

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

## **Article 1. Recognition**

Pushkin Industries (“Company” or “Employer”) hereby recognizes the Writers Guild of America East (“Union”) as the exclusive bargaining representative for all full time, regular part time nonsupervisory employees producing content for the company in the job titles listed below and those performing the same or similar work, excluding all other employees, managers, interns, confidential employees, guards and supervisors as defined in the National Labor Relations Act: Associate Producer, Producer, Post Production Manager, Senior Producer, Editor, Audio Engineer, Senior Audio Engineer, Mix Engineer and Sound Designer employees.

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

### **1. Union Security**

- a. Except where prohibited by law, the Company agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement (“Agreement”) unless they are a member in good standing of the Union, or have made application for membership in the Union or for “agency fee” status within thirty (30) days following their employment, or the Effective Date of this Agreement, whichever is later.
- b. Except where prohibited by law, the failure of any bargaining unit employee covered hereunder to be or become a member in good standing of the Guild as required by Section 1(a) above by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company, upon written request by the Union and evidence of such failure, to issue a written notification to such person. If such person, after a period of thirty (30) days from the issuance of the written notice, continues to refuse to tender initiation fees/dues, the Company shall issue a formal warning indicating that the bargaining unit employee will be subject to discharge unless such dues and/or initiation fees are tendered within thirty (30) days after such warning is received by the bargaining unit employee. Failure to comply with the formal warning within thirty (30) days will result in discharge.
- c. Nothing in this Section 1 shall be construed to require the Company to cease employing any bargaining unit employee if the Company has reasonable ground for believing that:
  - i. membership in the Union was not available to such bargaining unit employee on the same terms and conditions generally applicable to other members; or
  - ii. such bargaining unit employee’s membership in good standing in the Union was denied or terminated for reasons other than failure

of the bargaining unit employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

2. Dues Checkoff

The Company 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 bargaining unit employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

**WRITERS GUILD OF AMERICA**

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

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

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

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

3. Dues shall be deducted on each payday. The Company further agrees to furnish the WGAE at the time it remits the dues 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.

**Article 3. Information to the Union**

1. On a monthly basis, the Company shall supply the Union with a list containing the following information for each bargaining unit employee:

- a. name, home address, gender (if self identified by employee), race (if self identified by employee), date of birth;
- b. contact info including work email, personal email, cell phone, and home address;
- c. hire date;
- d. job title;
- e. salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
- f. salary changes by reason thereof, and effective date;
- g. new hires, resignations, retirements, promotions, terminations, and deaths.

#### **Article 4. Grievance & Arbitration**

1. Any complaint, controversy, dispute, or claim (herein, collectively, a “grievance” or “grievances”) between the parties hereto arising during the term of this Agreement from the application or interpretation of this agreement will be adjusted as set forth below.
  - a. Step I: The Union shall advise the Company in writing of a grievance. Grievances shall be filed within sixty (60) calendar days of the facts giving rise to the grievance, or on the date the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of filing to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a written decision to the Union, which may consist of rejecting the grievance. If the Company fails to respond in writing, the Union shall notify the Company of the failure to respond. Thereafter, the Company shall have five (5) business days in which to deliver its written decision. Should the Company fail thereafter to deliver a timely written decision, the grievance shall be upheld, on a non-precedential basis, in favor of the Union.
  - b. Step 2: If a grievance is not satisfactorily resolved at Step I, the grieving party may, within thirty (30) days following the due date for the Company response, 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.
2. Subject to a party’s rights under law, the determination of the arbitrator shall be final and binding upon the Employer, the WGAE, and/or the represented bargaining unit employee(s).
3. 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.

4. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.
5. Any time periods in this Article may be waived or held in abeyance only by written agreement between the parties.

#### **Article 5. 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 slowdown. 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 provision.

#### **Article 6. Management Rights**

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.

The sole and exclusive rights of management, except to the extent abridged by 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. The Union retains all rights regarding unilateral changes to mandatory subjects of bargaining unless expressly addressed and waived by the clause above, elsewhere in this Agreement, or discussed during the course of bargaining over the Agreement.

