

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE WRITERS GUILD OF AMERICA EAST AND
CROOKED MEDIA**

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

Article 1. Recognition & Scope

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 in the job titles listed below and those performing the same or similar work, excluding all other employees, managers, interns, confidential employees, guards and supervisors as defined in the National Labor Relations Act:

Associate Editor
Associate (social media)
Associate Producer
Associate Video Producer
Associate Podcast Producer
Audience Development Analyst
Audio Engineer
Audio Engineer & Sound Designer
Audio Engineer/Composer
Campaigns Associate
Community Manager
Coordinator (campaign, marketing, politics)
Designer
Design Ops Manager
Editor (video, social video, news)
Graphic Designer
Host/Contributor (inclusive of non-founding host iterations)
Managing Video Producer
Marketing Manager
Podcast Producer
Senior Associate
Senior Audio Engineer
Senior Coordinator (marketing)
Senior Designer
Senior Manager (marketing, ad ops, social strategy)
Social Media Manager
Social Media Producer
Senior Podcast Producer
Senior Social Content Producer
Senior Staff Writer
Senior Video Producer

Staff Writer (inclusive of News Editor, Correspondent)
Strategy & Outreach Manager
Political Partnerships Manager
Technician (studio)
Video Optimization Specialist
Video Producer
Volunteer Mobilization Manager

Article 2. Union Security & Dues Check-Off

1. Union Security

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

2. Dues Checkoff

The Company agrees that upon thirty (30) days’ notice thereafter from the Guild, it shall deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each

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

WRITERS GUILD OF AMERICA

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

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

WITNESS: _____ SIGNATURE: _____ DATE: _____

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

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

Article 3. Job Postings/New Hires/Information to the Union

1. When the Company is seeking applicants for open positions, bargaining unit employees will be notified of the job posting when the job is posted. Posted open positions shall remain open to applications by internal candidates for at least two (2) weeks from when the job was posted.
2. During the onboarding process, a job description shall be supplied by the Company to every newly hired bargaining-unit employee.
3. The Company will notify the Union of any newly created bargaining unit job titles.

4. Within five (5) days of a new hire's date of employment, the Company shall permit Union representatives to meet with new employees to review the terms of the collective bargaining agreement.
5. Bargaining unit job postings will include:
 - i. The statement: "This is a position covered under the Writers Guild of America, East, Collective Bargaining Agreement."
 - ii. A reasonably precise salary range for the position
 - iii. A notice of nondiscrimination
6. At least once a quarter, the Company shall supply the Union with a list containing the following information for each bargaining unit employee:
 - (a) name, home address, gender (if self-identified by employee), race (if self-identified by employee), date of birth;
 - (b) contact info including work email, personal email, cell phone, and home address
 - (c) hire date;
 - (d) job title;
 - (e) salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
 - (f) salary changes by reason thereof, and effective date;
 - (g) resignations, retirements, deaths;
 - (h) and other revisions in data from the prior quarter. The Company shall note the revisions.

Article 4. Management Rights

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

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Employer's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Employer content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Employer operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Employer, to establish and change work schedules and assignments for legitimate business reasons, 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

Employer may determine to be necessary for the orderly or economical Employer operation. The Company shall have the right to subcontract bargaining unit work to third parties for legitimate business reasons provided that such subcontracting is not done with the purpose of replacing a bargaining unit employee or employees with a subcontractor with substantially similar scope and responsibilities.

Notwithstanding the foregoing, in the event there is a material change to someone's regular and ongoing work schedule (e.g., they are required to work on a weekend, there is a substantial change to their start and end times on a daily basis), the Company shall provide two weeks' notice of the change, and prior to the stated date of the change, meet and discuss the change with the employee and, at their request, a Union representative, and whether there are any alternatives. The Company shall advise the employee of their right to a Union representative under this provision. Should the employee remain uninterested in the change, they may elect to take severance in lieu of accepting the change.

Article 5. Non-Discrimination & Anti-Harassment

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

Non-Discrimination

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

The Company and the Union agree that their mutual intent is to provide a workplace that is inclusive of people of any family status, socioeconomic status, immigration status, housing status.

2. When a bargaining unit employee requests an accommodation for a disability, the Company shall continue to engage in an interactive process to determine whether an appropriate accommodation may be offered.
 - a. Examples of accommodations that may be considered reasonable and appropriate in individual particular circumstances could include but are not limited to:
 - i. Workstation modification
 - ii. Adaptations of work schedules and adjustments to travel/transportation
 - iii. Screen readers

- iv. Closed captioning
 - v. Live transcription for meetings and streaming events
 - vi. Accessibility settings for apps and software
 - vii. Work From Home arrangements
- b. If a bargaining unit employees' request for a disability accommodation is not resolved after fifteen (15) business days (or less, depending on the severity of the situation or time sensitivity), the employee may have a Union representative attend meetings or seek additional information.
3. The Company shall continue its practice of working with employees to provide:
- a. Reasonable work schedule changes for religious observances and holidays.
 - b. Reasonable family status accommodations for responsibilities such as childcare
4. Lactating employees will be provided reasonable break time each day to express milk. Within the Company's office space, the Company will make available a room or private area other than a toilet stall for lactating employees to express milk in private. This room must be within reasonable proximity to the employee's work area. The Company does not tolerate discrimination against any employee for exercising their rights under this policy.

Anti-Harassment

1. The Company shall continue to enforce its anti-harassment policy, ensure that the policy is available to all employees, and provide training on the policy in accordance with state and local requirements. The Company shall ensure that any policy includes clear reporting procedures.
2. The Labor Management Committee can raise concerns over the anti-harassment policy.

Employee Harassment and Discrimination Complaints

1. A bargaining unit employee who commences a claim under the Company's anti-harassment or non-discrimination policy may bring a non-witness Shop Steward or Union-employed representative with them to meet with the Company to initiate the claim. Should the employee bring a Shop Steward to the initial meeting, there shall be no fact finding conducted at that initial meeting beyond the Employee reporting to the Company the specific nature of the claim, unless the Employee chooses to continue the meeting without the presence of the Shop Steward. Individual representatives that attend meetings will do so in a supportive role, and as a non-participatory witness. Any Shop Steward or Union-employed representative who accompanies an Employee initiating a claim, or any Union representative who participates subsequent to the initial meeting, may not be involved in any way in representing an Employee against whom a complaint has been made.
2. Should a bargaining-unit employee initiate a claim of harassment or discrimination, the Company shall:
 - a. Conduct a prompt, thorough, and impartial investigation.

