

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO

AND

McGEE MEDIA, LLC

November 7, 2024 – November 6, 2027

COLLECTIVE BARGAINING AGREEMENT

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

Article 1: Recognition and Scope

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 in the following job titles:

1. Producer
2. Production Manager
3. Social Media Producer
4. Archival Producer
5. Story Producer
6. Production Assistant/Associate
7. Post PA
8. Associate Producer
9. Archival AP
10. Researcher
11. Archival Researcher
12. Production Coordinator
13. Co-Producer

At the beginning of every other month, and at the start of new projects, 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, self-identification of race/ethnicity, and, to the extent these are available to the Company, addresses, cell phone numbers, and personal email addresses.

Article 2: 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 3: 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. As required by law, employees shall have the right to Union representation at all investigatory meetings that may lead to discipline.
3. The Company will provide the employee and Union with copies of any written disciplinary action.
4. Discipline shall not be arbitrary or capricious in manner.

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 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 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: 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 6: Union Security

Except where prohibited by law, the Company agrees that it will not continue any employee in its employ under this collective bargaining agreement ("Agreement") unless they are a member in good standing of the Union and/or have 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 (or agency fees) 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. Prior to any termination pursuant to this provision, the Guild shall provide the Company with information sufficient to establish that the Guild has complied with all legal obligations to the employee, including providing adequate notice of the amounts owed, and been provided a reasonable amount of time to make any required payments.

Article 7: 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.

Article 8: Shop Stewards

The Union may appoint a Shop Steward, who shall have the right to investigate grievances during the workday for a reasonable period of time as long as it does not interfere with the Shop Steward's work or the Employer's operations.

Article 9: Labor-Management Committee

The Company and the Guild will establish a joint Labor Management Committee consisting of two management representatives and two employee representatives and one Guild staff representative 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 Committee shall meet upon request of either party up at reasonable intervals.

Article 10: Access

Union representatives shall have reasonable access to the company's facilities and production sites at mutually agreeable times on reasonable advance notice.

Article 11: Compensation

Minimum Wage Rates

Job Title	Weekly Anticipated Hours	Hourly or Weekly Rate (Ratification Date)	Hourly or Weekly Rate on 1/1/2026	Hourly or Weekly Rate on 1/1/2027
Producer		\$2,100.00	\$2,142.00	\$2,184.84
Co-Producer		\$1,925.00	\$1,963.50	\$2,002.77
Social Media Producer		\$1,975.00	\$2,014.50	\$2,054.79
Archival Producer		\$1,975.00	\$2,014.50	\$2,054.79
Story Producer		\$2,025.00	\$2,065.50	\$2,106.82
Production Manager		\$2,150.00	\$2,193.00	\$2,236.86
Production Assistant/ Associate	50	\$ 1,250.00 at 50 hours	\$1,275.00	\$1,300.50
Post-Production Assistant	50	\$ 1,250.00 at 50 hours	\$1,275.00	\$1,300.50
Associate Producer	50	\$1,500.00 at 50 hours	\$1,530.00	\$1,560.60
Archival Associate Producer	50	\$1,500.00 at 50 hours	\$1,530.00	\$1,560.60
Researcher/Archival Researcher	50	\$1300.00 at 50 hours	\$1,326.00	\$1,352.52
Production Coordinator	50	\$1,450 week at 50 hours	\$1,479.00	\$1,508.58

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

Individual Increases

Each employee shall receive an increase of at least 3% of their salary upon the commencement of a new series or a new season of the same series after working 215 days over a 12-month period, so long as they have not received an increase of at least that amount within that same 215-day period.

Article 12: 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 to the Entertainment Industry Flex Plan ("The Plan") or its lawful successor.
2. Starting during the first payroll period of January 2025 the Employer will make contributions on behalf of each such employee in the sum laid out below
 - a. January 1st, 2025- December 31st, 2025: \$14 per day worked
 - b. January 1st, 2026 – December 31st, 2026: \$20 per day worked
 - c. January 1st, 2027 - expiration: \$26 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 15, 16, 17, 18).
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. 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
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 13: Work Week and Workday

1. The regular work week for all non-exempt employees shall consist of at least forty (40) hours in 5 days (exclusive of meal periods). The Company may require the rendition of services for more than forty (40) hours or on more than five (5) days in any week, subject to the payment of overtime for any time worked in excess of forty (40) hours in a work week for any non-exempt (hourly) employee. The parties anticipate that employees typically will work approximately 50 hours per week, although the parties recognize that they may work more or fewer hours in any week depending on the nature of the production.
 - a. 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.