## **Article 7. Job Postings/New Hires**

1. When the Company is seeking applicants for open bargaining unit positions, bargaining unit employees will be notified of the job posting.
2. Within five (5) days of a new hire's date of employment, and upon Union request, the Company will provide 30 minutes for Union representatives to meet with new employees to review the terms of the collective bargaining agreement.
3. Bargaining unit job postings will include:
  - a. The statement: "This is a position covered under the Writers Guild of America, East, Collective Bargaining Agreement."
  - b. A reasonably precise expected salary range for the position.
  - c. A notice of nondiscrimination.

## **Article 8. Non-Discrimination & Anti-Harassment**

The Company and Union agree that our collective intention is to create a work environment where people are treated with dignity and respect, where people can work together and collaborate productively, and where harassment, discrimination, or other inappropriate conduct at work are not tolerated.

### ***Non-Discrimination***

1. Bargaining unit employees will not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, educational attainment, marital and/or parental status, pregnancy status (including pregnancy termination), criminal record (except for crimes that implicate employee safety, the performance of employee job duties, or those that would damage the Company's public image), history of incarceration, sexual orientation, religion, gender identity, gender expression, veteran status, Union activity, appearance, history of past drug use, or any other factor protected by applicable law.

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 4 or in a court of competent jurisdiction, but they shall not pursue both. 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.

***Disability Accommodation:***

2. When a bargaining unit employee requests an accommodation for a disability, the Company shall continue to engage in an interactive process to determine what, if any, appropriate accommodation may be offered.

***Other Employee Considerations***

3. The Company shall continue its practice of working with employees to provide reasonable work schedule changes for religious observances and holidays.
4. The Company shall continue to work with employees to make reasonable efforts to address changes in childcare or similar responsibilities.
5. Lactating employees will be provided reasonable break time each day to express milk. Within the Company's office space, the Company will make available a room or private area other than a toilet stall or a closet for lactating employees to express milk in private. This room must be within reasonable proximity to the employee's work area. The Company does not tolerate discrimination against any employee for exercising their rights under this policy.

***Anti-Harassment***

6. The Company shall continue to enforce its anti-harassment policy, ensure that the policy is available to all employees, and provide training on the policy at least once per year. The Company shall ensure that any policy includes clear reporting procedures.

***Employee Harassment Complaints***

7. A bargaining unit employee who commences a claim under the Company's anti-harassment policy may bring a Union-employed representative with them to meet with the Company to initiate the claim. Should the employee bring a Union-employed representative to the initial meeting, there shall be no fact finding conducted at that initial meeting beyond the Employee reporting to the Company the details of the claim. Union-employed representatives that attend meetings will do so in a supportive role (e.g., they can ask for a caucus, end the meeting, comment about meeting dynamics), but not contribute to the presentation or understanding of the facts. Any information obtained by the Union-employed representative during such meeting may only be disclosed in the course of official Union business with the Company. Any Union-employed representative who accompanies an employee initiating a claim, or any Union representative who participates subsequent to the initial meeting, may not be involved in any way in representing an employee against whom a complaint has been made.
8. Should a bargaining-unit employee initiate a claim of harassment or discrimination, the Company shall:
  - a. Conduct a prompt, thorough, and impartial investigation.

- b. Keep the existence and the nature of the complaint, as well as the identity of any complainant, witness, or accused confidential. Such information will be disclosed only to the extent and to the parties necessary for the investigation to be conducted.
  - c. Neither engage in nor tolerate any form of retaliation.
  - d. The employee shall be informed of the outcome of the investigation at the conclusion of the investigation.
9. Grievances alleging a violation of the anti-harassment or non-discrimination policies shall be subject to statutory time limitations.
10. The Company shall not include in any settlement agreement of unlawful harassment any non-disclosure agreement (NDA) that would prevent the disclosure of the circumstances surrounding the claim or allegation by the complainant. The Company may continue to condition any settlement agreement or other resolution of a claim on conditions that prohibit disclosure of the terms of the settlement, including the financial settlement reached, or other such prohibitions on disclosures such as trade secrets, confidential information, or any other items agreed upon by the parties that do not conflict with the requirements of this provision.

## **Article 9. Diversity & Equity**

1. The Parties share a commitment to diversity, equity, and inclusion with regard to both staff and coverage. The Company shall make strong and sustained efforts to promote diversity, committing resources to recruitment, mentorship, and training.

