

## **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA, EAST AND SPOTIFY STUDIOS**

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

### **Article 1 – Recognition**

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

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

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

### **Article 2 - Grievance and Arbitration**

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

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

C. If the grievance is not resolved, the grieving party may, within forty-five (45) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within seventy-five (75) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision.

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

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

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

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

a. The employer agrees that it will not continue any Employee in its employ under this Agreement unless the employee is a member in good standing of the Union, has made application for membership in the Union or for "agency fee" status within thirty (30) days following the beginning of their employment, or the effective date of this Agreement, whichever is later.

b. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initial fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Employer to discharge such people upon written notice to such effect by the Union unless such dues and/or initial fees are tendered within five (5) days after the mailing of such notice to the Employer.

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

The Employer agrees that upon thirty (30) days' notice thereafter from the Guild, it shall deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the matter provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

#### **WRITERS GUILD OF AMERICA**

"I, the undersigned, hereby authorize and direct Spotify Studios, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing herein, whichever is sooner, and shall automatically renew itself for successive yearly

periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period."

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

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

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

#### C. INFORMATION TO GUILD

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

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

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

#### **Article 5 - Management Rights**

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

The rights which shall remain within the sole and exclusive control of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of

its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

### **Article 6 - Labor Management Committee**

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

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

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

### **Article 7 - Compensation**

<b>Title</b>	<b>Grade</b>	<b>Minimum</b>
Associate Producer	Grade 1	\$75,000
Producer Reporter/Producer	Grade 2	\$95,000
Associate Editor Senior Writer/Producer	Grade 3	\$104,000
Senior Producer	Grade 4	\$118,000

(supervisory track) Senior Producer (individual contributor track)		
Host	Grade 5	\$120,000
Editor	Grade 6	\$128,000

1. The parties understand that the Company may, in its sole discretion, grant salaries to employees greater than these salary minimums.
2. No bargaining unit employee will have their salary reduced during the term of this agreement. However, should a bargaining unit employee ask to move to a job that carries a lower minimum, or the Company offers the employee a job that carries a lower minimum in lieu of termination, the Union and the Company shall meet to discuss whether or not the salary will be reduced, and if so, the appropriate salary for the employee. The final agreed-upon salary shall be no less than the median salary for current employees in the new job classification.
3. No bargaining unit employee shall be demoted as a result of this agreement.
4. Upon promotion to a bargaining unit job with a higher minimum grade, an employee shall receive at least the minimum salary for their new position or a meaningful increase, whichever is higher.
5. For each month that a bargaining unit employee is assigned by the Company to take over the role of someone who is above their current title and is out on parental or similar leave, or assigned by the Company to backfill for a regular host who is on parental or similar leave and is the sole host of their show, they shall be paid a differential of 10% of their current salary for each full month they are in the role above their current title, to be paid at the end of the leave.
6. Bargaining unit employees shall receive the following economic increases during the term of this Agreement, subject to the conditions below:
  - a. Upon ratification, each bargaining unit employee shall receive the greater of either a move up to the minimum for their position, or receive a minimum increase of 2%, whichever is higher.
  - b. On March 1, 2025, 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, 2025 shall not receive this increase.

- c. On March 1, 2026, 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, 2026 shall not receive this increase.
- 7. For the avoidance of doubt, the Company in its sole discretion may elect to withhold a 2% salary increase to any employee who is under disciplinary review or performance management. The granting of equity/incentive mix shall continue to remain at the sole and complete discretion of the Company pursuant to the terms & conditions governing the equity/incentive mix plan(s) and, for the avoidance of doubt, shall not be subject to the grievance and arbitration provisions contained herein.

