

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF  
AMERICA EAST, INC., AFL-CIO AND LUCKY 8**

**Article 1: Recognition**

Lucky 8 (the "Company") recognizes the Writers Guild of America East, Inc. (the "Guild" or the "Union") as the exclusive collective bargaining representative for all full-time and regular part-time employees performing work in the United States in the following job titles:

1. Access Producer
2. Archival Producer
3. Casting Producer
4. Control Producer
5. Field Producers (including Associate Field Producers)
6. Interview Producer
7. Story Producer (includes Post Producer and Post Story Producer)
8. Producer/Shooter (including Night Shooter/Producer)
9. Producer
10. APs (Casting; Field; Story; Post)
11. Post Production Coordinator (includes Post Coordinator)
12. Archival Researcher
13. Lead Archival Researcher
14. Clearance Coordinator
15. Post-Production Manager

At the beginning of every other month or upon the hiring of a significant number of personnel at commencement of a project, the Company will provide to the Guild a list of all unit employees, including their date of hire, expected wrap date (where known and subject to change), job titles, project, compensation, addresses, cell phone numbers, and personal email addresses.

The Union and the Company agree that should any new non-supervisory producer or creative job title be created by the Company after the adoption of the above unit description, that the parties will bargain in good faith over whether said title should be included or excluded from the bargaining unit.

Onboarding: The employer shall inform incoming employees covered by this agreement that they are in a Guild-represented position and provide a link to the WGAE website ([wgae.org](http://wgae.org)). The employee has the right to meet with their union representative or shop steward within five (5) business days of their start date.

**Article 2: Union Security**

Except where prohibited by law, the Company agrees that it will not continue to employ any employee under this collective bargaining agreement ("Agreement") unless they are 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.

Except where prohibited by law, the failure of any employee covered hereunder to be or become a member in good standing of the Union by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within thirty (30) days after such notice is received by the Company and the employee.

### **Article 3: Dues Checkoff**

The Company agrees that upon 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 a form and manner that satisfies applicable law.

The Guild shall indemnify and hold the Company harmless from any claims, suits, judgments, attachments and from any other form of liability, including attorneys' fees incurred in defending any suit or claim, as a result of making any deduction in accordance with the foregoing authorizations and assignments.

The Company shall hold an employee's check-off form for up to one year of the employee's wrap date or end of employment and restart dues deductions upon the rehire of said employee.

### **Article 4: Grievance and Arbitration**

1. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a "grievance" or "grievances") between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.
2. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than forty-five (45) days after the grieving party knew or with reasonable diligence should have known of the circumstances giving rise to the grievance. The Company and the Union shall meet within ten (10) days of receipt of the written grievance.

3. If the grievance is not resolved, the grieving party may, within thirty (30) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within forty-five (45) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator. The Company and the Union shall attempt to agree upon a mutually satisfactory impartial arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within five (5) business days after a written request to arbitrate, the grieving party may 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, or to disregard any filing deadline referenced in this Article.
4. The determination of the arbitrator shall be final and binding upon the Company, the Union, 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 Union, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.
5. The time periods in this Article may be waived or held in abeyance only by written agreement between the parties.
6. Nothing herein shall prohibit current or former unit employees from pursuing legal remedies where permitted by law, but this provision shall be the exclusive remedy for resolving disputes arising under this Agreement.

#### **Article 5: Labor-Management Committee**

The Company and the Guild will establish a joint Labor Management Committee consisting of two (2) management representatives and two (2) unit employees for the purpose of meeting and discussing employee concerns and matters affecting relations between the parties, including among others, diversity, training, new technology, workload, overtime, work process, health and safety, and other such matters. Either party may, for the purposes of discussing a specific issue, bring a reasonable number of individuals to a meeting with relevant knowledge or experiences in order to discuss the issue. The meeting also may be attended by a Guild staff representative. The Committee shall meet upon request of either party up at reasonable intervals. Employees and the Guild should raise issues with management directly in an attempt to address any issues or concerns prior to LMC meetings.