- b. Keep the existence and the nature of the complaint, as well as the identity of any complainant, witness, or accused confidential. Such information will be disclosed only to the extent and to the parties necessary for the investigation to be conducted.
 - c. Neither engage in nor tolerate any form of retaliation.
 - d. Inform the employee in writing of the outcome of the investigation at its conclusion, but no later than thirty (30) days, which may be extended by up to thirty (30) days upon notice to the individual and the Union, after the employee makes the complaint. The employee shall not publicly share the written outcome that is provided to them.
3. Grievances alleging a violation of the anti-harassment or non-discrimination policies shall be subject to statutory time limitations.
4. The Company shall not include in any settlement agreement of unlawful harassment or discrimination any non-disclosure agreement (NDA) that would prevent the disclosure of the circumstances surrounding the claim or allegation by the complainant. The Company may continue to condition any settlement agreement or other resolution of a claim on conditions that prohibit disclosure of the terms of the settlement, including the financial settlement reached, or other such prohibitions on disclosures such as trade secrets, confidential information, or any other items agreed upon by the parties that do not conflict with the requirements of this provision.
5. 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 7 Grievance & Arbitration or in a court of competent jurisdiction, but they shall not pursue both. If the employee selects 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.

6. Nothing in this provision shall be interpreted as limiting an Employee's right to file a claim pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination act or similar claims with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable laws.

Article 6. Discipline & Discharge

1. **Probationary Period.** All bargaining unit employees shall be subject to a six (6) month probationary period, during which the Employer has the sole discretion to terminate employment. If applicable, the Company will provide a bargaining unit employee and the Union with written notification of any known performance issues that may impact their successful completion of the probationary period by the end of the third month. Nothing in this Section shall limit the Company's right to discipline or discharge an employee for any reason during their probationary period. If the Company fails to provide the requisite notice to the Employee or Union prior to termination for a termination related to performance issues during the probationary period, the Company will provide the Employee with a minimum of four (4) weeks of severance pay and one (1) month of COBRA upon execution of a standard Company separation agreement and release. Nothing in this section prevents the Company from offering or agreeing to provide a greater severance package.
2. The Employer shall have the right to discipline, demote, suspend, or discharge bargaining unit employees for just cause, which shall include but is specifically not limited to:
 - a. misconduct or other failure to perform your duties;
 - b. poor work quality and poor work performance;
 - c. insubordination;
 - d. failure to comply with the Employer's policies or the standards of this Agreement

Where appropriate, discipline should be progressive in nature and may include counseling elements such as training recommendations, written corrective-action plans, mentoring, accommodation, or rehabilitation.

3. Bargaining unit employees may be terminated immediately for gross misconduct. Examples of gross misconduct may include but are not limited to violence, harassment, and fraud. If the Union chooses to arbitrate a termination for gross misconduct, the only questions for the arbitrator will be whether the alleged misconduct occurred and whether the alleged misconduct rises to the level of gross misconduct. If an arbitrator determines that the misconduct occurred but did not rise to the level of gross misconduct, it shall be in their full authority to order an alternative disciplinary measure.
3. The Employer shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Employer's sole judgment, the bargaining unit employee's work product does not meet the Employer's subjective standards for editorial or creative content, editorial or creative quality, or editorial or creative judgment, provided the bargaining unit employee has received prior written notice of the issue and has been given at least six (6) weeks to improve. Alternatively, the employee can choose to take six (6) weeks' pay and COBRA coverage in lieu of this opportunity to improve. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial or creative reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial or creative judgment of the Employer's and must uphold the discharge or other disciplinary action. This notice pay shall be in addition to severance pay. In the event the Employer intends to utilize this provision, it shall notify the Union and the bargaining unit employee at the beginning of the

six (6) week period that the potential discharge is under this Article 6, Section 3 and not under any other provision of this Agreement.

4. As required by law, bargaining unit employees shall have the right to Union representation at all investigatory meetings that may lead to discipline. The Company shall make reasonable efforts to notify the Union in advance of any investigatory meetings that may lead to discipline.
5. The Company will provide the employee with copies of any written disciplinary action within three (3) business days of its being issued. The employee shall have the opportunity to respond in writing and have that response placed in their Human Resources file.

Article 7. Grievance & Arbitration

1. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a “grievance” or “grievances”) between the parties hereto arising during the term of this Agreement with respect to this Agreement will be adjusted as set forth below.
 - a. Step I: All grievances shall be presented by the grieving party in writing within sixty (60) calendar days of the facts giving rise to the grievance, or on the date on which the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of receipt of the written grievance to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a written decision to the Union. If the Company fails to respond in writing, the Union shall notify the Company of the failure to respond. Thereafter, the Company shall have ten (10) business days in which to deliver its written decision. Should the Company fail thereafter to deliver a timely written decision, the grievance shall be upheld, on a non-precedential basis, in favor of the Union.
 - b. Step 2: If a grievance is not satisfactorily resolved at Step I, the grieving party may, within forty-five (45) days following the grievance meeting, submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association or by mutual agreement between the Company and the Union. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision.
2. The determination of the arbitrator shall be final and binding upon the Employer, the WGAE, and/or the represented bargaining unit employee(s).

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

Article 8. Outside Work

Bargaining unit employees may perform freelance/outside employment that is wholly unrelated to their work for the Company and does not interfere with the bargaining-unit employee's performance of their job, create a conflict of interest for the employee or the Company, or is not meaningfully incongruous with the Company's mission.

Bargaining unit employees may continue to request to perform freelance/outside employment that is related to their work for the Company. Such outside activity requests shall be granted so long as they do not interfere with the bargaining-unit employee's performance of their job, are not competitive with the work of the Company, create a conflict of interest for the employee or the Company, or negatively reflect on the public image of the Company. For the purposes of clarity, such requests that meet one or more of the above criteria may still be granted on a non-precedential, case by case basis. If a request is denied, an explanation of the denial shall be provided to the employee in writing.

Article 9. Remote Work

1. The Company shall maintain a remote work policy. That policy for current bargaining unit employees requires employees to work from a Company location three (3) days per work week, and on additional days as needed for specific reasons (e.g. an important team meeting, an in person recording session, an in-person all hands, etc.). The Company shall not increase the number of days required absent specific business, show, or operational reasons without providing at least thirty (30) days' notice. The Company may condition any offer of employment, or any promotion to a role that previously required more than three (3) days per week in office, on a requirement to report to a Company location in excess of three (3) days per work week.
2. Notwithstanding Paragraph 1, any employee may, on an occasional non-recurring basis, request to work remotely for a period of up to three weeks or otherwise consistent with current practice. Such request may be granted at the discretion of their manager, with such approval not to be unreasonably withheld, and consistent with legal obligations.

3. Nothing in this Agreement prevents the Company from agreeing on a non-precedential, non-citable basis to another, more generous remote work arrangement on an individual basis (e.g. fewer days in office, full time remote, etc.).

Article 10. Labor Management Committee

The parties shall establish a Labor-Management Committee comprised of twelve (12) percent of the bargaining unit (up to a maximum of ten (10)) and three (3) individuals selected by the Company, one of whom shall be a Vice President or more senior. The Committee shall meet within sixty (60) days of ratification and quarterly thereafter. In an emergency, the Committee may meet before the quarterly meeting. The Committee may make recommendations to the Company regarding changes to policies or practices, modifications to the Agreement, or to enter into any other agreement, but it shall be in the Company's sole discretion as to whether to agree. If the Company chooses not to implement a new policy, practice, or modification to the Agreement that has been mutually agreed to by both parties of the Labor Management Committee, the Company will notify the staff in writing and provide a reason for declining to implement.