### ***Information and Data***

2. The Company shall provide updates to all bargaining unit employees when there are newly launched initiatives to diversify the workforce.
3. Within ninety (90) days of ratification of this agreement, the Company will conduct and share with the Union a report of aggregated anonymized voluntarily self-reported staff demographics including race, ethnicity, national background, educational background, sexual orientation, gender identity, and age.
4. The Company shall conduct and provide an annual report of staff demographics to the Union with relevant aggregated anonymized voluntarily self-reported demographic statistics (e.g. race, ethnicity, national background, educational background, sexual orientation, gender identity, and age) and salary information for each employee. Prior to the Company surveying bargaining unit employees for demographic information, the Union will be given the opportunity to review the survey and offer feedback. The report shall describe any specific activities being undertaken to target recruiting applicants from historically marginalized groups.

### ***Hiring/open job positions***

5. All open bargaining unit positions for which the Company is seeking applicants will be posted for a minimum of two weeks. The Company will continue to make efforts to circulate postings to and recruit candidates from groups that have been historically marginalized, including with respect to race, ethnicity, national background, educational background, sexual orientation, gender identity, and age. Such effort shall include consistent and ongoing efforts to build relationships with outside institutions and potential candidates, even when the Company is not actively hiring for an open role. The Company shall establish a practice of collecting voluntary demographic information from applicants, and shall encourage applicants to self-report. The information should be anonymized, aggregated and embargoed for 6 months so that it will not be used in hiring decisions.
6. The Labor Management Committee may make recommendations or referrals to appropriate job boards. At least once a year the LMC will meet to discuss the company's hiring practices so that the Union may provide feedback.

### ***Gender Anti-Discrimination***

7. The Company shall continue its practice of providing a safe outlet for every employee—not just for queer, gender-neutral, gender-nonconforming, non-binary, and gender-variant people—to communicate their pronouns. In accordance with Company policy, and as permitted by law or applicable regulations, the Company shall, upon an employee's request, change all existing employee records so that all such records use the names and/or pronouns with which the employee identifies. The Company shall then maintain said employee's pronouns on all reports thereafter. The Company shall also update any photographs, including identification badges, upon an employee's request to make such a change for reasons relating to gender identity.
8. The Company's facilities currently include gender neutral lavatories. The Company shall provide the Union with reasonable advance notice when it changes facilities where bargaining unit employees are located and shall provide gender-neutral lavatories within reasonable proximity within the same building at any new office facilities.

## **Article 10. Health and Safety / Sexual Harassment / Workplace Culture**

1. The Company shall continue to maintain a clean, safe, and healthful workplace environment at all times.
2. Should an employee believe they are being placed in an unsafe, unhealthy work environment that does not meet expectations or Company policy, the employee may escalate their concerns to their supervisor or management, 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 management, may exercise their professional judgment as to matters of safety and security.



3. The Company shall continue to enforce its anti-harassment policy and ensure that the policy is available to all employees.

## **Article 11. Discipline & Discharge**

1. All bargaining unit employees shall be subject to a six (6) month probationary period from their date of hire, during which the Employer has the sole discretion to terminate employment.
2. No bargaining unit employee shall be discharged or otherwise disciplined without just and sufficient cause, which shall include but it is not specifically limited to:
  - a. misconduct or other failure to perform your duties;
  - b. poor work quality and poor work performance;
  - c. continued unsatisfactory performance after at least thirty (30) days on a performance management plan;
  - d. insubordination;
  - e. failure to comply with the Employer's policies or the standards of this Agreement.

In addition to any other evidence or justification, the Employer may demonstrate that it has just cause through the use of documented progressive discipline.

3. Where appropriate, discipline should be progressive in nature and may include counseling elements such as training recommendations, written corrective-action plans, mentoring, accommodation, or rehabilitation.
4. 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 questions for the arbitrator will be whether the alleged misconduct occurred and whether the alleged misconduct rises to the level of gross misconduct. If an arbitrator determines that the misconduct occurred but did not rise to the level of gross misconduct, it shall be in their full authority to order an alternative disciplinary measure.
5. 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. It is the burden of the employer to demonstrate that the decision was made for 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 accordance to Article 21. 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 (5) and not under any other provision of this Agreement.