#### **Article 6: Nondiscrimination and Inclusion within the Unit**

1. The Company will not discriminate against bargaining unit members based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, union activity, criminal record, DACA status, marital and/or parental

status, sexual orientation, religion, gender identity, gender expression, veteran status, pregnancy, childbirth, reproductive decisions, genetic characteristics or any other factor protected by applicable law, each within the meaning of applicable law.

2. The Company will continue to make a concerted effort to advertise open covered positions widely, in particular in places with high exposure to underrepresented groups, to attract a diverse candidate pool.
3. The parties may discuss in Labor Management Committee meetings any recommendations for attracting candidates from historically marginalized groups.
4. The Company will track the self-identification of race/ethnicity of unit members in accordance with EEOC or other applicable guidelines and allow employees to self-identify their gender and sexual orientation.
5. When the Company seeks candidates for a vacant bargaining unit position for which no preferred candidate has been identified, it shall make reasonable efforts to, (a) post such open positions for a minimum of three (3) business days whenever feasible given operational demands; and (b) interview at least one (1) qualified candidate from groups traditionally underrepresented in the industry prior to making a hiring decision.
6. The Company shall continue to maintain procedures for employees with a disability to request applicable legal accommodations. All employees will receive a copy of these procedures upon hire. Employees shall not be retaliated against for requesting disability accommodation.
7. For the purposes of recruiting candidates, the Company shall provide resources to employees whose role it is to hire. These resources may include, but should not be limited to, information on where to post jobs and any pool of employees to recruit from.
8. Nothing herein requires the Company to take any action inconsistent with applicable law.

#### **Article 7: Anti-Harassment**

1. The Company will continue to provide its employees with a safe and respectful work environment.
2. Management shall clearly identify appropriate supervisor-level representatives to serve as a point person for unit employees who wish to make a report about harassment or discrimination, and such person shall be cognizant of their responsibilities, management policies and related articles from this collective bargaining agreement.
3. In the event an employee brings a discrimination or harassment complaint through the Company's internal complaint procedures, at the request of the unit employee who makes such complaint, the Company shall inform the Guild of such complaint and, thereafter, of the resolution of such complaint. All concerns raised with the Company will be properly handled and addressed. Employees shall not be retaliated against for making claims under this Agreement.

4. Management shall maintain a sexual harassment policy and provide training in accordance with applicable State law. Management shall provide such annual mandatory anti-harassment training within each employee's shift.
5. In the event an employee brings a harassment complaint through the Company's internal complaint procedures, any settlement agreement, separation agreement or release between the Company and employee will not contain a non-disclosure or non-disparagement agreement related to the facts of the employee's underlying harassment complaint unless such agreement is the complainant's preference and is agreed to by the Union and the Company. If such a non-disclosure and non-disparagement policy is included, it shall be mutual.
6. Nothing in this contract prevents an employee from seeking a legal remedy to a sexual harassment complaint; however, employees may not pursue the same claim(s) under this provision in more than one forum (i.e., the employee may not pursue claims at the EEOC or in a lawsuit while also arbitrating claims pursuant to this Agreement).
7. The Company shall continue to enforce its anti-harassment policy, ensure that the policy is available to all employees, and inform all employees of the policy on an annual basis.
8. The Company will notify the Guild before promulgating any material changes to its anti-harassment policies.
9. The employer shall provide a safe outlet for every employee to communicate their pronouns, not just for queer, gender neutral, gender non-conforming, non-binary, and gender variant people.

#### **Article 8: Discipline**

1. Discipline may consist of counseling, verbal and written warnings, reprimands, suspensions, demotions, or discharge. Prior to discharge, any and all discipline shall be corrective in intent.
2. Discipline may include counseling elements such as training recommendations, corrective action plans, mentoring, accommodation, or rehabilitation.
3. As required by law, employees shall have the right to Union representation at all investigatory meetings that may lead to discipline.
4. The Company will provide the employee and Union with copies of any written disciplinary action.
5. Discipline shall not be arbitrary or capricious in manner.