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

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

Employees shall be eligible to receive compensatory time off (“Comp time”) when working outside of their normal scheduled hours. The guidelines for the accrual and use of comp days for employees eligible under this provision are as follows:

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

- B. Daily Shows Requiring Unusual Work Schedules and Long Hours

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

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

Further, employees assigned to programs covered under this Section B shall be eligible for the

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

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

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

### **Article 9 - Employee Classifications**

- A. Employees may request the job descriptions for their job at any time.
- B. If the Company creates a new position in the bargaining unit, it will notify the Union of the new position and negotiate over the appropriate classification minimum salary for the new position for a period not to exceed thirty (30) calendar days from the date of notice to the union.

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

Bargaining unit employees shall continue to receive the same level of medical, dental, and vision benefits, the same family forming, 401(k), FSA, commuter, Short-term disability, Long-term disability, and Life insurance benefits, and all existing time off policies, as they received and existed at the time of ratification of this 2024-2027 Agreement. 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 2024-2027 Agreement and shall not change during the life of this Agreement.

Consistent with current practices, food benefits (e.g. food card) shall be provided to bargaining unit employees on the same basis as all other employees of the Company, as may be changed from time to time.

### **Article 11 – Work Location**

Bargaining unit employees shall have access to the Work From Anywhere policy, including the option to work from a Company office, on the same terms and conditions as non-bargaining unit employees, which may be changed from time to time, for the term of this Agreement. Where a bargaining unit employee is required by the Company (in its sole discretion) to relocate for work, the employee shall continue to be eligible for relocation costs under the Company relocation policy, on the same terms and conditions as non-bargaining unit employees for the term of this Agreement.

In circumstances where the Company determines that a bargaining unit employee who has been approved to work remotely will be required to regularly work out of a designated Company location, the Company shall inform the employee with as much notice as possible but shall make best efforts to provide at least two (2) months in advance.

At no time shall bargaining unit employees be required to pay for required studio space out of pocket.

### **Article 12- Non-Discrimination**

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

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

The Employer may not refuse to hire, may not terminate an employee, and may not take an adverse employment action against an individual because that individual has been previously convicted of one or more criminal offenses, or because of a belief that a conviction record indicates a lack of "good moral character." <sup>11</sup> unless there is a direct relationship between one or more of the previous criminal offenses and the specific employment sought or held, or employment of the individual would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

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

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

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

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article (with a AAA panel of employment, as opposed to labor, arbitrators) or in a court of competent jurisdiction, but he, she or they shall not pursue both. If the employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute. Once an arbitration has been initiated under this Agreement, an employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

Nothing in this provision shall be interpreted as limiting an Employee's right to file a charge of



discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws.

## **Article 12 - Diversity**

### **A. DIVERSITY COMMITTEE**

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

A subcommittee of the labor management committee shall convene as an addendum to the labor management committee and shall meet at least quarterly, to guide, assist and monitor the progress of diversity, parity, and inclusion with regard to recruitment, selection, retention, mentorship, advancement, and editorial coverage. The Committee shall have a budget of \$100,000 per calendar year funded by the Company. The Parties shall make good faith efforts to respond to proposed uses of the budget within ten (10) business days of receiving such proposals. Should either Party object to a proposed use of the budget, it shall provide its rationale with the aforementioned response.

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

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

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

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

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

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

When the Company seeks outside candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, the Company shall set goals aimed at creating diverse candidate pools. The goal across all such vacant bargaining unit positions for which the Company is seeking outside candidates is an aggregate candidate pool, at a stage in the application process after the recruiter phone interview stage, that is comprised of at least 50% of the candidates are from groups traditionally underrepresented at Spotify

Stuiods (BIPOC, those identifying as LGBTQ+, people with disabilities, and military veterans). At the Diversity Subcommittee, the Company shall provide the results for the roles closed in the prior quarter, so that the Committee can assess whether the above-referenced goals are being met. The Committee may also consider the demographic composition of the unit as part of that discussion. If in a calendar year the Company is unable to meet that aggregate goal of 50% the Diversity provision of the Agreement shall be reopened for further bargaining over additional steps to meet the percentage goals. For purposes of calculating the 50% applicants who do not self-report or prefer not to disclose shall not be included in the numerator or denominator.