6. 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.
7. As required by law (Weingarten Rights), employees shall have the right to Union representation at all investigatory meetings that may lead to discipline.
8. The Company will provide the employee (and the Union, upon request) with copies of any written disciplinary action within five (5) business days of its being issued. The employee shall have the opportunity to respond in writing and have that response placed in their Human Resources file.

#### **Article 12. No Active Observation/Intrusive Monitoring**

1. The Company shall not surveil in real time, or surreptitiously record using electronic methods in real time Employees' activities ("Active Observation"). This shall not prevent the Company from following publicly available accounts, feeds or the like. "Active Observation" practices include:
  - a. Monitoring of employee keystrokes or keystroke logging;
  - b. Surveillance of an employee through their computer's camera or microphone;
  - c. Monitoring the amount of time spent away from, or idle at, a computer;
  - d. Any similar methods of Active Observation.
2. If the Company has been engaging in any Active Observation of employees' activities prior to the ratification of this Agreement, it shall disclose such activities within 30 (thirty) days following ratification.
3. Other than Active Observation as defined above, nothing in this Article is intended to prevent the Company from engaging or utilizing any investigatory tools or reviews of the use of Company's tools, equipment, software and systems.

#### **Article 13. Outside Work**

Bargaining unit employees may continue to request to perform freelance/outside employment. Such outside activity requests shall continue to be granted so long as they do not interfere with the bargaining-unit employee's performance of their job, are not competitive with the work of the Company, create a conflict of interest for the employee or the Company, or negatively reflect on the public image of the Company. Reason for denials shall be provided in writing at the time of the denial.

## **Article 14. Remote Work**

Employees designated as fully remote shall not have that designation withdrawn without their consent. At the Company's discretion, newly hired bargaining unit employees may be designated as fully remote, or may be regularly required to work out of a designated Company location for a set number of days (e.g., three days per week at the Company's main office). This regular requirement may not change without at least sixty (60) days notice to the employee. Employees may request to become fully remote and the Company shall give due consideration to such requests. Any employee may need to occasionally perform work at a designated location (e.g. Company meetings, reporting trips, etc.), whether they are remote or in-office. For in-office employees, these on-location days may be in addition to their designated in-office days. Consistent with current practice, employees may request to work remotely for a short, defined duration. Such requests shall not be unreasonably denied.

## **Article 15. Credits**

The Company will maintain a credit policy that provides standard credits to bargaining unit employees. In all cases where any Pushkin Staff are credited, Union employees shall also be credited according to the credits policy and the same credits shall also appear in the show notes of the episode.

## **Article 16. Labor Management Committee**

The parties will meet from time to time as necessary to discuss workplace matters.

## **Article 17. Intellectual Property**

1. If a producer presents a pitch for a series where they would research, write and host themselves, and the Company wishes to produce the series with them researching, writing and hosting the series, consistent with existing practice, the Company will engage in good faith negotiations over additional compensation terms for such series. Failure to reach terms does not prevent the Company from producing the series in any form.
2. The Company shall have four (4) months to decide whether they have interest in producing the idea in any form. If after four (4) months the Company is not proceeding in any form, then the intellectual property represented by the employees pitch reverts to the employee in full, to be exploited elsewhere subject to the outside work provisions of this Agreement.

## **Article 18. GAI**

1. The Company and Union acknowledge that definitions of generative artificial intelligence ('GAI') vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content, including written material, based on those patterns, and may employ algorithmic methods (a non exhaustive list of examples contains systems such as: ChatGPT, Llama, MidJourney, Dall-E).