#### **Article 9: Individual Employment Agreements**

1. The Company acknowledges that the rates in the CBA are minimums and that nothing in the CBA prevents unit employees from directly negotiating higher rates. The Company shall not represent to employees or prospective employees that the minimum contract rates cannot be negotiated.

2. Notwithstanding anything to the contrary, the following modifications shall be deemed to be made to the individual employment agreements, current or future, of all bargaining unit employees.
3. All existing At-Will employment provisions shall be deemed modified by the Discipline Article of this Collective Bargaining Agreement. All future provisions shall comply with the Discipline Article of this Collective Bargaining Agreement.
4. All post-employment Non-Compete obligations in existence at the time of ratification shall be deleted in their entirety and shall not appear in individual employment agreements of unit employees in the future.
5. Any arbitration provisions shall be modified to comply with this Agreement (i.e., require arbitration of disputes arising under this Agreement in accordance with Article [] (Grievance and Arbitration)).
6. Each individual employment agreement shall be amended to include the following provision: "Nothing in this Agreement prohibits employees from exercising their rights under Section 7 of the NLRA."

**Article 10: Health and Safety**

1. The Company agrees to provide employees with safe physical working conditions.
2. Failure to provide safe physical working conditions shall be a matter which may be taken up in Labor-Management Committee meetings.
3. The Company shall continue to maintain a system for reporting and investigating injuries, illness or other accidents that occur because of work activities.
4. Any unit member whose field work could expose them to danger from firearms shall continue to be provided, at their election, either a level 3 or level 3(a) body armor (i.e., vest) in appropriate sizes and fit (e.g. accounting for body sizes and shape; including women's fit when applicable) and that has not expired.
5. If the Company provides safety gear to third parties in the field during production, it will offer similar gear to employees for their use.
6. The company shall provide reasonable and appropriate safety gear to employees for the work environment (e.g., N95 masks when working in a building under construction).
7. Recognizing that employees occasionally may be engaged on projects or performing work that involves inherent risks, an employee shall continue to have the right to raise concerns with regard to work that is dangerous. The Company affirms that an employee who reasonably believes their safety would be compromised by pursuing a shot (including audio for a shot) can and should withdraw to a safe position.
8. The Company shall continue to permit employees to take any necessary breaks when working on emotionally sensitive or violent material and to encourage employees to utilize available resources (e.g., EAP services) as necessary.
9. The Company shall follow applicable state, local and federal guidelines promulgated with regard to communicable diseases such as COVID-19 and its variants, to be consistently enforced in the office and on shoots. The Union shall have the ability to provide feedback

on such policies and the company shall agree to meet with the Union about these policies when requested.

### **Article 11: Holidays**

The Company shall offer the following paid holidays to bargaining unit employees: New Year's Day, MLK Jr Day; President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous Peoples' Day; Thanksgiving; Day After Thanksgiving, and Christmas Day. If such a holiday falls on a weekend, then the preceding Friday or following Monday shall become an observed holiday, at the Company's discretion. If an exempt employee works on a holiday, then the employee shall be eligible for a paid comp day to be used at the employee's discretion, subject to advance approval by the employer. If any such comp days are not used, they will be paid out at the end of the employee's employment or the end of the calendar year, whichever is sooner. Non-exempt employees shall be paid at an overtime time rate for all work performed on a holiday.

### **Article 12: Vacation**

1. All unit employees shall earn ten vacation days per year worked, accrued in a pro-rated manner, starting after six months of consecutive employment. All new unit employees will be credited with one vacation day upon their start date. Up to five (5) days of accrued and unused vacation time will be carried over from year to year. Employees also may carry over up to five (5) days of unused accrued vacation between periods of employment if their break in service does not exceed six weeks.
2. Requests for vacation days shall not be unreasonably denied.
3. The Company shall pay employees who have been continuously employed for more than twelve (12) months (subject to the six-week break in service bridge noted above) any unused vacation leave that accrued during such employee's last year of employment upon termination of employment.