2. The overtime rate for non-exempt employees is 1.5 times their hourly rate. All hours in excess of 50 hours in a work week must be pre-approved by the employee's supervisor and production management.
3. Unit employees will be provided with breaks and time for meals during working periods in accordance with applicable law.
4. Swing Period/Turnaround Time: There shall be a minimum 10-hour rest period between the time a bargaining unit employee leaves work/set (e.g., clocks out in the case of hourly employees) and the time the employee returns to work/set the next morning (e.g., clocks in the case of hourly employees).
 - a. Any non-exempt (hourly) bargaining unit employee (e.g., associate producer) who is provided less than a 10-hour rest period between shifts shall receive pay at 1.5 times their regular rate of pay for all hours of the 10-hour rest period they worked (i.e., overtime pay for all invaded hours). This payment shall be paid only to employees whose rest period was invaded.
 - b. Overtime exempt employees (e.g., producers) who are provided less than 10 hours between leaving set and the call-time the next day shall be provided 1.5x comp time in the amount of all invaded hours, rounded to the nearest half-hour. If such comp time is not used within 4 weeks, it shall be paid out.
5. Work After Hours: The Company will not require employees to respond to company communications outside the hours of 9am – 8pm or on days off on matters that in management's reasonable judgment do not require immediate attention. The Company shall make clear which matters are pressing and require prompt responses (i.e., via text, phone message and/or email). The Company shall make best efforts to provide advance notice when pressing communications are anticipated between the hours of 8pm and 9am or on days off.
6. 6th and 7th Day Work: When an exempt employee who has worked a full work week (approximately 40 or more hours) and on a (full) fifth day, is directed by a non-bargaining unit supervisor or their designee to work for four (4) or more hours on a 6th and/or seventh (7th) consecutive day within the same work week, the Employer shall provide the Employee with one comp day for each such 6th or 7th day worked. In such cases, the employee shall notify management in advance that they are being asked to work on a sixth and/or 7th consecutive day. Comp time should be utilized within three (3) months of accrual, but if an employee is not permitted to use comp time during the season in which it is earned, it shall be paid out.

Article 14: Termination Fees, Severance and Layoffs

1. When possible and practicable, the Company will notify employees regarding non-renewal of their employment (i.e., at the end of a project) or of a hiatus between seasons of production (i.e., furlough) within twenty-five (25) days of their last day of employment or the beginning of the furlough period.
2. 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 15: Holidays

The Company shall offer the following paid holidays to bargaining unit employees who are employed the week before and the week after the holiday occurs (either week would include the week of the holiday): New Year's Day, MLK Jr Day; President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Indigenous Peoples' Day; Thanksgiving; Day After Thanksgiving; Christmas Day; and one additional floating holiday of each unit employee's choice. Employees also may request an additional floating holiday to observe a religious or cultural holiday of their choosing, which request shall not be unreasonably denied. If such a holiday falls on a weekend then either 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 a double time rate for all work performed on a holiday.

Article 16: Vacation

1. All unit employees shall be entitled to accrue up to 10 paid vacation days annually, which shall be accrued evenly beginning on the first day of employment.
2. Management will use best efforts to approve vacation requests. If a vacation request is denied the employer will provide the employee with a written explanation.
3. Employees shall be permitted to carry over a maximum of three (3) vacation days either beyond the annual anniversary date of their employment or to successive periods of employment if their interruption in service is sixty (60) days or less. Notwithstanding the above, the maximum number of unused vacation days that any employee may have at any time (including any carried over days) shall be ten (10) days. Unused vacation days shall not be paid out when employment terminates, but employees may elect to be paid out (rather than carry over) any unused days (up to a maximum of three days) at the end of an engagement (e.g., season) that they requested to take but were unable to take for business or operational reasons.

Article 17: Paid Sick and Safe Leave

1. Unit employees shall be entitled to up to six (6) paid sick days annually, accrued at the rate of one per month. Notwithstanding the above, employees may utilize up to two (2) days of sick leave after one week of employment and up to three (3) days of sick leave (in total) after two weeks of employment (i.e., borrow against future accruals).
2. Sick leave may be used for mental or physical illness of the unit employee or of 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; or need for medical diagnosis or preventive care.

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.

- a. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program;
- b. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee’s family members;
- c. 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;
- d. To file a complaint or domestic incident report with law enforcement;
- e. To meet with a district attorney’s office;
- f. To enroll children in a new school;
- g. 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.
- h. 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 18: Bereavement Leave

Bargaining unit employees shall receive at least three (3) days paid time off to be used at the discretion of the unit employee within six weeks of the event of the death of a spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother-in-law, son-in-law, grandparents, aunt, uncle, daughter-in-law, sibling, stepsibling, or an adult who stood in loco parentis to the employee during childhood. Employees may request to utilize accrued, unused paid leave to extend a period of bereavement leave, which request will not be unreasonably denied.