2. The Company shall maintain a policy on the use of GAI. The LMC may discuss strategies and best practices relating to the use of GAI in the workplace. If the Company changes the policy, it shall provide at least thirty (30) days' notice to the Union and to the extent such changes have a material effect on terms and conditions of employment, bargain the effects of such changes with the Union.
3. The Company shall notify the Union at least thirty (30) days' in advance of the use of any new GAI tool that has a direct and material impact on the job duties performed by members of the bargaining unit. In the event the Company is going to expand, introduce and/or use (collectively, "use," "utilize" or "utilization of") GAI in a manner that materially impacts the job duties performed by members of the Union bargaining unit, the Company will advise the Union of such intended use, and, upon request by the Union, the Company agrees to discuss the intended usage and to the extent such changes have a material effect on terms and conditions of employment, bargain effects of same with the Union. The Company shall give the Union at least thirty (30) days' notice prior to the intended introduction of such use of any new GAI tool or similar new technology.
4. The Company shall never use a content-related GAI tool to materially and substantively modify content created by a bargaining unit employee without disclosing such use to the employee(s) involved in the creation of the content.
5. In the circumstances described above in 4, employees may decline to have their byline, or otherwise decline to be credited. Further, employees may decline to have a byline on any content created solely by a GAI tool.
6. The Company shall disclose to employees how any proprietary GAI tools created by the Company and used by bargaining unit employees in the performance of their work have been trained.
7. Unless the Company obtains the consent of the individual, the Company shall not use a digital replica (audible voice or visual likeness) of any individual within the bargaining unit to generate new audio or visual materials that have not been recorded in any form. A digital replica is a digital model of a bargaining unit employee's audible voice or visual likeness that can be used to independently generate newly created and previously unrecorded audio content or audio-visual content in employee's recognizable voice (i.e., new dialogue not previously recorded by the employee) or recognizable likeness (i.e. visual content not previously recorded by the employee). Nothing herein is meant to prohibit, restrict or otherwise interfere with traditional post-production editing or similar processes.
8. The Company shall maintain a public facing policy describing to its audience how GAI is used in the creation of any published editorial content created by GAI.

## Article 19. Compensation

### 1. Annual Increases

- a. Effective upon ratification, bargaining unit employees shall receive at least a 6% increase or an increase to the minimum rate of pay for their job title, whichever is greater.
- b. Effective one year from ratification bargaining unit employees shall receive an annual increase of at least 3%.
- c. Effective two years from ratification bargaining unit employees shall receive an annual increase of at least 3%.

### 2. Minimum Rates of Pay

	Ratification
<b>GRADE 1</b> Associate Producer	\$73,000
<b>GRADE 2</b> Producer I Audio Engineer	\$85,000
<b>GRADE 3</b> Producer II	\$95,000
<b>GRADE 4</b> Senior Producer Senior Audio Engineer Editor	\$105,000

### 3. Promotion

- a. Any employee in Grade 1 shall be evaluated for a promotion during the annual promotion cycle following two (2) years in the role. If the employee is not promoted, the Company will discuss it with the employee.
- b. Any employee in Grades 2 or 3 shall be considered for a promotion during the annual promotion cycle following three (3) full years in the role.
- c. Nothing in this Agreement prevents the Company from promoting these employees sooner.

### 4. Out of Title

If a bargaining unit employee is assigned by the Employer for eight (8) weeks or longer to perform a majority of a more senior position that is a) at a higher

minimum salary than the minimum for their position or a supervisory role that is not part of the bargaining unit and b) where the incumbent is on temporary approved leave, or the position is vacant and we are looking to hire a replacement, for longer than eight (8) weeks, then the bargaining unit employee shall be paid a rate no less than the greater of the higher minimum or if the role is out of unit, the parties will negotiate a meaningful bonus (a union representative will be allowed to attend negotiations), during the period they are assigned to perform that role. If such assignment is not put in writing to the employee, the employee will not be held accountable for performing the higher-level work.

5. A bargaining unit employee who is promoted to another bargaining unit job that is at a higher contractual minimum shall receive at least a five percent (5%) increase to base pay or an increase to the job tier minimum in paragraph 2, Minimum Rates of Pay, for the job they are promoted into, whichever is greater.

6. Bonuses

Bargaining unit employees will continue to be eligible for bonuses in the same manner as prior to this Agreement.

7. Hazard Pay

Should the Company require a bargaining unit employee to work in conditions that put them in imminent physical danger, or a circumstance that turns into one that puts them in imminent physical danger and they are asked by the Company to remain in such situation and they agree to stay, then such employee shall receive a bonus of at least 6% for each such day where they are in imminent physical danger.

