

COLLECTIVE BARGAINING AGREEMENT

Between

PACIFIC NORTHWEST STAFF UNION

&

WRITERS GUILD OF AMERICA, WEST, INC.

[date of ratification] through July 31, 2028

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ARTICLE 1. PREAMBLE [WGAW and PNWSU have language TA (10/4/2025)]

This collective bargaining agreement (“Agreement”) is entered into between the Pacific Northwest Staff Union (“Union”) and the Writers Guild of America, West, Inc. (“Employer” or “Guild”).

The intent and purpose of this Agreement is to establish the wages, hours, and terms of conditions for bargaining unit employees and to promote a cooperative, good faith labor relationship between Employer and Union.

ARTICLE 2. TERM OF AGREEMENT

The term of this Agreement shall be effective upon ratification through July 31, 2028 (“Term”).

ARTICLE 3. RECOGNITION

A. Definition of Bargaining Unit

1. Employer recognizes Union as the exclusive bargaining agent for the purpose of collective bargaining for the unit (“Unit”) of Employer’s employees in the classifications listed in Appendix A.

2. Excluded from the Unit shall be managerial employees, confidential employees, students employed in connection with a vocation education or work study program, casual/substitute employees, temporary employees, guards, and supervisors as defined in the National Labor Relations Act, as amended (“NLRA”).

B. Notice to Union of New Hires

Whenever new Unit employees are hired during the Term of this Agreement, Employer shall forward to Union within ten (10) days the names and classifications of such employees.

C. New Classifications

In the event that a new classification is created, Union and Employer shall meet within ten (10) business days to seek agreement on whether the new classification shall be included in the Unit. If agreement cannot be reached, the matter shall be resolved through the procedures of the National Labor Relations Board or any other governmental agency having authority to adjudicate matters under the National Labor Relations Act.

If the new classification is included in the Unit, Union shall be provided the opportunity to negotiate over the terms and conditions of employment for the newly created classification.

ARTICLE 4. UNION SECURITY/DUES CHECK-OFF [WGAW and PNWSU have language TA (10/20/2025)]

A. Union Membership

It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired after its effective date shall, not later than the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. All of the foregoing provisions shall be implemented in accordance with, and consistent with, applicable federal and state laws.

B. Fair Share Dissenter

The parties recognize that employees have the option of declining to participate as a member in the Union yet contribute financially to the activities of the Union in representing such employee as a member of the Unit. Therefore, as an alternative to and in lieu of the membership requirements of the preceding section, an employee who declines or resigns membership in the Union shall pay to the Union each month a representation fee in an amount designated by the Union, but which shall not be higher than full membership dues and fees.

C. Religious Objectors

A bargaining unit employee who demonstrates a bona fide religious belief or tenet as determined by the established application and determination procedures of the Union, consistent with applicable state and federal statute, rules and regulations, and such employee is prohibited from becoming a member of the Union by such belief, such employee shall pay to the Union each month an amount of money equivalent to such regular current union dues to the Union, who shall then transmit that amount to a non-religious charity of the employee's choice from a list of non-religious based charities provided by the Union. Receipt of such transmittal to the charity organization shall be provided to the employee on an annual basis.

D. Failure to Comply

Employees who are required hereunder to maintain membership in the Union and pay union dues, or maintain non-member status and pay representation fees, and fail to do so shall, upon notice of such fact in writing from the Union to the Employer, be terminated thirty (30) days after receipt of said written notice to the Employer.

E. Dues Checkoff

The Employer shall deduct dues and fees from the pay of any Unit employee who has authorized such deductions in writing. The Union shall notify the Employer of the employees who have executed such authorizations. Upon request by the Employer, the Union shall submit the signed authorization cards to the Employer for verification. The Employer will provide to the Union each month a list of employees whose dues and any fees have been so deducted. The list will include each employee's name (first, middle, and last name), employee identification number, job title, gross pay on which the dues/fees are based, and the amount of the dues/fees deducted. The Employer shall provide the remittance list in Excel format.

F. Change in Status

The Employer shall notify the Union of any change in an employee's employment status.

G. Hold Harmless/Indemnification

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, including attorneys' fees, arising out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE 5. UNION RIGHTS

A. Appointment of Union Representatives

The Union shall appoint the number of Union Representatives deemed necessary to handle activities of the Union. Union Representative is defined as a steward, any chapter officer or chapter representative, or any employee designated by the Union to act as an authorized representative of the Union. The Union shall provide the Employer a list of Union Representatives authorized to act on the Union's behalf.