### **Article 13: Paid Sick and Safe Leave**

1. Unit employees shall be entitled to up to seven (7) paid sick days annually, accrued in a pro-rated manner. Notwithstanding the above, employees may borrow against such accruals and utilize up to four (4) days of sick leave after one week of employment.
2. If an employee is rehired within six months, the Company will reinstate previously accrued safe and sick leave.
3. Sick leave may be used for the mental or physical illness of the unit employee or a family member to whom the employee is providing care, regardless of whether it has been diagnosed or requires medical care at the time of the request for leave, and for the diagnosis, care, or treatment of a mental or physical illness, injury or health condition, as well as for preventive medical care (i.e., check-ups).

3. In addition to the above, a unit employee may also use accrued sick leave for “Safe Time” leave when the employee has been or whose family member has been the victim of domestic violence, family offense matters, sexual offense, stalking, or human trafficking for the following. For the purposes of this article, family member shall include any individual related by blood or marriage to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship. Sick leave may be used under such circumstances:
  1. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program;
  2. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee’s family members;
  3. To meet with an attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding;
  4. To file a complaint or domestic incident report with law enforcement;
  5. To meet with a district attorney’s office;
  6. To enroll children in a new school;
  7. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee’s family member or to protect those who associate or work with the employee.
  8. To meet with an attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit.

**Article 14: Family Leave and Lactation Rights**

1. After one year of continuous service with the Company (inclusive of any breaks in service of six weeks or less), unit employees, regardless of location, shall be entitled to two (2) weeks of pay at their weekly rate to be used at the start of their leave upon the birth or adoption of a child.
2. Employees will not be required to use vacation or sick time before receiving this Paid Family Leave benefit.
3. In addition to any state family leave laws, all employees shall be entitled to the leave outlined in the FMLA. Employees will be eligible for such leave after they have worked 1250 hours in the preceding 12 months, or for 12 consecutive months, although breaks in service of six weeks or less shall not be considered interruptions in service for purposes of this Article.
4. The company shall accommodate lactating employees by providing them reasonable break times each day and a suitable room or other location with privacy, other than a toilet stall, in close proximity to the work area, to express

breast milk in private. The Company prohibits discrimination against any employee for exercising their rights under this provision.

**Article 15: Jury Duty Leave**

1. Non-exempt employees shall be compensated for jury duty service in accordance with the more favorable of either: (i) the law of the state of production at the time of the employee's jury service, or (ii) the law of the state of the employee's jury service.
2. Employees have the option of using accrued vacation to convert partially-paid or non-paid jury service days to paid time off.
3. Exempt employees will be paid their regular salary for any workweek in which they perform work for the Company.
4. Employees must notify their supervisor and the Head of Human Resources or the Human Resources Specialist of a jury summons as soon as possible and must indicate the number of days they expect to be absent. A copy of the "notice to serve" must be supplied to the employee's supervisor when requesting time off for jury duty, and a certificate signed by the court clerk verifying the jury service days must be supplied upon completion of jury service. Employees are expected to be at work on regularly scheduled workdays when not required to report for jury duty.

**Article 16: Bereavement and Pregnancy Loss Leave**

1. Bargaining unit employees who have been employed with the Company for six (6) or more months, without a break in service of six weeks, shall be entitled to five (5) days of paid bereavement leave in the event of the death of an immediate family member (i.e., father, mother, brother, sister, spouse, same-sex committed partner, son, daughter, grandparents, mother-in-law, or father-in-law) . Employees shall also be eligible to take bereavement leave in the case of a pregnancy loss or termination, including abortion.

**Article 17: Compensation**

A. Minimum Weekly Wage Rates

Access Producer	\$1,800	Archival Producer	\$1,800
Casting Producer	\$1,800	Control Producer	\$1,800
Field Producer	\$1,800	Senior Field Producer	\$1,900
Interview Producer	\$1,800	Story Producer	\$1,775
Senior Story Producer	\$1,950	Writer	\$1,950

Producer/Shooter	\$2,925	Producer	\$1,800
Associate Producer	\$1,450	Casting AP	\$1,450
Field AP	\$1,450	Post AP	\$1,450
Story AP	\$1,450	Post-Production Coordinator	\$1,225
Archival Researcher	\$1,250	Lead Archival Researcher	\$1,600
Clearance Coordinator	\$1,225	Post-Production Manager	\$1,750