Article 11. Offer Letters, Individual Agreements, Minimum Terms

1. Minimum Terms
 - a. The Company, in its sole discretion, may offer bargaining-unit employees terms and conditions of employment above those contained in this Agreement. The Company's decision as to whether to provide terms and conditions above those contained in this Agreement shall not be subject to the grievance and arbitration provisions of this Agreement.
2. The following modifications shall be deemed to be made to the individual employment agreements, current or future, of bargaining unit employees:
 - a. All at-will employment provisions shall be deleted in their entirety.
 - b. All post-employment non-compete obligations shall be deleted in their entirety.
 - c. All mandatory arbitration provisions shall be deleted in their entirety.
 - d. Each individual employment agreement shall be amended to include the following provision: "Nothing in this agreement prohibits bargaining unit employees from discussing terms and conditions of employment and/or engaging in concerted activity protected by law."
3. The Company shall not include in any settlement agreement, separation agreement, or other written resolution of any claim or allegation of unlawful harassment or discrimination with a bargaining unit employee, any term or condition (non-disclosure agreement) that would prevent the disclosure of the circumstances surrounding the claim or allegation by the complainant. The Company may continue to condition any settlement, agreement or other resolution of a claim on conditions that prohibit disclosure of the terms of the settlement, including the financial settlement reached, or other such prohibitions on disclosures such as

trade secrets, confidential information, or any other items agreed upon by the parties that do not conflict with the requirements of this provision.

4. Bargaining unit employees shall not be required to sign non-disparagement agreements that restrict their Section 7 rights under the NLRA.

Article 12. Legal Defense

If a bargaining unit employee is sued or charged under any 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 defend and provide legal counsel for the employee for the duration of the suit at the Company's expense, and, with input from the affected employee, the selected counsel shall take strategic direction from the Company. Final selection of such counsel will be at the discretion of the Company, with input from the affected employee. The Company and the involved employee shall 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 any fraudulent or criminal act or omission, or any intentional or knowing violation of the law or policies.

Article 13. Active Observation

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

Article 14. Health & Safety

1. The Company shall continue to abide by all applicable federal, state and local regulations and advisories (such advisories may include but would not be limited to COVID protocols, smoke advisories, shelter in place orders, etc.) regarding health and safety in its workplace, including any duty of care required thereby.

2. The Company shall continue to maintain and enforce its anti-harassment policy. The Company and Union agree that it is their mutual intention to maintain a workplace where conduct that could reasonably be considered to threaten, intimidate, or coerce another person will not be tolerated. Company resources may not be used to threaten, stalk, or harass anyone at the workplace or during work-related activities.
3. The Company shall maintain a work environment in which “Workplace Violence” is not tolerated. "Workplace violence" includes, but is not limited to, all threats or acts of physical violence occurring:
 - a. On Company premises, regardless of the relationship between Company personnel and the parties involved; and/or
 - b. Off Company premises at any work-related setting, such as work-related and/or Company-sponsored social events.
4. The Company shall continue to maintain a system for reporting and investigating injuries, illness, or other accidents that occur because of work activities.
5. Should the Company become aware of any increased health and safety risk that arises while an employee is working from home (e.g. increased risk of domestic violence, changed family demands at the household level, increased psychosocial hazards, etc.), the Company shall grant any reasonable accommodation requested by the employee.
6. If a bargaining unit employee reasonably believes an assignment is objectively placing them in danger, the employee should immediately escalate their concerns to their supervisor or HR, or any other channels provided to employees to report such concerns. All such concerns raised with the Company will be discussed with the employee by the Company as soon as possible but not later than twenty-four (24) hours. Until the issue has been discussed, the employee will not be obligated to go to such location. If an employee is unable to reach their supervisor or HR, and the employee is at imminent risk of harm, the employee may remove themselves from the situation or environment until they are able to discuss the situation with their supervisor or HR. In all circumstances, employees shall follow, and the Company shall enforce the safety and security protocols as provided by the Company.
7. In the event that a bargaining unit employee is unable to perform their job because (1) either (a) normal travel facilities are unavailable or inoperative and no practicable alternative is available or (b) natural phenomena, or hazardous conditions created by human acts, including by way of example but not limited to, storm, flood, fire, earthquake, explosion, blizzard, civil disturbance or military operation (collectively, “Hazardous Circumstances”), and (2) there is no other reasonable way for the employee to perform all or part of their role, then in such circumstances, employees’ salaries shall be kept whole.
8. COVID Policy
 - a. The Company shall maintain and enforce a consistent policy on COVID-19 that addresses testing protocols, exposure notifications and tour safety measures.

Article 15. Diversity & Equity

The Parties share a commitment to diversity, equity, and inclusion with regard to both staff and coverage, at every level of employment within the Company. The Company shall make strong and sustained efforts to promote diversity, committing resources to recruitment, mentorship, and training.

1. Information and Data

The Company shall provide updates twice per calendar year to all bargaining unit employees regarding ongoing and newly launched initiatives to diversify the workforce (e.g. new partnerships with HBCUs for recruitment, involvement in journalist associations like NABJ, speaker series, workshops).

Within ninety (90) days of ratification of this agreement, the Company will conduct and share with the Union a report of voluntarily self-reported staff demographics including but not limited to race, ethnicity, sexual orientation, gender identity, and age.

Annually or upon the Union's reasonable request, the Company shall provide demographic reports to the Union based on the Company's Human Resources records, with relevant self-reported demographic statistics (e.g. race, ethnicity, sexual orientation, gender identity, and age). The report shall describe any specific activities being undertaken to target recruiting applicants from historically marginalized groups. Additionally, the Company shall provide to the Union a list of bargaining unit employees containing the same demographic information, as well as salary information and job title, for each employee.

2. Open Job Positions

The Company shall continue to circulate postings and recruit candidates for posted bargaining unit roles from groups that have been historically marginalized within the media industry. Such sustained effort shall include consistent and ongoing efforts to build relationships with outside institutions and potential candidates, even when the Company is not actively hiring for an open role.

When the Company seeks candidates for a vacant bargaining-unit position for which it is seeking applicants, and in accordance and subject to applicable law, 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 recruiting process after the initial applicant screening stage, that is comprised of at least 50% of candidates who self-identify as from groups traditionally underrepresented in media (e.g. BIPOC, people with disabilities, people identifying as LGBTQ+).

Upon the Union's reasonable request, the Company shall provide a report of open bargaining unit jobs, places the Company has recruited for such jobs, and the demographic breakdown of aggregate applicant pools for such jobs over a meaningful period of time (i.e. there have been a sufficient number of open roles to appropriately require the sharing of this information).

The Company shall establish a practice of collecting voluntary demographic information from applicants, and shall encourage applicants to self-report.