Article 19: Parental Leave

1. Family Leave

- a. Employees employed in New York shall be entitled to the leave pursuant to eligibility provisions of the New York State Paid Family Leave Law. Employees working outside of New York shall be entitled to the leave outlined in FMLA except that employees who have worked 1250 hours or 12 months without a break of more than 90 days shall be eligible for up to 12 weeks of unpaid leave in addition to the paid leave in section B.

- b. In addition, employees are entitled to three weeks of paid leave upon the birth or adoption of a child.
- c. Employees may, but are not required to use vacation or sick time before receiving Paid Family Leave benefit.
- d. 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 20: Retirement

Unit employees shall be eligible to participate in the company's retirement plan from the first day of their date of hire.

Article 21: Kit Fee, Expenses and Equipment

The Company shall provide or reimburse employees for any necessary equipment, subscriptions, resources, software or services, provided that the expenses are approved in advance by the Company.

Article 22: Travel / Late Night Work

- 1. If Company requires a unit employee to stay overnight on location, the unit employee will be reimbursed all reasonable expenses. Expenses of greater than \$80 per day must be pre-approved by management. Meal breaks will be provided as required by law; on shoot days, lunch will be provided on set where possible and practicable.
- 2. If any unit employee's service on a given work day concludes between the hours of 10pm and 5:00am, the employee shall be permitted to use the company card to pay, or be reimbursed at the company's choice, for a taxi/car service home up to a maximum of \$75.
- 3. Unit employees who are required to work in the office or on set past 8p.m. shall be reimbursed up to \$25 for food upon timely submission of receipts and supervisor approval.

Article 23: Changes to Schedules and Dark Weeks

- 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 ten (10) days' notice of any dark week.
- 3. If the Company provides at least ten days' notice of a dark week, no payments shall be owed to employees during such dark week. If the Company provides less than ten days' notice of any dark week, impacted employees will be paid the following rates of pay based on the amount of notice provided:
 - a. 7-10 days' notice: 25% of employee's rate
 - b. 4-6 days' notice: 45% of employee rate
 - c. 1-3 days' notice: 80% of rate.

4. Notwithstanding the above, the Company shall not be obligated to make the payments set forth in Section B in the event that the dark week(s) is occasioned by unforeseeable circumstances outside of the Company's control (i.e., pandemic; severe weather event; talent, participant or other illness, death or unavailability; network or platform cancellation of series).

Article 24: Transparency and Staffing on Multiple Productions

1. For renewals on shows, the Company shall accept feedback from the bargaining unit before negotiations with the streamer or network. Upon request, the Company shall provide relevant show ratings to unit employees.
2. If an employee is asked to work on more than one show, the Company will outline the salary, job descriptions and work effort breakdown and expectations for the different shows to demonstrate that the employee is not expected to work greater than the anticipated number of weekly hours.

Article 25: Workplace Transparency

1. The Company shall provide employees with a project-specific organizational chart of the reporting structure in writing at the beginning of each project or in the event of management changes. The information provided shall indicate company executives, supervisors and staff related to the production on which the employee has been engaged.
2. In addition, the Employer shall inform employees in writing 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 26: Health and Safety

1. The Company agrees to provide employees with safe physical working conditions in office and on set.
2. The Company shall maintain a policy for reporting and investigating injuries, illness or other accidents that occur because of work activities.
3. An employee shall continue to have the right to refuse to perform work that is unsafe.
4. The company shall follow all CDC and/or applicable state and local COVID guidelines, which shall be consistently enforced in the office and on shoots. The Union shall have the ability to provide feedback on COVID and other health policies, and the company shall agree to meet and discuss with the Union about these policies when requested.

Article 27: 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, criminal record, DACA status, marital and/or parental status, sexual orientation, religion, gender identity, gender expression, veteran status, pregnancy, childbirth, genetic characteristics, union activity, or any other factor protected by applicable law, and each within the meaning of applicable law.