The minimum rates for the following classifications shall increase to \$1,475/week effective January 1, 2027; and to \$1,500/week effective January 1, 2028: AP; Story AP; Post AP; Casting AP; and Field AP. These classifications, as well as Post-Production Coordinator, Archival Researcher, Lead Archival Researcher and Clearance Coordinator shall be classified as non-exempt and paid at an hourly rate, but shall not be paid less than the weekly amounts set forth above when working the anticipated number of total hours in any work week.

The rates above are minimums and nothing in this CBA prevents unit employees from negotiating higher rates.

The above minimum rates shall apply only to projects commissioned and entirely financed by cable television networks and major, paid streaming services (e.g., Netflix, Hulu) for distribution on such networks or services (“Commissioned Productions”). The Company shall not be required to pay minimum rates for employees working primarily on projects that are self-financed (or partially self-financed) and that are intended for distribution on international or on digital or other free platforms (e.g., YouTube; FAST Channels) (“Non-Commissioned Productions”). The Company shall make the nature of the project clear to prospective employees and shall not retaliate against any individual who declines to accept offers of employment on a Non-Commissioned Production. If an employee engaged in work on a Commissioned Production is asked to work occasionally on a Non-Commissioned Production in the course of their engagement (i.e., during the term of their Commissioned Production deal memo), their wage shall not be reduced during any such week in which they are working on both projects.

**Article 18: Entertainment Industry Benefit Plan/Healthcare**

1. The Employer agrees, in addition to all wages and other sums required to be paid hereunder, to make contributions on behalf of each employee covered by this agreement who is performing work on a Commissioned Production (as defined herein above) to the Entertainment Industry Flex Plan ("The Plan") or its lawful successor.
2. Starting during the first payroll period of June 1, 2026 the Employer will make contributions on behalf of each such employee in the sum laid out below
  1. Year 1: \$11 per day worked
  2. Year 2: \$12 per day worked
  3. Year 3: \$13 per day worked

3. For the purposes of this Article, "work day" shall include any day worked by the employee, including any sick, vacation, and bereavement days and any Company holidays (See Article 11, 12, 13, 16).
4. The Entertainment Industry Flex Plan is a Trust, operated pursuant to the terms and provisions of written Trust Agreement and employer agrees to be bound by all the terms and conditions of the Trust Agreement as they may be amended from time to time, including all decisions and determinations made by the Trustees or any impartial umpire as authorized by the Trust Agreement.
5. Payment of contributions to The Plan as herein provided must be received by The Plan by the 15th day of the calendar month following the payroll month in which the Employee worked and shall be deemed delinquent thereafter. If a payment is deemed delinquent there shall be a 3% penalty for each week of late payment. Payment of contributions to The Plan is otherwise subject to the rules, regulations and procedures of The Plan. Voluntary employee contributions have a limitation of 85% and must be remitted as soon as they may be segregated from the general assets of the employer, but in no event be received later than 15 business days after the day the funds are withheld from Employee's wages in accordance with 29 CFR 2510.3- 102.
6. For more information about remittance, please see [www.flexplan.com/remittance](http://www.flexplan.com/remittance)  
[www.ei401kplan.com/remittance](http://www.ei401kplan.com/remittance)
7. Payments and remittance report should be mailed to: Entertainment Industry Benefit Plans P.O. Box 60669 Los Angeles CA 90060-0669.

### **Article 19: Retirement**

Employees shall be permitted to participate in the Company's 401(k) Plan (if any) on the same terms and conditions, including with regard to eligibility, as those applied to non-union employees, which terms may change at the Company's discretion from time to time.