The Company shall continue its practice of strategically posting open bargaining unit positions to job boards that target applicants from groups underrepresented at Crooked Media (e.g., the National Association of Black Journalists (NABJ), the National Association of Hispanic Journalists (NAHJ), the Asian American Journalists Association (AAJA), BIPOC podcast creators, TransWork).

The Company shall continue to strategically recruit at job fairs and journalism conferences that are designed to help Employers recruit diverse candidates for open positions.

3. Gender Anti-Discrimination

The Company shall continue its practice of providing a safe outlet for every employee—not just for queer, gender-neutral, gender-nonconforming, non-binary, and gender-variant people—to communicate their pronouns. In accordance with Company policy, and as permitted by law and applicable regulations, the Company shall, upon an employee's request, change all existing employee records so that all such records use the names and/or pronouns with which the employee identifies. The Company shall then maintain said employee's pronouns on all reports thereafter. The Company shall also update any outward facing employee information (e.g. on the Company website) and any photographs, including identification badges, upon an employee's request to make such a change for reasons relating to gender identity.

All lavatories at The Company's facilities are currently and shall remain gender neutral. The Company shall provide the Union with reasonable advance notice when it changes facilities where bargaining unit employees are located and shall provide sufficient gender-neutral lavatories at any new office facilities.

4. Retention

The Labor Management Committee shall discuss concerns over retention and attrition of bargaining unit employees, and the Company shall meaningfully consider any recommendations from the Labor Management Committee. Upon request, the Union shall be entitled to receive non-privileged, non-confidential information relevant to retention initiatives implemented by the Company which are focused on the bargaining unit, and generally any metrics that have been set by the Company to determine the success of these initiatives and whether the metrics have been met.

As needed, the Labor-Management Committee shall discuss any unusually high attrition of bargaining unit employees who are from underrepresented backgrounds at the Company. The Union-appointed representatives may bring forth any information the Union has as the basis for such attrition, and the Company-appointed representatives shall share non-confidential information it may have related to such attrition. The parties will discuss in good faith such information and any ideas aimed at addressing the basis for such attrition.

Article 16. Career Development

1. Each bargaining unit employee who applies for a posted open position and meets the minimum qualifications for the role shall receive an interview for the role.
 - a. Each bargaining unit employee in Grades 3 and 4 shall have a twice-annual career development conversation with their direct manager. Once per year, bargaining unit employees whose direct manager is in the unit may request a career development conversation with their direct manager's out-of-unit manager.
2. Employment Records: Upon request, an employee is entitled to review their personnel file.
3. If a bargaining unit employee wishes to discuss their career growth and trajectory (including but not limited to feedback and guidance on their performance) outside the regular performance review cycle, then no more than twice in a rolling twelve (12) month period, they shall be afforded the opportunity to meet with their supervisor upon the employee's request. The employee shall receive a written summary of that meeting from their supervisor within ten (10) business days of the meeting. If the employee is dissatisfied with the meeting, they may elevate their concern to someone more senior with the Company.
4. Reviews:
 - a. Each bargaining unit employee shall meet with their supervisor at least once per year, for the purposes of receiving a review of how they have performed during the prior year. During the review, employees may inquire about opportunities for advancement and ways they can improve their skill sets. During the Company review process, the Company will continue to provide a 360 component for bargaining unit employees to review their direct supervisor.
 - b. A record of the review shall be provided to the employee within thirty (30) days.
 - c. Evaluations conducted under this section shall not be used by the Company to discipline any employee, unless the Company makes clear the review or a portion thereof is disciplinary in nature.
5. Within three (3) months of the ratification of this Agreement, the Company shall make available an anonymous reporting hotline.
6. Bargaining unit employees may request to meet with HR or their manager's manager to provide feedback on their supervisor, and such request shall be granted. The Company shall inform the employee of the Company's response to the feedback.
7. If an existing bargaining unit employee formally requests a promotion during the Company's formal promotion cycle or applies for a posted position, and is not offered the role or promotion, they may request feedback on the denial (including but not limited to the rationale, and/or the skills or experience they should focus on, if any). The feedback shall be provided in writing within thirty (30) days of the request by their supervisor, the hiring

manager, or a designated Company representative. The Company will communicate to bargaining unit employees any deadline for promotion requests ahead of the formal cycle.

8. The Company will include within a bargaining unit employee's personnel file any formal promotion requests — utilizing a process to be made available by the Company — made by that employee, and whether the promotion has been granted or denied.
9. The Company shall not discriminate against bargaining unit employees who apply for open positions at the Company.
10. 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. 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.
11. Any salary increase not required by this agreement shall be communicated to the affected employee in writing by Human Resources. The Company will continue to maintain an HRIS system whereby employees can review their compensation and benefits package. Upon request, but not more than once per year unless there's been a change in the compensation or benefits structure, someone from Human Resources or another designated Company representative will meet with a bargaining unit employee to review their compensation and benefits package.
12. The Company shall continue to maintain written job descriptions for all bargaining-unit positions. The Company shall make reasonable efforts to have a version of the job description that exists for each bargaining unit job within the Company available in a central place accessible to bargaining unit employees. Notwithstanding the foregoing, upon their request, each bargaining unit employee shall have access to their own job description, as well as a version of the job description that details the baseline roles and responsibilities for the in-unit position, if any, that is immediately more senior than theirs.
13. The Company shall, once per year, offer a training session to all employees that focuses on supervisory or managerial skills, and shall require supervisors of bargaining unit employees to attend at least one such training each calendar year. Nothing in this provision shall entitle, in any way or manner, the Union or employees to information on the contents of such training, the decisions around such training, to have input into such training, or in any way have any rights regarding such manager training.

Article 17. Workplace Transparency

1. Organizational Chart
 - a. The Company shall continue to maintain an organizational chart as part of its HRIS that is easily available to all employees, and reflects changes in staffing or structure.

2. Hiring

- a. For both internal and external candidates, edit tests and other involved production work requested during the interview process shall not be utilized by the Company other than for assessing the candidate. Bargaining unit employees who apply for a new role shall not be asked to perform edit tests or other involved production work beyond what is reasonably necessary in the Company's estimation to evaluate the candidate for the role.
- b. The Company shall maintain an onboarding process for new hires, which shall include but may not be limited to a new-hire orientation, training on internal systems, tools and softwares, a list of Company- provided supplies and equipment, and a regular and frequent check-in schedule with their manager for at least the first three (3) months of employment.