2. The Company will make a reasonable best efforts to advertise open unit positions for which it has not identified a preferred existing or former bargaining unit employee widely, in particular in places with high exposure to underrepresented groups, to attract a diverse candidate pool. The parties may discuss open positions and job postings, including where to effectively recruit individuals from such underrepresented groups, in labor management committee meetings, during which employees may make recommendations to management. The Company will make good faith efforts to consider these recommendations.
3. The Company will track the self-identification of race/ethnicity of new hires, including freelancers, based on EEOC guidelines, and allow employees to self-identify their gender and sexual orientation. The Company shall report such self-identification on the bimonthly unit reports to the Union.
4. When the Company seeks candidates for a vacant bargaining unit position for which no existing or former unit employee candidate has been identified (a) the position will be posted for a minimum of seven (7) days, and (b) the Company will make best efforts to interview at least one (1) candidate, with the goal of at least two, from traditionally underrepresented groups prior to making a hiring decision.
5. The Company shall continue to maintain procedures for employees to request a disability-related accommodations and the Company shall make best efforts to accommodate such requests whenever reasonable. All employees will receive a copy of these procedures upon hire.
6. For the purposes of recruiting traditionally under-represented 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, as well as providing a pool of employees to recruit from.

Article 28: 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 Union at least 30 days' notice of intent to use any new GAI tool that could result in the elimination of an existing unit employee or role. At the Guild's request, the parties shall meet and discuss such changes. Management will make good faith efforts to respond to questions raised and will give good faith consideration to concerns raised by the union.

Article 29: Anti-Harassment

1. The Company will continue to provide its employees with a safe and respectful work environment. Should an employee believe that they are being placed in an unsafe, unhealthy work environment that does not meet Company expectations or policy, the employee should immediately escalate the concerns to their supervisor or HR, or any other channels provided to employees to report such concerns.

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 trained in the relevant laws, 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 New York State law. Management shall provide such annual mandatory anti-harassment training at a designated time within each employee's shift.
5. In the event an employee brings a discrimination or 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 changes to anti-harassment policies.
9. The Company 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 30: Non-Exclusivity

Management shall not prohibit unit employees from pursuing other work during the time they are employed at the Company, provided that such work does not create a conflict of interest and provided it does not in any way interfere with or delay the work being performed for the Company, which shall be done on a first priority basis. Employees shall inform management of any such work that could lead to a conflict of interest (i.e. working for a direct competitor of the Company and/or making same or similar content). If the Company believes there to be a conflict of interest, it may prohibit the employee from performing such work while employed by the Company. In such case, at the Guild's request, the parties shall promptly discuss the Company's concerns and conclusions. For the sake of clarity, required work on Company projects should take precedence over work on an outside project, even if outside "regular working hours" or on weekends.

Article 31: Career Development and Staffing

1. Bargaining unit employees shall be afforded the opportunity to apply for all open positions within the organization and management shall post all such positions when they become available in a forum that all bargaining unit employees have access to. At the end of projects, management shall advise bargaining unit employees of open positions on other projects and afford them the opportunity to apply for them.
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 or when a project wraps to discuss the employee's career opportunities.
3. Each employee is entitled to meet with their supervisor at least every six months for the purposes of discussing 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 or request 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 create a program to pair 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, 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 project or series.
10. Management shall afford all unit employees the opportunity to pitch projects to the appropriate, relevant employee within the company.
11. The Company may employ or engage individuals, including through a staffing agency, outside the New York Metropolitan area to perform unit work (e.g., a Field PA or AP hired locally to work during production) on a limited basis (i.e., for 30 days or less). Such employees shall not be covered by this Agreement.

Article 32: Remote Work

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 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 demonstrated

ability of employees currently working remotely to effectively complete their job responsibilities, the schedule proposed (i.e., number of days in the office), and other business considerations 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). If an employee's request for a remote work arrangement is denied, management shall provide an explanation of why the employee's duties have been determined to be unsuitable for remote work.

Article 33: Credits

Management shall make best efforts to ensure that employees receive appropriate screen credits for each episode or feature.

Article 34: Editorial Standards

1. The Company will make a good faith attempt to accommodate requests from bargaining unit members that do not wish to work on content for which advertisers or sponsors have approval over content in the published work.

Article 35: Individual Employment Agreements

1. 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.

2. 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.

3. All future discipline provisions shall comply with the Discipline Article of this Collective Bargaining Agreement.

4. All mandatory arbitration provisions shall be deleted in their entirety.

5. 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 36: Separability

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 37: Successor

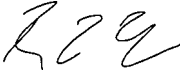
In the event that the Company is sold in the form of an equity transaction, then the Company and the Union shall continue to adhere to the terms of this Agreement upon the closure of such sale. In the event that the Company sells any of its assets in the form of an asset transaction, the Company will provide notice of such transaction to the Guild prior to or simultaneous with any public announcement of the sale.

Article 38: Term of Agreement

This Agreement shall be effective from November 7, 2024 through November 6, 2027.


SIGNED this 20th day of November 2024, at New York, New York.

McGEE MEDIA, LLC

By: 

Robert Yacyshyn

WRITERS GUILD OF AMERICA, EAST, INC.

By: 

Phil Andrews
Deputy Director for Non-Fiction
and Organizing