8. Misc.

- a. No bargaining unit employee will have their salary reduced during the term of this agreement absent a bargaining unit employee's request for a change in classification or title, or a change in the employee's status by the Company from full-time to part-time status (in which case the employee's salary shall be prorated accordingly).
- b. The Company may, in its sole discretion, pay salaries to employees that are greater than the salary minimums of this Agreement.
- c. 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 fourteen (14) calendar days from the date of notice to the Union.
- d. In the event that a bargaining unit employee is unable to perform their job because (1) either (a) normal travel facilities are unavailable or inoperative and no practicable alternative is available or (b) natural phenomena, or hazardous conditions created by human acts, including by way of example but not limited to,

storm, flood, fire, earthquake, explosion, blizzard, civil disturbance or military operation (collectively, “Hazardous Circumstances”), and (2) there is no other reasonable way for the employee to perform all or part of their role, then in such circumstances, employees’ salaries shall be kept whole for at a maximum of one (1) month.

## **Article 20. Benefits**

### **1. Medical, Dental, Prescription, Vision**

Bargaining unit employees shall continue to be eligible for the same Company-provided medical, dental, and vision benefits that are offered to non-bargaining unit employees, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time. The Company will provide notice when the Company is planning to initiate a change in plan design or significant changes to the employee share of premiums and as much notice as is reasonably practicable of any other changes.

### **2. WPATH**

The Company shall continue to provide at least one health benefit plan that meets WPATH (World Professional Association for Transgender Health) standards as they exist at the time of ratification of this Agreement so long as one such plan is offered by the Company’s benefits provider. In the event the benefits provider discontinues offering a WPATH compliant plan, the Company shall make good faith efforts to find a new provider that offers such a plan on commercially reasonable terms. If the Company is unable to find a plan that comports with WPATH standards, the Company shall provide information to the Union on its efforts to find such a plan, including the details and cost of any plans it has reviewed or considered.

### **3. 401(k)**

Bargaining unit employees shall continue to be eligible for the same Company-provided 401(k) benefits that are offered to non-bargaining unit employees, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time. However, the Company shall match 100% of bargaining unit employee contributions to the 401(k) up to 3% of the employee’s salary. Bargaining unit employees shall immediately vest.

### **4. Commuter**

So long as it remains legal to do so, the Company shall continue to offer bargaining unit employees the ability to contribute pre-tax dollars for commuting and parking costs.

### **5. Childcare**

If a bargaining unit employee is required to travel for work for two nights or more with short notice, and such assignment will result in additional childcare costs, the employee may request reimbursement for reasonable additional childcare costs.

The Company shall make commercially reasonable efforts to grant reimbursement. If reimbursement is not granted, the Company will provide a reason to the employee.

6. When the Company requires a bargaining unit employee to be at an office or on location away from their home before 7:00 AM or past 9:00 PM, the employee may expense the reasonable cost of a taxi or similar rideshare transportation to return to their place of residence.
7. Other Benefits.  
Bargaining unit employees shall continue to be eligible for all other existing or newly-introduced Pushkin benefits on the same terms and conditions as all other non-executive employees at Pushkin, as may be changed from time to time. If the Union so requests, the Company and the Union will bargain over the effects of these changes. Such bargaining shall be conducted under the standards for effects bargaining required by law.

## **Article 21. Layoffs & Severance**

1. The Company will provide two (2) week's notice of, or pay in lieu of, any layoff(s).
2. For a period of six (6) months from the date of a bargaining unit employee's layoff, the laid off unit employee shall be granted an interview for any role for which they are qualified for and apply during the time the job is posted.
3. Laid off unit employees shall be able to keep their Company-provided computer subject to the Company's IT processes for wiping the computer.
4. Severance
  - a. Any bargaining unit employee who is laid off or otherwise terminated shall, subject to the execution of a standard Company separation agreement, receive gross severance per the chart below.
  - b. Any bargaining unit employee who receives severance pursuant to this section and who was receiving medical, dental and vision benefits through the Company shall receive by separate payment, the monetary equivalent of the Employer's share of the monthly COBRA premium, plus the full administrative surcharge for the portion of the severance period for which they are no longer receiving Company benefits. While terminated bargaining unit employees are responsible for paying the full monthly COBRA amount to the carrier, the lump sum COBRA payment shall be adjusted for taxes so that the terminated employee's monthly out of pocket financial share of health insurance premium is the same as their out of pocket financial share of premiums during employment.
  - c. All consecutive time worked as an employee or time spent as a full-time temporary employee before becoming a bargaining unit employee without a break



of longer than one (1) month shall be considered in the severance calculation. This consecutive time worked shall be broken if the employee receives severance for the break in employment.