3. Pitching & Editorial

a. Employee Access:

- i. The Company shall continue to maintain a process by which bargaining unit employees may pitch show ideas.
- ii. When the Company is engaged in a process whereby it is seeking to launch new shows, bargaining unit employees shall be notified and have a meaningful opportunity to pitch show ideas as part of the process. The Company shall make reasonable efforts to provide a clear process.
- iii. If the Company decides to proceed with a bargaining unit employee pitch, it shall notify the employee and give good faith considerations to assigning that employee to the production of the pitched program.
- iv. When the Company involves bargaining unit employees in the development of a new show, the bargaining unit employee(s) will be provided an explanation of the anticipated development process for that show, which might include but is not limited to deadlines, points of contact, feedback processes, etc.
- v. Greenlighting: The Company will announce to bargaining unit employees projects that are greenlit for pilot and greenlit for production.

b. Production Budgets

- i. Upon bargaining unit employee request, and where such information is demonstrably necessary for the employee to perform their assigned duties as determined by the Company, the Company shall tell full-time bargaining unit employees how their individual show is tracking against their show budget (e.g. a percentage of total, initial budget remaining), how much money is available to them to carry out their assigned work (e.g. negotiating talent contracts), and/or listenership information. Employees acknowledge that such information is confidential. Such confidentiality shall be communicated to the employee who has made the request, and that the sharing of such information in any manner may be grounds for termination under this Agreement, subject to Article 6: Discipline and Discharge.

- c. Editorial Independence
 - i. The Company shall continue to make decisions on editorial content within produced content in accordance with industry standards and ethics.
- 4. Staffing & Assignments
 - a. Bargaining unit employees may discuss with their manager if they believe their workload is not manageable, and the manager will respond to the employee concern(s).
 - b. Employees shall receive at least two (2) weeks' notice if reasonably possible, or as much notice as possible where two (2) weeks is not reasonably possible, when the Company intends to cancel their show or otherwise substantially change their regular, day-to-day work assignment, show, or department. If such a change will significantly impact the employee's assigned production schedules, the Company will confer with the employee and seek their input on the best possible transition process.
 - c. The Company shall update bargaining unit employees in writing at least once per quarter on the content plans of the Company, unless there have been no changes in the prior quarter.

Article 18. Credits

The Company will maintain a credit policy that provides standard credits to bargaining unit employees, and the Union shall have input on such policy. At a minimum the credit policy shall ensure that:

1. The Company shall make good faith efforts to credit each bargaining unit employee who contributes to the production of a podcast for the Company with accurate audio production credits, and shall update metadata credits upon notice of issues. Employees may bring issues with their credit to their manager.
2. Each episode produced with a bargaining unit employee shall include as part of the audio credits an acknowledgment that the staff is unionized with the Writers Guild of America, East.
3. The Company will consider in good faith opportunities to credit staff for other external notoriety (e.g. awards, press hits, etc.)

Article 19. Compensation

1. Annual Increases
 - a. Effective upon ratification, every bargaining unit employee shall have their base salary as it exists at the time of ratification increased by 15%. The 15% shall be incorporated into salaries before the increases in (b) below are applied. Further, upon ratification, any employee employed of January 1, 2024 shall be paid a bonus equivalent to the pro rata share of the 15% salary for the period from

between January 1, 2024 through the date of ratification, and any employee employed at ratification but hired after January 1 2024 shall be paid a bonus equivalent to the pro rata share of the 15% of their salary for the period from their date of hire through the date of ratification.

- b. Effective on September 1, 2024, every bargaining unit employee employed shall have the first \$77,000 of their salary increased by 6%, and the next \$77,001-\$100,000 of their salary, increased by 3.5%. By way of clarity, any employee making \$80K after ratification would receive an increase to their base salary on September 1, 2024 of \$4,725; any employee making \$100K or more after ratification would receive an increase to their base salary on September 1, 2024 of \$5,425.
- c. Effective January 1, 2025 bargaining unit employees shall receive an increase of at least 1.75%.
- d. Effective January 1, 2026 bargaining unit employees shall receive an increase of at least 4%.
- e. Effective January 1, 2027 bargaining unit employees shall receive an increase of at least 3.75%.
- f. The following employees shall be excluded from the increases outlined above:

Employees on a personal services contract which either (a) requires an increase of at least the minimum amount outlined above in the 12 months prior to January 1, 2025, January 1, 2026, and January 1, 2027, or (b) has an annual salary that is more than 30% higher than the minimum for the position.

2. Minimum Rates of Pay – effective upon ratification

	Effective Upon Ratification
Grade 3*	\$80,000
Audience Development Analyst Community Manager Coordinator (campaign, marketing, politics) Associate (social media) Associate Video Producer Associate Podcast Producer	Effective 1/1/27, \$84,000
Grade 4	\$85,000
Associate Editor	Effective 1/1/27, \$89,000

Senior Coordinator (marketing) Senior Associate Technician (studio) Video Optimization Specialist	
Grade 5 Audio Engineer/Composer Manager (inclusive of all interactions) Designer Staff Writer (inclusive of News Editor, Correspondent) Editor (video, social video, news) Social Media Producer	\$90,000 Effective 1/1/27, \$94,000
Grade 6 Podcast Producer Senior Staff Writer Senior Designer Senior Audio Engineer Video Producer	\$100,000
Grade 7 Senior Video Producer Senior Social Content Producer	\$110,000
Grade 8 Host/Contributor (inclusive of non-founding host iterations) Senior Manager (marketing, ad ops, social strategy) Senior Podcast Producer	\$125,000

*Denotes salaried overtime eligibility

3. Promotion

- a. Any bargaining unit employee in Grades 3, and 4 who has received a satisfactory performance review shall be evaluated for a promotion on the promotion cycle following two (2) full years in the role. Nothing in this Agreement prevents the Company from evaluating these employees for promotion sooner.

4. Out of Title

- a. If a bargaining unit employee is assigned by the Employer for at least six (6) weeks to perform the substantial majority of a position that is at a higher

minimum salary than the minimum for their position, and (a) where the incumbent is on temporary approved leave for longer than six (6) weeks or (b) the position has been vacated, then the bargaining unit employee shall be paid a rate no less than the higher minimum, or if they are above the minimum, a meaningful bonus during the period they are assigned to perform the substantial majority of the role so long as they work the full six (6) week period. If the role is out-of-unit, the bargaining unit employee shall receive a meaningful bonus.

5. A bargaining unit employee who is promoted to another bargaining unit job shall receive at least a six percent (6%) increase to base pay or an increase to the minimum for the job they are promoted into, whichever is greater. If a bargaining unit employee makes more than 125% of the minimum for the job they are being promoted into, they shall instead receive a meaningful increase.

6. Bonuses

- a. Upon ratification, bargaining unit employees shall no longer be eligible for nor otherwise participate in the Company's annual bonus plan.
- b. Bargaining unit employees who receive commission-based compensation shall continue to be offered a commission plan that provides a target earning opportunity comparable to what existed prior to ratification.
- c. Nothing in the Agreement prevents an individual bargaining unit employee from receiving a bonus at the discretion of the Company.

7. Misc.

- a. No bargaining unit employee will have their salary reduced during the term of this agreement, except where they voluntarily accept a role with a lower minimum, or where they convert from full-time to part-time status.
- b. No bargaining unit employee shall be demoted as a result of this agreement.
- c. The parties understand that the Company may, in its sole discretion, grant salaries to employees greater than these salary minimums. The Company's decision as to whether it provides salaries in excess of the minimums in this Agreement and what specifically it provides that may be in excess of the minimums in this Agreement shall not be subject to the grievance and arbitration provisions of this Agreement.
- d. 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 minimum salary for the new position for a period not to exceed ten (10) calendar days from the date of notice to the union.