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

The Company shall continue to provide anti-oppression training at least once per year to all Company employees, including managers. Furthermore, the Company will continue to provide Company employees with training focused on disrupting bias and inclusive hiring. The Company will encourage employees to attend such training. The Company will inform the Diversity Subcommittee of the training that is available to employees.

### **Article 13 – Immigration/Visa Support**

The Company agrees not to require employees to provide documentation concerning their immigration status except as required by law or as otherwise necessary to provide immigration support.

The Company, in its sole discretion, will cover reasonable and customary costs of attorneys engaged by the Company for any bargaining unit employee for whom the Company, in its sole discretion, is sponsoring for a new specific work visa or work-related green card. Where the Company is sponsoring a specific visa or green card for a bargaining unit employee, the Company shall give consideration to an employee's preference of the type of Company-sponsored visa or Company-sponsored green card in making its decision. Should an Employee who is on a work visa maintain their employment for one (1) year at the Company, the Employee may request a meeting to discuss a move to a permanent Company-sponsored green card, and such meeting request shall not be unreasonably denied. This provision shall not be subject to the arbitration provisions of this Agreement.

### **Article 14 - Discipline & Discharge**

A. All bargaining unit employees shall be subject to a ninety (90) day probationary period, during which the Company has the sole discretion to terminate employment. All other articles in this contract shall apply to probationary employees unless otherwise stated.

B. The Company shall have the right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to bargaining unit employees for just cause, which shall include but is specifically not limited to:

1. misconduct;
11. poor work performance that is not subject to section (E) below;
111. continued unsatisfactory performance after a period of review or feedback for at

least forty-five (45) days after notice of review;

- 1v. insubordination or other failure to perform job duties;
- v. failure to comply with Company policies;
- vi. theft, fraud, embezzlement, misappropriation, or reckless or willful destruction of the Company's property;
- vii. physical violence or threats of violence of any kind;

C. Employees shall have the right to a Union representative at all investigatory meetings that may lead to discipline of the employee. Whenever the Company issues a written notice of disciplinary action to a bargaining unit employee, it shall immediately inform the WGAE Business Agent or their designee that a written disciplinary notice has been issued, and the name of the employee to whom it was issued.

D. Creative, Editorial and Quality Matters/ Kill Fee

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

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

### **Article 15 - Layoffs and Severance**

Any bargaining unit employee that is laid off ("Laid Off Employees") for economic or other reasons, shall, upon execution of standard Company severance and release agreement, receive severance per the below chart:

Years of Service	(A) Weeks of severance
Less than 1 yr	11
1 full yr	12

2 full yrs	12
3 full yrs	13
4 full yrs	16
5 full yrs	19
6 full yrs	22
7 full yrs	24
8+ full yrs	26

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

Years of Service	(B) Weeks of severance
Less than 1 yr	7
1 yr	8
2 yrs	-8
3 yrs	9
4 yrs	-12
5 yrs	15
6 yrs	18
7 full yrs	20
8+ full yrs	22

- Any bargaining unit employee who receives severance payments, and who was enrolled in Company-provided medical, dental and vision benefits, shall receive a lump sum, one -time

monetary equivalent of the Company's share of the monthly COBRA premium, for the portion of the severance period for which they are no longer receiving Company benefits.