B. Union Representative Time

Union Representatives may perform the following activities on work time without loss of pay:

1. Attendance of meetings of the Labor-Management Committee (see Article 9);

2. Participation in grievance meetings with representatives of the Employer (see Article 31), which will be limited to one (1) Union Representative (the Union's request for the participation of one (1) additional Union representative in a grievance meeting shall not be unreasonably denied by Employer);

3. Representation of an employee in an investigatory interview or a meeting in which the Employer is notifying an employee of discipline (see Article 30), which will be limited to one (1) Union Representative (the Union's request for the participation of one (1) additional Union representative in an investigatory interview or a meeting in which the Employer is notifying an employee of discipline shall not be unreasonably denied by the Employer);

4. Participation in new employee orientation (see Article 5.C).

C. New Employee Orientation

At the time of employment, the Employer shall provide a copy of this Agreement to the newly hired employee and a document listing the name(s) of the steward(s) and the elected leadership of the PNWSU chapter (which document will be prepared and provided to the Employer by the Union). Within the first week of employment, the newly hired employee and one (1) Union Representative, as designated by the Union, will be granted 30 minutes without loss of pay during normal working hours for union orientation.

D. Union Representative Professional Development & Training

1. Each year of the Agreement, up to five (5) Union Representatives shall be released from regular work duties at their current rate of pay for two (2) days to attend PNWSU-sponsored training and development.

2. The Union shall give the Employer no less than two (2) weeks' notice of any PNWSU-sponsored training and development for which a Union Representative is entitled to paid release time pursuant to Section D.1. above.

3. The Employer will not be responsible for overtime, travel costs, hotel expenses, meeting room rental, or other expenses incurred by PNWSU or Union Representatives related to such trainings.

ARTICLE 6. NO-STRIKE; NO-LOCKOUT

A. No Strike

1. During the Term of this Agreement, neither Union, its members, nor any Unit employee will call, sanction, or participate in any strike, stoppage of work, picketing, slowdown, sympathy strike, or concerted interruption of any function of

Employer. If such action occurs, Union will make every reasonable effort to terminate such action.

a. Employer shall not discipline any employee on the basis of the employee's refusal as an individual to cross a lawful picket line of another labor organization.

B. No Lockout

1. Employer shall not lock-out employees during the Term of this Agreement.

C. Full Judicial Relief

1. Employer and Union shall have the right to full judicial relief, including injunctive relief, for the violation of this Article.

ARTICLE 7. MANAGEMENT RIGHTS [WGAW and PNWSU have language TA (11/9/2025)]

All management rights, powers, functions and authority, whether or not exercised, and regardless of the frequency of their exercise, shall be retained by Employer, except to the extent specifically modified by the express provisions of this Agreement.

ARTICLE 8. FULL UNDERSTANDING [WGAW and PNWSU have language TA (11/9/2025)]

This Agreement sets forth the full understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements regarding such matters of the parties, or of individual bargaining unit employees, whether formal or informal, are hereby superseded or terminated in their entirety.

Past practices not in conflict with this Agreement shall remain in effect, provided the Employer shall have the right to change such past practices as long as the Employer complies with the bargaining obligation described immediately below.

The Employer shall notify the Union at least ten (10) workdays prior to implementation of any proposed change to a mandatory subject of bargaining not contained in this Agreement, and will comply with any bargaining obligation under the National Labor Relations Act.

ARTICLE 9. LABOR-MANAGEMENT COMMITTEE [WGAW and PNWSU have language TA (10/29/2025)]

- A. Employer and Union agree to establish and maintain a Labor-Management Committee (“LMC”) to discuss and attempt to resolve workplace issues of mutual concern. The subjects of LMC meetings shall be limited to mandatory subjects of bargaining and matters concerning administration of the Agreement.
- B. The Union may designate up to five (5) union representatives, and Employer may designate up to (3) representatives, to attend meetings of the LMC. For the avoidance of doubt, union representatives will be paid at their regular rate of pay for attending meetings of the LMC.
- C. The LMC shall meet quarterly at a mutually agreed-upon date and time during regular working hours. A LMC calendar will be determined by January 31st of each year. Ad-hoc meetings of the LMC may be scheduled by mutual agreement of Employer and Union. At least one (1) week in advance of the meeting, the party initiating the meeting shall provide to the other party a written agenda of matters to be discussed.