Article 20. Benefits

1. Medical, Dental, Prescription, Vision

- a. Bargaining unit employees shall continue to be eligible for the same Company-provided medical, dental, and vision benefits that are offered to non-bargaining unit employees, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time. Notwithstanding the foregoing, the Company will continue to contribute up to the following maximum dollar amounts of the monthly insurance premium for the Company sponsored employee only medical coverage chosen by each bargaining unit employee, and 50% of the amount in excess of such maximum employee-only coverage for the Company sponsored employee plus spouse, employee plus children, and employee plus family coverage (“employee plus plan”) chosen by each bargaining unit employee, up to a maximum Company contribution for an employee plus plans as listed below.

Plan Year	Company Paid Amount, Employee Only	Company Paid Amount, Employee Plus Plans
2024-2025	\$955	\$1,924
2025-2026	\$1,050.50	\$2,116.40
2026-2027	\$1,155.55	\$2,328.04

- b. For the applicable Plan Year, if an employee chooses a Company sponsored employee only plan that costs in excess of the amounts in the table above, the employee will pay any remaining premium in excess of the maximum amount in the table above.
- c. For the applicable Plan Year, if an employee chooses a Company sponsored employee plus plan that costs in excess of the amounts in the table above, the Company will pay 25% of any remaining premium in excess of the maximum amount in the table above, and the employee will pay the remaining 75%.

2. WPATH

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

3. Fertility Benefits
 - a. Within a year of ratification of this Agreement, the Company shall make commercially reasonable efforts to offer a fertility benefit outside of its medical benefits, and bargaining unit employees shall be offered the same benefit as non-bargaining unit employees and Company executives and on the same terms and conditions as non-bargaining unit employees and Company executives, which may change from time to time. If the Company is unable to find a plan that offers a fertility benefit, the Company shall provide information to the Union on its efforts to find such a plan, including the details and cost of any plans it has reviewed or considered.
4. Retirement
 - a. Bargaining unit employees shall continue to be eligible for the same Company-provided retirement benefits that are offered to non-bargaining unit employees, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time. The Company shall continue to match bargaining unit employee contributions to the 401(k) up to at least four (4) percent. If the Company enhances the 401(k) match, including for Company executives, the enhanced benefit will apply to bargaining unit employees on the same terms and conditions as all other employees.
5. Commuter
 - a. The Company shall continue to cover the cost of parking at its Los Angeles offices. If a bargaining unit employee declines a parking spot, they shall receive a \$75 per month reimbursement for commuting expenses.
 - b. Employees in offices outside Los Angeles (e.g. Washington DC) shall receive a \$75 per month reimbursement for commuting expenses. If such employees are offered the option for a parking spot, paragraph a shall apply.
6. Bargaining unit employees shall be eligible for a monthly communications stipend of \$55.
7. Tour Per Diem
 - a. The Company shall continue to maintain a per diem policy for bargaining unit employees who are assigned to work on tour. This policy shall not be materially diminished during the term of this Agreement.
8. Expenses
 - a. The Company shall continue to maintain a Travel & Expense policy. Expenses shall continue to be paid in a timely fashion.
9. Moving Stipend
 - a. The Company shall reimburse bargaining unit employees who are forced to relocate as a condition of continued employment with reasonable expenses (for example, transportation, movers/moving trucks, etc.) associated with such relocation up to \$5,000.

10. Unless it is part of their regular work schedule, when the Company requires a bargaining unit employee to be at an office or at a specific location past 7:00 PM the employee may expense a meal up to \$25. Unless it is part of their regular work schedule, if a bargaining unit employee is required by the Company to work at an office or specific location past 8:00 PM, and they do not receive parking benefits, then the Company will reimburse the reasonable costs of a taxi or its equivalent home.

11. Immigration Support.

- a. The Company will cover reasonable and customary fees and costs, including for application fees, biometric fees, and the cost 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 considerable weight 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.
- b. The Company agrees not to require bargaining unit employees to provide documentation concerning their immigration status except as required by law or as otherwise necessary to provide immigration support.

12. Other Benefits. Bargaining unit employees shall continue to be eligible for all other existing or newly-introduced Company benefits the Company, in its sole discretion, determines to offer, on the same terms and conditions as all other non-executive employees at Company, as may be changed from time to time, which at the time of ratification include the following:

- Health Spending Accounts
- Flexible Spending Accounts
- Life Insurance
- Short & Long Term Disability Insurance
- Group Legal
- Identity Theft Protection
- Pet Insurance
- Auto & Home Insurance
- Employee Assistance Program
- Gym Discounts

Article 21. Paid Time Off

1. Vacation

- a. Bargaining unit employees shall be subject to the Company’s vacation policy, subject to the below requirements.
- b. Effective January 1, 2025, all bargaining unit employees shall accrue vacation days according to the following schedule:

Tenure	Vacation
Less than 2 years	3 weeks (15 days or 120 hours)
2 years through end of 5th year	4 weeks (20 days or 160 hours)
6+ years	5 weeks (25 days or 200 hours)

Part-time bargaining unit employees shall accrue vacation on a pro rata basis.

- c. Employees may go into deficit on their vacation bank up to a maximum of 40 hours in a calendar year.
- d. Starting January 1, 2025, bargaining unit employees shall accrue vacation in each paycheck.
- e. Accrued but unused vacation time shall roll over at the end of every calendar year, but employees will stop accruing days once they have 200% of their annual allotment in their vacation bank.
- f. Accrued but unused vacation shall be paid out upon separation.
- g. If a bargaining unit employee is denied a request to take time off, they may request and shall be granted a meeting with an HR representative to discuss the request. If the request was denied due to scheduling or coverage concerns, the Company shall work with the employee to find alternative time off.
- h. No employee shall be disciplined or retaliated against for appropriately taking time off pursuant to the Vacation policy.
- i. Employees shall not be required to work while taking paid time off.

2. Sick Leave

- a. Bargaining unit employees shall receive ten (10) sick days each calendar year, deposited each year on January 1. Any days not used in a calendar year may rollover to the next calendar year in a sick days bank, which shall have a cap of fifteen (15) days (e.g., if someone rolls over 7 days into the next calendar year, they will have 8 additional days deposited on January 1 for a total of 15 available

days.) Sick days are not paid out at the end of someone's employment at the Company.

3. Holidays

- a. Bargaining unit employees shall continue to receive at least the following paid holidays each calendar year:

New Year's Day
Martin Luther King's Day
President's Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

- b. All exempt regular full-time employees will receive time off with pay at their normal base rate for each Crooked Media-observed holiday. Regular part-time employees will receive their regular day's pay for any holiday that falls on a day of the week they would regularly be scheduled to work. All bargaining unit employees who are required to work on a designated Company holiday shall receive an alternate day off.

