in an office, the Employer shall provide at least two (2) months notice.

### **Article 32. Management Rights**

1. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE's becoming the collective bargaining representative of the employees covered by this Agreement.
2. The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Employer'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 Employer 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 Employer 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 Employer, 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 Employer may determine to be necessary for the orderly or economical Employer operation.

### **Article 33. No Strike No Lockout**

1. 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 Employer for any reason whatsoever. During the term of this Agreement, the Employer 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 provisions

#### **Article 34. Separability & Savings**

1. 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.
2. 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 35. Grievance & Arbitration**

1. 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.
2. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than sixty (60) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Employer and the WGAE shall meet within ten (10) days of receipt of the written grievance.
3. If the grievance is not resolved, the grieving party may, within sixty (60) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within ninety (90) 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.

4. The determination of the arbitrator shall be final and binding upon the Employer, 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 Employer and the WGAE, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.
5. 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 36. Term**

1. This Agreement shall be effective as of the date of ratification and shall continue in full force and effect up to and including February 28, 2025 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.
2. 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**

**Cutler Media LLC**



Max Cutler  
Max Cutler (May 7, 2022 09:36 PDT)

**Lowell Peterson, Executive Director**

**Date:** May 2, 2022

**Date:** May 7, 2022