### **Article 20: Work Week and Workday**

1. All work performed by non-exempt employees in excess of 40 hours in a work week and 12 hours in a day shall be paid at time-and-a half. All such work be expressly approved in advance by management.
2. In the event that an exempt employee is required by management to work in excess of 12 hours in a day, they shall be permitted to take a commensurate amount of comp time (i.e., come in late or leave early) on a mutually agreeable date, subject to business demands.
3. The Company shall not reduce the salary of any employee who for operational reasons moves from a 5-day a week schedule to a 4-day per week schedule.
4. The parties agree that non-exempt employees' compensation when utilizing any paid time off such as, holidays, sick leave, vacation leave, bereavement leave or

parental/family leave shall be calculated at the expected number of hours to be worked each day (e.g., 10 hours) such that employees receive the same compensation on such days as they would for an "average" day worked. Similarly, exempt employees shall receive 1/5th of their weekly rate on any such paid time off.

5. The overtime rate for non-exempt employees is 1.5 times their hourly rate. All hours in excess of the communicated expected number of work hours in a work week (e.g., 50 hours) must be pre-approved by the employee's supervisor and production management.
6. Unit employees will be provided with breaks and time for meals during working periods in accordance with applicable law.
7. Swing Period/Turnaround Time: There shall be a minimum 10-hour rest period between the time a bargaining unit employee leaves the office/set (e.g., clocks-out in the case of hourly employees) and the time the employee returns to work the next morning (e.g., clocks-in the case of hourly employees).
  - a. Any non-exempt (hourly) bargaining unit employee who is provided less than a 10-hour rest period between shifts shall receive pay at one and a half times their regular rate of pay for all hours of the 10-hour rest period they worked. Overtime exempt employees who are provided less than 10 hours between leaving the office/set and the call-time the next day shall be provided comp time at one and a half times the hours of the 10-hour rest period they worked (i.e., the number of invaded hours). If such comp time is not used within 4 weeks, it shall be paid out.
8. Right To Disconnect: The Company will not discipline employees for failing to respond to company communications outside the hours of 9am – 8pm or on days off (or when off duty in the case of nonstandard hours, e.g. field producers who work evening and night shifts or are on-call) unless it is marked as urgent. The company will make best efforts to provide advance notice when urgent communications are anticipated.
9. 7th Day Work:
  - a. When an exempt employee other than those working in the field has worked a full work week (i.e., approximately 40 or more hours), as well as a 6<sup>th</sup> consecutive day and is directed by management to work four (4) or more hours on a 7<sup>th</sup> (consecutive) day, the Employer shall provide such employee with a comp day. In such cases, the employee shall notify management in advance that they are being asked to work on a 7<sup>th</sup> consecutive day. Management shall use best efforts to permit employees to utilize any comp time earned, but if an employee is not able to use comp time within 12 weeks, it shall be paid out.
10. When the company anticipates that an exempt employee will regularly work a 6-day schedule, it will pay such employee a weekly rate no less than 10% greater than the applicable minimum rate. When it is not anticipated that an exempt employee will work a

6th day and is directed to do so by the showrunner or supervisor, the additional day must be approved in advance by production management or executive management (e.g. EVP). In such cases, the Company shall provide the employee with one half-day of comp time for each sixth day worked. Comp time shall be paid out if the employee is not permitted to use the time by the end of their engagement (i.e., season).

#### **Article 21: Changes to Schedules and Dark Days**

1. All known dark weeks (i.e., weeks in which no work is expected to be performed), if any, shall be communicated to employees at the start of the project.
2. The Company shall endeavor to provide employees with no less than three (3) business days' notice of any dark week.
3. If the Company provides less than three (3) business days' notice of any dark days, impacted employees will be paid the following rates of pay based on the amount of notice provided:
  - a. 1 day's notice: 60% of employee's rate
  - b. 2-3 days' notice: 40% of employee's rate
4. Notwithstanding the above, the Company shall not be obligated to make the payments set forth above in the event that the dark week is occasioned by a force majeure event (e.g., severe weather event) or network cancellation or order to suspend production for which the Company is not specifically compensated by its client.