4. Quiet Period

- a. The Company shall observe a "Quiet Period" of at least ten (10) business days, inclusive of Christmas Eve Day, Christmas Day, New Year's Eve Day, and New Year's Day. During such "Quiet Period" for shows that exist at the time of ratification of this Agreement, there shall be no shows scheduled for recording, and bargaining unit employees will not be expected to perform work, unless specifically requested by their supervisor in writing based on a legitimate business need or in the event that unplanned news events occur that the Company decides to cover. If the Company launches a new show and does not intend to provide a Quiet Period to the bargaining unit employees working on that show, the Company shall notify those employees when they are hired or assigned to work on that show that the Quiet Period shall not apply to them.

5. Parental Leave & Family Leave

- a. The Company shall provide all full-time bargaining unit employees with paid parental leave pursuant to the Company's paid parental leave policy on the same terms and conditions it offers to non-bargaining unit employees, as may be

changed from time to time. Notwithstanding, in no case shall the Company provide less than twenty (20) weeks of paid leave in connection with the birth or adoption of a child. This paid leave shall be gender neutral.

- b. A bargaining unit employee who gives birth may use available sick leave to cover any period they are medically unable to work due to pregnancy and/or childbirth, before beginning paid parental leave. Such employee must apply for, and be approved for, state short term disability benefits and/or Paid Family Leave (or any other state sponsored benefits they qualify for) to cover any period they are medically unable to work due to pregnancy and/or childbirth. The employee may supplement approved state short-term disability benefits with available sick leave to provide a total of up to 100% of base pay.
 - c. Prior to the birth of their child, a bargaining unit employee who is needed to care for the birthing parent of their to-be born child, shall have access to leave according to the terms of the Paid Time Off policy.
 - d. For any approved unpaid leave to care for a seriously ill family member, bargaining unit employees may during such leave use all of their available sick time and may go into a vacation days deficit of up to 120 hours.
6. Pregnancy Loss Leave
- a. The Company shall provide bargaining unit employees with Pregnancy Loss Leave. Such leave shall include ten (10) days of paid time off to care for themselves or their spouse/domestic partner in the time immediately following a pregnancy loss or termination, including abortion. This leave is gender neutral and available to all eligible employees upon start of employment.
7. FMLA/Short Term Disability Qualifying Leave
- a. Prior to taking Short Term Disability, bargaining unit employees may take up to five (5) days of available sick time, and up to one (1) weeks paid time off pursuant to the vacation policy. Thereafter, bargaining unit employees who qualify for coverage under a state provided Short Term Disability program, and don't concurrently qualify for other paid leaves under this Agreement or applicable Company policy (e.g. parental leave), shall be eligible to receive the difference between their Short Term Disability benefit and their regular base salary for the length of the approved Short Term Disability period up to a maximum of twelve (12) weeks of Short Term Disability qualifying leave (inclusive of the two (2) weeks of sick time and other paid time off already available under the Vacation policy). If there is no such state program, the Company will pay 100% of their regular base salary for the length of a medically approved leave period up to a maximum of twelve (12) weeks of Short Term Disability qualifying leave (inclusive of the two (2) weeks of sick time and time off already available under the Vacation policy). This time shall run concurrently with state and federal FMLA leave.

8. Bereavement Leave

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

9. Accommodations for Trans Employees

- a. The Company shall continue to provide trans employees with reasonable accommodations such as necessary time off for medical procedures.

10. Summer Days

- a. Bargaining unit employees shall receive four (4) non-payout, non-rollover summer days that must be used between Memorial Day and Labor Day; no more than one day may be taken in a calendar week. Days may be used in full or half day increments.

11. Other Leave Policies. Bargaining unit employees shall continue to be eligible for all other existing or newly-introduced Company leave policies, the Company in its sole discretion determines to offer, on the same terms and conditions as all other non-executive employees at Company, as may be changed from time to time, which include at the time of ratification the following:

- Workers' Compensation Leave
- Military Leave of Absence
- Military Spouse Leave
- Personal Leave
- Jury Duty Leave
- Witness Leave
- Leave for School Suspension Proceeding
- Leave for Educational/Daycare Purposes
- Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel
- Civil Air Patrol Leave
- Voting Time Off
- Leave for Victims of Domestic Violence, Sexual Assault or Stalking
- Crime Victim's Leave
- Organ & Bone Marrow Donor Leave

Article 22. Hours of Work

1. Regular Work Week.

- a. The regular full-time workweek for bargaining unit employees shall generally be five (5) days, forty (40) hours per week. It is understood that due to the nature of the work, certain employees may work outside of a standard business day or longer hours from time to time, though they shall not be assigned such work in a

manner that establishes a regular work week in excess of the foregoing parameters (i.e., such work shall be the exception and not the rule).

2. Overtime & Compensatory Time

- a. The Company shall comply with all legal requirements as to overtime compensation. Overtime-eligible employees who work in excess of eight (8) hours worked in a day or forty (40) hours worked in a week shall be paid at one and a half times their regular rate of pay.
- b. Compensatory Time (“Comp Time”).
 - i. Bargaining unit employees shall be entitled to take Comp Time when they are directed to work in excess of ten (10) hours a day, are directed to work on six (6) or more consecutive days, are directed to work on a Company holiday or other such non-work day, or are required to travel for work on a regular day off.
 - ii. Comp Time shall be provided in recognition of the work or travel described in 2(b)(i) above and according to the principle of approximately one hour of comp time for every hour worked per paragraph 2(b)(i).
 - iii. Scheduling Comp Time.
 1. Compensatory time made available based upon work or travel described in 2(b)(i) above between January 1 and June 30 must be scheduled and taken on or before July 31 following that period, and compensatory time made available based upon work or travel described in 2(b)(i) between July 1 and December 31 must be scheduled and taken on or before January 31 following that period. On June 30 and the first week of January of each year, the Company will send a notice to bargaining unit employees reminding them to use their accrued Comp Time before the deadline.
 2. When an employee elects to take their Comp Time, the Company shall make commercially reasonable efforts to schedule the Comp Time at the time of the employee’s choosing. If it is not commercially reasonable to schedule the Comp Time as requested by the employee, it shall be scheduled as close in proximity to that time as possible. It is understood that the Company will give considerable weight to an employee’s request to utilize Comp Time close in proximity to the work performed by the Employee which gave rise to the Comp Time.
- c. Turnaround time.
 - i. There shall be a minimum of a twelve (12) hour rest period between the time a bargaining unit employee leaves the place of production (e.g. clocks out in the case of hourly employees) and the time the employee is

required to return to the place of production the next morning (e.g. in the case of hourly employees, when they clock in). This rest period shall not apply to the time an employee needs to travel when touring. When the rest period is less than twelve (12) hours, overtime-eligible bargaining unit employees shall be paid at one and a half times their regular rate of pay for each hour that invades the twelve (12) hour rest period. For salaried exempt bargaining unit employees, a breach of the rest period shall result in a payment of \$125.