- d. Calculation: Severance Pay will be based on an employee's current "Base Salary" during their employment. Base Salary means regular gross weekly earnings from the Employer. It includes the Employee's total weekly income before taxes, and before any deductions are made for pre-tax contributions to a qualified retirement plan (e.g. 401(k)).

<b>Years of Service</b>	<b>Minimum Severance Amount</b>
0-2 years	12 weeks'
2-3	14 weeks'
3-4	16 weeks'
4-5	18 weeks'
5+	20 weeks'

## **Article 22. Hours of Work**

### **1. Regular Work Week.**

The regular full-time workweek for bargaining unit employees shall generally be forty (40) hours per week, and the regular work schedule for each employee shall generally include at least two (2) consecutive days off. It is understood that due to the nature of the work, certain employees may work outside of a standard business day or longer hours from time to time, though they shall not be assigned such work in a manner that establishes a regular work week in excess of the foregoing parameters (i.e., such work shall be the exception and not the rule).

### **2. Overtime**

The Company shall comply with all legal requirements as to overtime compensation.

### **3. Compensatory Time ("Comp Time")**

Non-overtime eligible bargaining unit employees shall be entitled to take Comp Time when they are directed to work long hours in a workweek or are directed to work on a Company holiday or other such non-workday. The employee and their manager shall agree upon the appropriate amount of Comp Time taken in recognition of the work described in the previous sentence. The employee must request the Comp Time within two weeks of its occurrence, and the Company shall make commercially reasonable efforts to schedule the Comp Time at the

time of the employee's choosing. If it is not commercially reasonable to schedule the Comp Time as requested by the employee, it shall be scheduled as close in proximity to that time as possible.

### Article 23. Paid Time Off

1. Bargaining unit employees shall not be required to work or be reachable while on paid time off (PTO).
2. No employee shall be disciplined or retaliated against for appropriately taking time off pursuant to any paid time off policy.
3. Vacation Time
  - a. Vacation time accrues on a pay period basis as work is performed beginning from the first date of employment in a vacation time eligible position and is based on non-overtime hours worked.
  - b. If you are a full-time employee (normally scheduled to work at least 40 hours/week), you will accrue vacation time based upon your years of service as set forth below:

Years of Service	Accrual Per Pay Period	Annual Accrual In Days	Annual Accrual In Hours
0-2 years		15	
2-3 years		16	
3-4 years		17	
4-5 years		18	
5-6 years		19	
6 years plus		20	

- c. If you are a part-time employee, you will accrue vacation time on a pro-rated basis determined by the amount of hours you are normally scheduled to work per week compared to a full-time employee normally scheduled to work 40 hours per week.
  - d. Increases in your accrual rate will occur at the start of the pay period closest to your anniversary date with the Company.
4. Sick Leave/personal days
 

Bargaining unit employees shall receive ten (10) sick days per calendar year. Up to two (2) sick days may be used as personal days per calendar year.
5. Holidays
 

Bargaining unit employees shall receive at least the following paid holidays each calendar year:

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous People's Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

6. Quiet Weeks

The Company shall observe "Quiet Weeks," during a full week in August (otherwise known as August Break) and the week between Christmas and New Years. During such "Quiet Weeks" for shows that exist as the time of ratification of this Agreement bargaining unit employees will not be expected to perform work, unless specifically requested by their supervisor in writing based on a legitimate business need or in the event that unplanned news events occur that the Company decides to cover. If the Company launches a new show and does not intend to provide a Quiet Week to the bargaining unit employees working on that show, the Company shall notify those employees when they are assigned to work on that show that the Quiet Week shall not apply to them. In such case, bargaining unit members will be able to schedule their break at a different time. Despite the language above, the Company may discontinue the August break for all employees with thirty (30) days-notice to the Union. In the event the Company discontinues the August break, or a bargaining employee is required to work over the August break or the Christmas to New Years break, then each bargaining unit employee will get the days attributable to either break added to their vacation time.