#### **Article 22: Travel / Late Night Work**

1. The company shall be responsible for all lodging and travel accommodations for employees when they are traveling for work. Employees must comply with all travel policies and guidelines set forth in the Employee Handbook in such cases.
2. Non-exempt employees shall be paid no less than one half-day's wages on travel days.
3. Parking and toll charges incurred during the course of business travel will be reimbursed.
4. If the company requires a unit employee to stay overnight on location, the unit employee will be paid a minimum per diem of \$55 per day. Meal breaks will be provided as required by law; on shoot days, whenever feasible, lunch will be provided on set.
5. If any unit employee's service on a given work day concludes between hours of 10pm and 5:00am, the employee shall be reimbursed up to \$60 for a taxi/car service home if transportation is not provided or the employee does not have access to a personal vehicle.
6. If a unit employee works in the office or on set past the hour of 8pm (having begun the work day at or before 10am), the unit employee shall be reimbursed up to \$30 for the cost of dinner.

#### **Article 23: Termination Fees, Severance and Layoffs**

In the event that an employee enters into a written agreement with the Employer for a specific project to work for the duration of that project, and the project is canceled prior to the scheduled

or anticipated start date provided for in the written agreement, the Employer shall make best efforts to secure payment of a kill fee to the employee from the network or platform. The failure to secure or make any such payment shall not be a violation of this Agreement.

**Article 24: Shop Stewards**

The Union may appoint (a) Shop Steward(s), who shall have the right to investigate grievances during the work day for a reasonable period of time, provided that it does not interfere with the Shop Steward's work or the Employer's operation.

**Article 25: Access**

Union representatives shall have reasonable access to the company's facilities and production sites, subject to applicable security protocols and guidelines, at mutually agreeable times on reasonable advance notice.

**Article 26: Non-Exclusivity**

1. Management shall not prohibit part-time employees from working on other projects or jobs while employed by the Company.
2. Employees who wish to work on other creative projects or jobs during the time they are employed at the Company (e.g., film, television, or other monetized digital or video content) should provide advance notice of such proposed work to the Company. The Company shall not unreasonably deny the employee's request to work on any such project provided it would not create a potential conflict of interest for the Company, in the Company's reasonable judgment.
3. Any such approved "outside work" shall not in any way interfere with or delay the employee's work for the Company, which shall be done on a first-priority basis.

**Article 27: Rehire Protections**

Management shall make best efforts to inform employees who have satisfactorily performed their job duties when a new season or run of the same project or title they performed that job for has open positions in their job title, and shall consider those employees who choose to apply within a reasonable time period after being informed of the opening before considering other applicants. For the sake of clarity, this does not apply to employees (1) who worked for substantially less than the entire season of the series, (2) already engaged by the Employer on a different series, or (3) hired locally (i.e. "local hire APs") if the new season is shooting in a different city, nor shall it apply to any spin offs or related shows or concepts, only to additional seasons or runs of the same title. If a job title is eliminated from one season or run to the next, this Article shall not apply to those affected individuals.

### **Article 28: Workplace Transparency**

1. The Company shall inform employees of the reporting structure at the beginning of each project. The information provided shall indicate Lucky 8's company executives, supervisors and staff related to the production on which the employee has been engaged.
2. In addition, the Company shall inform employees to whom they should make requests, for instance in the approval of time off, and to whom unit employees should submit information such as timecards and reimbursement requests.

### **Article 29: Work Across Projects**

1. No unit employee shall be required to perform more than incidental work on multiple projects simultaneously without consent from the employee, and no unit employee shall be retaliated against for withholding such consent.
2. If an employee is assigned to work on more than one project/series at the same time, management will outline the expected division of hours between projects during the regular workweek, subject to Company policies and provisions of this Agreement relating to hours worked and overtime.
3. Unit employees may seek to negotiate higher individual rates for working on multiple projects.

### **Article 30: Career Development and Staffing**

1. Bargaining unit employees shall be afforded the opportunity to apply for all open positions within the organization and shall make best efforts to announce open positions at monthly meetings. In addition, at the end of projects, employees may ask management whether there are open positions on other projects for which they may be qualified. Management shall inform the employee of any such open position(s) and the employee shall be permitted to apply for any such roles.
2. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor or an appropriate company representative upon the employee's request once per season to discuss the employee's career development opportunities.
3. Employees are entitled to meet with their supervisor at least every six months (but, in any case, no less than once per project) to discuss their performance. Such meetings shall not be used by the Company to discipline any employee.
4. 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 feedback on their application from their supervisor or a designated Company representative. Such feedback shall be provided within 14 days.