ARTICLE 10. EMPLOYEE STATUS

- A. Unit Employees
 - 1. Full-time. An employee scheduled to work 37.5 hours or more per week.
 - 2. Part-time. An employee scheduled to work less than 37.5 hours per week.
 - 3. Exempt. An employee whose position is not subject to overtime requirements under federal and state law.
 - 4. Non-exempt. An employee whose position is subject to overtime requirements under federal or state law.
 - 5. Regular. An employee who has successfully completed the appropriate probationary period in their job classification. Regular employees may be full- or part-time.
 - 6. Probationary. An employee who has not completed their probationary period in a job classification.

ARTICLE 11. TEMPORARY WORKERS & INTERNS, CONTRACT EMPLOYEES, CONSULTANTS, AND SUBCONTRACTING

- A. Temporary Workers

1. The Guild shall have the right to use Temporary Employees and Agency Temporary Workers on a full- or part-time basis. Temporary Employees and Agency Temporary Workers shall not be deemed part of the Unit.
2. Definition of Temporary Employees. Employees who are hired to substitute for Unit employees who are away for any reason (e.g., vacation or sick leave), to work on a limited-time project, or in the event of extraordinary business needs, such as during negotiations or strikes.
3. Definition of Agency Temporary Workers. The Guild may utilize temporary workers from outside agencies to substitute for Unit employees who are away for any reason (e.g., vacation or sick leave), to work on a limited-time project, or in the event of extraordinary business needs, such as during negotiations or strikes.
4. As a general policy, the Guild will not retain Temporary Employees or Agency Temporary Workers for longer than a total of three months. The Executive Director may approve an exception to this limitation where necessary to substitute for a Unit employee who is on leave for longer than three (3) months, when work on a limited-time project extends beyond three (3) months, or to accommodate extraordinary business needs, such as during negotiations or strikes.
5. Employer shall not use Temporary Employees and Agency Temporary Workers permanently to replace bargaining unit employees, and use of Temporary Employees or Agency Temporary Workers shall not result in a reduction in bargaining unit positions.
6. Employer shall notify the Union in writing of the assignment of any bargaining unit work to Temporary Employees or Agency Temporary Workers.
7. Every six months, and at the request of the Union, the Employer shall provide to the Union a report of the hours worked by each Temporary Employee and Agency Temporary Worker performing bargaining unit work in the preceding six months, including the job title, essential functions performed, and starting and ending dates of employment of each such Temporary Employee and Agency Temporary Worker.

B. Interns

1. The Guild shall have the right to host interns.
2. Interns shall not be deemed part of the Unit.
3. Intern Definition. A non-employee performing temporary services for the Guild for the primary purpose of training or obtaining academic credit.
4. Employer's use of interns shall not result in a reduction in bargaining unit positions.

- C. Contract employees and consultants
 - 1. Employer's use of contract employees and consultants shall not result in a reduction in bargaining unit positions.
- D. Subcontracting
 - 1. Subcontracting shall not result in a reduction in bargaining unit positions.
- E. This Agreement shall not prohibit Employer from retaining or hiring outside legal counsel for the provision of legal services, including but not limited to representing Employer in collective bargaining, litigation, and grievances and arbitrations under any collective bargaining agreement.

ARTICLE 12. PROBATIONARY PERIOD

- A. Purpose
 - 1. The probationary period shall be used for the Employer to determine if a newly hired, promoted or voluntarily transferred employee is suited for the position, based on knowledge, performance, skills, abilities and interest in the position. It is the intention of the Employer that probationary employees receive feedback during their period of probation, which may include workplans and one-on-one meetings.
- B. Probationary Period
 - 1. All exempt Unit employees shall serve a probationary period of one hundred eighty (180) days from date of hire. All exempt employees shall serve a probationary period of ninety (90) days from date of promotion or transfer.
 - 2. All non-exempt Unit employees shall serve a probationary period of ninety (90) days from date of hire. All non-exempt employees shall serve a probationary period of sixty (60) days from date of promotion or transfer.
 - 3. By mutual written agreement between Employer and the Union, these periods can be extended up to one hundred eighty (180) days for an exempt employee and up to ninety (90) days for a non-exempt employee.
 - 4. Notwithstanding the above, the requirement to serve a probationary period shall not apply to involuntary transfers.
- C. Rights of Employees on Probation
 - 1. Unit employees serving a probationary period shall have all rights provided for in this Agreement provided that Employer's termination of a newly hired probationary employee shall not be subject to grievance or arbitration. Employees serving a probationary period because of a promotion or transfer are

subject to the protections of Article 30.A., and the Employer's termination or other discipline of an employee for misconduct while such employee is serving a probationary period because of a promotion or transfer is subject to grievance and arbitration.