7. Parental Leave & Family Leave

- a. The Company shall provide all full-time bargaining unit employees with paid parental leave pursuant to the Company's paid parental leave policy on the same terms and conditions it offers to non-bargaining unit employees, as may be changed from time to time. Notwithstanding, in no case shall the Company provide less than Sixteen (16) weeks of full salary paid leave in connection with the birth or adoption of a child. This paid leave shall be gender neutral.
- b. An employee who gives birth may use accrued and available sick leave to cover any period they are medically unable to work due to pregnancy before beginning paid parental leave. Such employees may be eligible to apply for short term disability benefits to cover any period they are medically unable to work due to pregnancy. The employee may supplement short-term disability benefits with available sick leave or other available forms of leave consistent with the terms of

the applicable leave policy to provide a total of up to 100% of base pay, or may choose not to apply for short-term disability benefits and to use available sick leave during the period of medical inability to work.

8. Pregnancy Loss Leave

The Company shall provide bargaining unit employees with Pregnancy Loss Leave. Such leave shall include ten (10) days of paid time off to care for themselves or their spouse/domestic partner in the time immediately following a pregnancy loss or termination, including abortion. This leave is gender neutral and available to all eligible employees upon start of employment.

9. Health Leave

Prior to taking Short Term Disability, bargaining unit employees may take up to four (4) weeks of paid time off pursuant to the vacation policy.

10. Bereavement Leave

Bargaining unit employees shall receive at least ten (10) days paid time off in the event of a death in the family (including spouses, domestic partners, civil union partners, parents, siblings, children, grandparents, or other similar loved ones). Such time off may be extended with approval from the supervisor and is not to be unreasonably denied.

11. FMLA

- a. The Company shall maintain a family and medical leave policy that is applicable to all bargaining unit members.

12. Other Leave Policies.

Bargaining unit employees shall continue to be eligible for all other existing or newly-introduced leave policies on the same terms and conditions as all other non-executive employees at the Company, as may be changed from time to time.

**Article 24. Professional Development**

1. Bargaining unit employees may request to attend relevant classes or conferences, outside of their assigned work duties, to further their professional development. The Company shall evaluate and approve such requests on a case-by-case basis, and if approved, the Company may pay reasonable employee expenses for such class or conference (and/or travel expenses) subject to any travel and expense policy. The Company will explain to the employee any denial of a request.
2. The Company shall allocate at least \$4,000 funding in each year of the Agreement to fulfill employee requests for professional development.

## **Article 25. Temporary Employees**

1. Temporary employees shall be paid at least the hourly rate equivalent to the minimum for the job classification in which they are employed.
2. After a temporary employee has worked a cumulative total of 272 days (defined as 8 or more hours of work per day performing bargaining unit work) over a rolling sixteen (16) month period, the employee will be afforded a one-time opportunity to convert to becoming a regular full-time bargaining unit employee, so long as the need for the individual role exists after the sixteen (16) month period.

If the individual opts to remain temporary employee, they will be afforded an opportunity after an additional twelve (12) months at a comparable rate of hours per month to choose to become an employee of the Company. The Company will not terminate or not renew such individuals for the sole purpose of circumventing this provision.


## **Article 26. Separability, Savings & Successorship**

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.
3. In the event that the Company is sold in the form of an equity transaction, then this Agreement shall be binding upon, and inures to the benefit of, the parties and their respective successors and assigns, and they shall continue to adhere to the terms of this Agreement for its duration.

In the event that the Company sells substantially all of the assets of the Company in the form of an asset transaction, and the purchaser hires as a majority of its employees to operate the assets individuals who are bargaining unit employees at the time of the sale, then the purchaser shall be required, as a condition of its agreement with the Company to acquire the assets, to assume and adopt this Agreement for the balance of its term from and after the date of the purchase, and the Union assents to the purchaser's assumption and adoption of this Agreement for the balance of its term from and after the date of the purchase and employment of the bargaining unit employees hired by the purchaser. For the sake of clarity, this provision shall not apply in the event of the sale of individual assets such as podcasts or newsletters, nor shall it apply where the purchaser, pursuant to federal labor law, accretes the hired employees into an existing unit covered by a collective bargaining agreement.

## Article 27. Term

This Agreement shall be effective as of March 10<sup>th</sup>, 2025 and shall continue in full force and effect up to and effect up to and including March 9<sup>th</sup>, 2028 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.

DocuSigned by:  
  
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Christina Sullivan

CFO

Pushkin Industries, Inc.



Sam Wheeler

***Executive Director***

Writers Guild of America East