5. 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.
6. Management shall allow willing individuals within the company to volunteer to serve in a mentor role, and make those names available to bargaining unit employees who wish to enter into a mentee role.
7. Bargaining unit employees may request to attend relevant professional development opportunities. The Company shall continue to evaluate such requests at its discretion, including the impact, if any, on the employee's compensation, on a case-by-case basis.
8. Bargaining unit members who apply for other jobs within the company are protected against retaliation for so doing.
9. Bargaining unit members shall have the opportunity to anonymously review management at the end of each series (i.e., employees may provide feedback to the Guild, which may forward or summarize without attribution to the Company) or project.

**Article 31: Remote Work**

The Company shall make best efforts to inform employees at the time of hire (i.e., when engaged on a series or new season of a series) if they may be required to work from the office.

If the Company does not provide such notice at the time of hire on a new project or a new season of an existing project, and with regard to employees currently employed who are working remotely, the Company shall provide no less than twenty (20) days' notice prior to requiring any such employee to return or report to work in the Company's office and shall not require any such employees to work regularly out of the Company office until after January 1, 2026. Staff employees who were hired with the expectation of working fully remote shall not be required to return to office if they reside 45 miles or more away from the office in question. In addition, if it regularly takes longer than 90 minutes for an employee hired with the expectation of working fully remote to commute to the office using any available means (i.e., by car or public transportation where applicable), to the extent feasible operationally, the company will work with the employee to accommodate a request to work occasionally from home (i.e., a hybrid schedule).

Employees may request to work remotely, including on a hybrid schedule (e.g., work in the office a certain number of days a week), and such requests shall be considered by the Company in good faith on a case-by-case basis, subject to operational, financial and creative needs. The Company may consider, for example, an employee's role and responsibilities, the type and nature of the series on which they are engaged, whether they can work as effectively from home, the schedule proposed (i.e., number of days in the office), and other business considerations such as financial incentives in responding to a request to work remotely.

Any remote work arrangement must be made in coordination with and to the satisfaction of the employee's supervisor (i.e., showrunner, line producer, or comparable position).

### **Article 32: Credits**

Management shall make best efforts to ensure that employees receive an appropriate screen credit for every feature or episode on which they worked.

### **Article 33: Artificial Intelligence**

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 and video production, based on those patterns, and may employ algorithmic methods (e.g., ChatGPT, Llama, MidJourney, Dall-E).
2. The Company shall make best efforts to give the Guild at least twenty (20) days' notice of its intent to use any new GAI tool that will result in the elimination of an existing unit employee's role or is directly responsible for the reduction of an employee's term of employment (i.e., an earlier wrap date). The Company shall meet and discuss such changes with the Guild upon request. Management will make good faith efforts to respond to questions raised and will give good faith consideration to concerns raised by the union.

### **Article 34: 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's becoming the collective bargaining representative of the employees covered by this Agreement.

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the 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 programming, 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; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

**Article 35: 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.

Notwithstanding the above, unit employees whose jobs require them to work from a specific location shall not be required to cross picket lines in situations where they reasonably fear for their personal safety and shall discuss with their manager or supervisor how to perform the job in a safe manner

**Article 36: Successor**

In the event that the Company sells the majority of its assets in the form of an asset transaction, and the purchaser hires the majority of the unit employees then-employed at the time of sale, then the purchaser shall be required to recognize the Union.

**Article 37: Term of Agreement**

This Agreement shall be effective from March 24th, 2026 through March 24th, 2029.

LUCKY 8, LLC

WRITERS GUILD OF AMERICA, EAST, INC.

By:

By:

Name

Phil Andrews

Partner

Deputy Director of Organizing and Nonfiction

Title

3/25/26

3/24/26

Date

Date