2. 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.
3. It is expressly understood that if an employee is hired on a fixed term basis (per their written employment agreement), the employment may end at the end of the fixed term period without any severance obligations. If the project ends before the fixed term period, the Employee shall receive the lesser of severance per this Agreement or the remainder of the fixed term contract.
4. Any employee that has Garden Leave in their individual employment agreement and is entitled to severance under this Agreement shall, upon execution of a standard Company severance and release agreement, receive Garden Leave or contractual severance, at their option, but not both.
5. The Company shall make commercially reasonable efforts to ensure that published Work Product is not removed from being available to the general public for at least one (1) month following a bargaining unit employee's layoff or termination.
6. Upon the layoff of multiple employees separation, whether voluntary, due to layoff, or for cause, bargaining unit employees shall have accrued but unused Paid Time Off paid out to the same extent that all other employees as part of the same action are also having such Paid Time Off paid out. The decision to pay out any accrued but unused Paid Time Off shall be at the sole discretion of the Company.
7. The Company will not require a post-employment separation agreement that impinges on the employee's rights under Section 7 of the NLRA.
8. Bargaining unit employees who are laid off during or before approved leaves of absence shall receive the full leave same leave consideration, in addition to contractual severance., as all other employees of the Company impacted by the same layoff action on the same terms and conditions as other employees of the Company. The decision to offer any parental leave considerations shall be at the sole discretion of the Company.
9. Upon the request of a bargaining unit employee, the Company, in its sole discretion, shall give consideration to requests to adjust the structure of severance payments, which may include converting a portion of severance weeks to paid non-working notice. Such adjustments of severance shall not result in any increase of severance payments, COBRA costs or any other payments due under this Agreement. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

10. Bargaining unit employees who are less than six (6) months from the next severance tier shall receive 50% of the difference between the severance for their full years of service and the next severance tier. For example, an employee who has four (4) years, eight (8) months severance would receive 17.5 weeks severance (sixteen (16) weeks for four (4) full years, and 50% of the difference of the three additional weeks for five (5) full years).

### **Article 16 - Garden Leave**

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

### **Article 17 - Outside Work**

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

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

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

### **Article 18 - Individual Agreements**

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

All post-employment Non-Compete obligations in existence at the time of ratification of this Agreement shall be deleted in their entirety, except that the Company may negotiate for a post-employment non-compete for any employee earning more than \$180,000 annualized per year.

### **Article 19 - Book Rights**

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

Bargaining unit employees who have been authorized to write a book under the side business policy shall be able to request that the Company grant an unpaid book leave with benefits. This may also include working for the Company part time for an extended period. It shall be in the Company's

discretion as to whether to grant the leave. This shall not be subject to the grievance and arbitration provisions of this Agreement.

### **Article 20 - Temporary Employees and Third Party Payroll Providers**

Individuals employed on full-time temporary basis (30 hours per week or more), including through Target- CW or similar third party entities shall be allotted, on a pro rata basis, the same vacation time off as employees of the Company (for example, individuals engaged through Target-CW for a six month period shall receive 11.5 days of vacation). Any unused vacation days will be paid out when that employee leaves the company.

Following ratification of this Agreement, an individual shall not be engaged as a temporary employee, performing in a role covered by this Agreement, for longer than twelve (12) months. If the Company wishes to utilize that individual beyond twelve (12) months, the individual will be offered employment with the Company (via an offer letter) no later than thirty (30) days before the expiration of their employment. A temporary employee who is converted to a full-time Company employee shall have the time spent employed through the third-party counted towards their seniority for severance purposes only. The Company shall not discontinue an engagement, then rehire the same individual on a schedule that undermines the spirit of this Article.

### **Article 21 - Editorial Standards**

- A. The Company shall not modify published editorial content, or fail to publish editorial content, at the direction of advertisers.
- B. Editorial bargaining unit members shall not be required to work on advertising and Branded Content. This provision does not bar Hosts from reading advertisements.
- C. Bargaining unit employees shall not be required to perform work on any non-fiction or non-satirical piece that they reasonably believe to be: 1) demonstrably false; or 2) may be reasonably construed to violate ethical journalistic standards.

### **Article 22 - Travel and Expenses**

- A. Employees may request a Company credit card. The Company shall make best efforts to address specific situations that might cause undue financial hardship for business travelers.
- B. The Company shall reimburse employees for parking expenses incurred when on a work assignment away from a Company office.
- C. The Company shall reimburse employees for non-commute toll expenses incurred during the course of their work assignment(s). Employees on assignment and approved to work in the evening (past 9pm local time) shall be reimbursed for reasonable car service expenses to their place of residence (including hotels and other institutions outside of the traditional "home").
- D. The Employer shall continue to reimburse employees for approved expenses incurred in the course of travel reporting trips.