Article 23. Professional Development

Bargaining unit employees may request to attend relevant classes or conferences, outside of their assigned work duties, to further their professional development. The Company shall evaluate and approve such requests on a case-by-case basis, and if approved, the Company shall pay reasonable employee expenses for such class or conference (including travel expenses) subject to any travel and expense policy. Approvals of such requests shall not be unreasonably denied.

Article 24. Layoffs & Severance

1. The Employer will provide impacted bargaining unit employees with two (2) weeks' notice prior to any layoff, or at its discretion provide such impacted employees with two (2) weeks' pay in lieu of notice.
2. Retraining. The Company shall, in its sole discretion, consider placing an employee affected by a reduction in force in an available job at the Company that is compatible with the employee's demonstrated skills, knowledge, and abilities. In its sole discretion, any employee who the Company chooses to offer reassignment in lieu of separation, layoff or reduction, will receive the level and type of training that the Company deems necessary for the employee to succeed in the new position. The Company shall provide such retraining at no cost to the employee.
3. In the event of a reduction in force, employees within the impacted unit, department, or show (as may be applicable), and within the same job title, shall be selected by the Company on a good-faith basis taking into account business, editorial or creative needs, special skills, performance, qualifications and seniority. Where other factors are substantially similar, seniority shall govern.

For purposes of this section, employees shall be placed in seniority bands in one (1) year increments based on time from date of hire. An employee reaches a new band on the day after the employee's anniversary of service. Within each band, all employees will be deemed to have the same seniority.

Should the Union choose to arbitrate that a layoff decision was made without giving consideration to seniority in a circumstance where business, editorial or creative needs, special skills, performance, and qualifications are substantially similar between employees with the same job title in the impacted unit, department or show (as may be applicable), to

prevail the Union must demonstrate through clear and convincing evidence that there was no objective basis for the conclusion that there was not a business, creative or editorial need, special skill, performance, or qualifications justifying its decision to not apply seniority within the impacted unit, department or show order as defined above. If the Union requests that the Company explain how the above criteria were applied, including the underlying information relied upon, for the employees selected for layoff(s) in order to evaluate the Company's good faith consideration of such criteria, it shall be provided by the Company.

4. For a period of six (6) months from the date of a bargaining unit employee's lay off, the Laid Off Unit Employee shall have the right of first refusal in the event that their position, or a substantively identical position, is established by the Company. A Laid Off Unit Employee shall have five (5) business days from the date of written offer from the Company, to accept such reestablished position.
5. For a period of six (6) months from the date of a bargaining unit employee's lay off, the laid off unit employee shall be granted an interview for any role for which they are qualified for and apply during the time the job is posted.
6. Laid off unit employees who are provided a Company-provided laptop shall be offered a laptop that is at least (2) years old.
7. Upon the request of a bargaining unit employee, the Company, in its sole discretion, may convert a portion of severance weeks due under this Agreement to paid non-working notice. The employee request shall not be unreasonably denied. Such conversion of severance into paid non-working notice 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.
8. Severance
 - a. Any bargaining unit employee who is laid off or otherwise terminated shall, subject to execution of a standard Company separation agreement, receive minimum gross severance per the chart below.
 - b. Severance shall be prorated for partial years worked. For clarity, prorating shall mean that an employee who has passed the six month point between years shall receive an extra week of severance. For example, an employee who has worked for one year and seven months shall receive seventeen weeks of severance.
 - c. Any bargaining unit employee who receives severance pursuant to this Agreement and who was receiving medical, dental and vision benefits through the Company, shall receive by separate payment, the monetary equivalent of the Employer's share of the monthly COBRA premium, plus the full administrative surcharge for the length of their severance starting from the first of the month following the date of the layoff. While terminated bargaining unit employees are responsible for paying the full monthly COBRA amount to the carrier, the lump sum COBRA payment shall be adjusted for taxes so that the terminated

employee’s monthly out of pocket financial share of health insurance premium is the same as their out of pocket financial share of premiums during employment.

- d. All consecutive time worked without a break in employment of nine (9) months or longer shall be considered in the severance calculation.
- e. Accrued but unused vacation shall be paid out upon separation.

Years of Service	Minimum Severance Amount (Layoffs)	Minimum Severance Amount (Editorial Termination)
0-1 years	13 weeks	9 weeks
1-2 years	14 weeks	10 weeks
2-3 years	16 weeks	12 weeks
3-4 years	18 weeks	14 weeks
4 -5 years	20 weeks	16 weeks
5+ years	22 weeks	18 weeks

Article 25. Intellectual Property Derivative Works, & Reuse

- 1. The Company shall make commercially reasonable efforts to ensure that bargaining unit employees are credited in any third party-production that is derivative of work created by bargaining unit employees.
- 2. Nothing in this Article should be interpreted as preventing bargaining unit employees and the Company from agreeing on different derivative work arrangements on an individual basis.

Article 26. 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, based on those patterns, and may employ algorithmic methods (e.g., ChatGPT, Llama, MidJourney, Dall-E).
- 2. In the event the Company is going to expand, introduce and/or use (collectively, “use,” “utilize” or “utilization of”) GAI in a manner that materially impacts the job duties performed by members of the Union bargaining unit, the Company will advise the Union of such intended use, and, upon request by the Union, the Company agrees to discuss the intended usage and effects of same with the Union. The Company shall give the Union at least thirty (30) days’ notice prior to the intended introduction of such use of any new GAI tool or similar new technology.

3. By March 31, 2025, the Company shall develop a policy on the use of GAI, and such policy shall be publicly available. The policy shall, at a minimum, regulate the use of GAI, use of employee likeness, and internal and external disclosure mechanisms. Thereafter the Company shall notify the Union with at least sixty (60) days' notice of any planned material changes to the policy.

Article 27. 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. During the term of this Agreement, the Employer shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

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

Article 28. Temporary Employees

After a temporary employee has worked a cumulative total of 195 days (defined as more than 6 or more hours of work per day performing bargaining unit work) over a rolling twelve (12) month period, reviewed on a quarterly basis at the request of the individual, the employee will be afforded a one-time opportunity to convert to becoming a regular full-time bargaining unit employee.

If the individual opts to remain temporary employee, they will be afforded an opportunity after an additional twelve (12) months in which they are directed to work 195 days, to choose to become an employee of the Company. The Company will not terminate or not renew such individuals for the sole purpose of circumventing this provision.

Article 29. Separability, Savings & Successorship

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.

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

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

Notwithstanding any of the above, the Company may, in any transaction, assign this Agreement to the purchaser of any asset, and the Union assents to such purchaser's adoption of this Agreement. Any such assignment to a purchaser shall not release the Company from its obligations under this Agreement with respect to those parts of the operation of the business covered by this Agreement that have not been acquired by the purchaser.

Article 30. Term

This Agreement shall be effective upon ratification and shall continue in full force and effect up to and including January 15, 2028.

Lucinda Treat, CEO
On Behalf of Crooked Media



Sam Wheeler, Executive Director
On Behalf of Writers' Guild of America East