- E. The Employer shall continue to provide meals for late-night work.
- F. The Employer shall provide NEED company credit cards (or equivalent) for each team / show to cover production expenses.
- G. For reimbursement expenses, the Employer shall reimburse the employees within two weeks of the request, if approved

### **Article 23 - Workplace Transparency**

- A. The Company shall maintain an organizational chart, in electronic form, updated regularly, in which bargaining unit employees can view the current management structure. The organizational chart shall also indicate Spotify Studio's executives.
- B. The Company shall maintain Employee Policies on the Company intranet.
- C. Employment Records: Upon request, an employee is entitled to review their employee files.
- D. The Union shall be notified by the Company of any material changes in managerial command structure and or material changes to Employee Policies within two (2) weeks of the changes.
- E. New Hires.
  - a. The Company shall maintain an onboarding process for new hires, which may include training on internal systems, tools and softwares, and at least a monthly check-in with their manager for at least the first three (3) months of employment.
  - b. The Company will notify the Union of any newly created bargaining unit job titles.
  - c. Within five (5) days of a new hire's date of employment, the Company shall not prohibit Union representatives to meet with new employees to review the terms of the collective bargaining agreement.

### **Article 24 - Health and Safety / Sexual Harassment / Workplace Culture**

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



C. Upon request, the Employer shall provide trainings around health and safety relative to the specific work circumstances of the employees requesting such training. The Company shall continue to enforce its anti-harassment policy and ensure that the policy is available to all employees.

D. A bargaining unit employee that is making a harassment complaint may, at their sole and complete discretion, bring a union representative with them to meetings regarding the lodging and investigation of said harassment complaint. Should a union representative accompany an employee to such a meeting, the union representative must sign a Non-Disclosure Agreement. Any union representative who accompanies a complaining employee may not be involved in any way in representing an employee against whom a complaint has been made.

E. The Labor Management Committee shall work with Human Resources to raise awareness of the Company's anti-harassment policy. As part of its yearly engagement survey, the Company will include questions about the anti-harassment policy.

F. Nothing in this contract prevents an employee to seek legal remedy

G. Bargaining unit employees shall not be retaliated against for making claims under this Agreement.

## **Article 25 - Career Development/Workplace**

A. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the employee's request to discuss the employee's career opportunities. Following such a meeting, a subsequent meeting shall not be required for one (1) calendar year.

B. Each employee shall meet with their supervisor at least once per year for the purposes of receiving a review of their performance. A record of the review shall be provided in 14-21 days.

C. If an existing employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request a meeting with their supervisor or a designated Company representative to discuss their application. Such feedback shall be provided in thirty (30) days.

D. Upon the request of an employee, the Company shall inform the employee of any minimum qualifications for a job to which the employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, unless otherwise specified in this Agreement.

E. All salary increases not required by this Agreement shall be communicated to employees in writing by HR.

G. The Company will send an email on a monthly basis to bargaining unit employees listing all posted full-time bargaining unit positions. The Company shall provide the Union with a form that employees can use to anonymously review their supervisor or manager. Should an employee wish to complete such a review, they will request the form from the Union, and return it to the Union, which

will then forward the form to a designated Company representative.

### **Article 26 - Professional Development**

Full-time bargaining unit employees may continue to request to attend relevant professional development opportunities. The Company shall continue to provide an annual stipend for approved opportunities, such as conference costs, books, equipment or software costs, classes or trainings. Upon ratification, the annual stipend shall be \$500.

### **Article 27 - Resources/Subscriptions**

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

### **Article 28 – Office**

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

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

### **Article 29 - Legal Defense**

If any bargaining unit employee is sued or charged under a federal, state, or local law, or is subpoenaed as a witness, in connection with the employee's performance of authorized work for the Company at the direction of an authorized agent of the Company, the Company shall provide legal counsel for the employee for the duration of the suit at the Company's expense.

Final selection of such counsel will be at the discretion of the Company, and the selected counsel shall take strategic direction from the Company with input from the affected employee. Spotify Studios and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. The legal support described above is subject to customary exceptions such as gross negligence or omission, or any intentional or knowing violation of the law or policies. If the Employee(s) have reasonable concerns about the Company's strategy or choice of legal counsel, nothing

prevents the employee(s) from, at their own expense, hiring different legal counsel and pursuing a resolution separately.

### **Article 30 - Minimum Terms**

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

### **Article 31 – Separability & Savings**

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

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

### **Article 32 - Artificial Intelligence**

A. 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 (e.g., ChatGPT, Llama, MidJourney, Dall-E).

B. The Company shall notify affected bargaining unit employees of the implementation with as much notice as is practicable, of any new GAI systems that it expects to have a direct and material impact on bargaining unit employees' performance of work covered by this Agreement

C. Employees may decline to have their byline, or otherwise decline to be credited, on any content where GAI has been used in a substantial capacity to alter or create the original content.

D. Unless the Company obtains the consent of the individual, the Company shall not use a digital replica (voice or likeness) of any individual within the bargaining unit to generate materially new audio or visual materials that have not been recorded in any form to be used in content distributed by the Company. A digital replica is a digital model of a bargaining unit employee's voice or 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.

E. The above Section D does not apply to the use of digital replicas for the purposes of translating audio content of bargaining unit employees into another language. Rather, the Company shall comply

with applicable federal, state, and local law in the use of digital replicas to translate audio content of bargaining unit employees into another language.

- F. Upon the request of a bargaining unit employee, the Company will include a distinct signifier on published editorial content that was created with the substantive use of GAI if the bargaining unit employee substantially contributed to the creation of the content and the use of GAI in creating the content (either by the bargaining unit employee or the Company) was substantial.
- a. Such signifiers may include, but are not limited to, disclaimers in the byline, in show description, or in the audio or video content.
  - b. Where the Company has used a digital replica to translate a material quantity of audio content originally recorded by the bargaining unit employee into another language using the employee's recognizable voice, then upon the request of such bargaining unit employee, the Company will provide a distinct signifier.
  - c. For the avoidance of doubt, but subject to (b) above, the Company shall retain the sole discretion regarding use of signifiers with respect to editorial content wherein non-bargaining unit employees are the primary on-air contributors or authors.
- G. Nothing in this Article 31 waives:
- a. Any obligation of the Company that may exist under the NLRA to notify the Union of implementation of a new GAI tool that may affect the terms and conditions of employment for bargaining unit employees.
  - b. Any right of the Union that may exist under the NLRA to bargain over the effects of the Company's implementation of any new GAI tool.

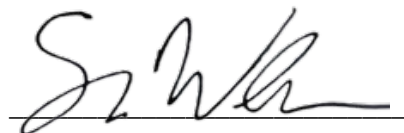
### **Article 33-Term of Agreement and Negotiations**

A. This Agreement shall be effective as of March 1, 2024 and shall continue in full force and effect up to and effect up to and including February 28, 2027 and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days' notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.

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

Signed,

Writers Guild of America, East  
Sam Wheeler, Executive Director



Spotify Studios  
Managing Director, Spotify Studios





Sideletter #1

At the time of ratification, employees covered by the collective bargaining agreement with Cutler Media (i.e. Parcast Media) will become included in the 2024-2027 Spotify Studios contract. Such employees shall have their titles altered to Senior Writer/Producer, with a contractual minimum of \$104,000, and shall be paid the greater of the change to the minimum or the percentage increase afforded under the Spotify Studios agreement, or the one time flat rate increase. No one engaged by Cutler Media in the role or with the title of host shall be included in the bargaining unit. While nothing in this agreement shall prevent a bargaining unit member (in the title of Producer, Senior Producer or other covered title) from hosting, any future individual engaged to work on a show in the style of a legacy Cutler Media show solely as a host shall also not be included in the unit.

Modify third party-employee sideletter to included reference to Article 8.A