2. Employer will confirm in writing that an employee has successfully completed their probationary period.

D. Probationary Performance Review

1. The immediate supervisor shall provide informal feedback to the Unit employee on an as-needed basis during the probationary period.

2. A written probationary performance review will be given before the end of the probationary period. If the probationary period is extended, a written probationary review will be given before the end of the extension.

ARTICLE 13. JOB POSTING

A. Posting of Vacancies

1. Employer shall post vacant job positions in the Unit internally to provide qualified employees the opportunity to apply, and may post such openings externally five (5) business days after posting such position internally. Employer agrees to interview the most senior qualified applicant for a vacant job position in the Unit, except as provided in Section A.2. Employer will consider seniority as a factor in filling vacant job positions in the Unit. Such posting shall be emailed to each Unit employee. The deadline for application to a vacant position shall be no less than 5 work days after the internal posting.

2. Employer may promote within a department without posting the job opening.

ARTICLE 14. PROMOTIONS AND TRANSFERS

A. Definitions

1. A promotion is a change in position to a higher job classification or pay grade.

2. A transfer is a reassignment to a different position.

B. Promotions and Transfers

1. **Promotions.** Employer shall have the exclusive authority to determine promotions within the Unit. Employer will consider seniority as a factor in granting promotions.
2. **Voluntary Transfers.** Employer shall have the exclusive authority to transfer a Unit employee who applies to an open position. Employer will consider seniority as a factor in granting voluntary transfers.
3. **Involuntary Transfers.** Employer shall have the exclusive authority to transfer involuntarily Unit employees, provided Employer will provide Union an opportunity to bargain the effects of any such involuntary transfer.
4. Employees who are voluntarily transferred or promoted within the Unit are required to serve a probationary period in accordance with Article 12 above.
5. If a Unit employee does not pass the probationary period associated with a promotion or voluntary transfer, the employee shall revert to their prior position at the employee's prior level, grade and salary in effect immediately before the promotion or voluntary transfer to the new position, which shall result in the displacement of the employee holding the reverting employee's prior position. The displaced employee shall also revert to their prior position at the displaced employee's prior level, grade and salary or be terminated in the event they held no prior position with the Employer. The decision to remove the employee from the new position during the probationary period, and any resulting displacement or termination of another employee, shall not be subject to grievance and arbitration.

ARTICLE 15. PERFORMANCE EVALUATIONS

A. Purpose

1. The main purpose of an annual performance evaluation is to set goals and objectives for an employee on an annual basis (inclusive of a professional development plan), as well as to identify employee strengths and weaknesses in order to help the employee improve their job skills and performance and to encourage professional development.

B. Process

1. Employees shall receive a written annual performance evaluation during the first quarter of the year.
2. The annual performance evaluation shall generally include an in-person meeting between the supervisor and the employee.

3. Performance shall be evaluated based on observed or reported behavior and/or other criteria such as the completion of assigned work, the meeting of assigned goals, and quality of the work performed.
4. Employer encourages the professional development of Unit employees specifically as it relates to bettering their skills relevant to the performance of their jobs. A professional development plan will be set by the immediate supervisor as part of an employee's annual performance evaluation with input from the employee. Employee shall be provided an opportunity to provide their immediate supervisor with input on the Employee's annual goals and objectives (inclusive of professional development) prior to the immediate supervisor's completion of the employee's annual performance evaluation.
 - a. Employee requests to attend professional development activities will be reviewed and approved in the sole discretion of Employer. Any professional development activities required by Employer will be paid by Employer.
5. In the event a supervisor identifies areas for development or improvement in the annual performance evaluation, the supervisor shall provide a written action plan indicating the areas in which the Unit employee is expected to develop or improve.
6. Evaluations must be signed by both the supervisor and the employee. The employee's signature shall not constitute agreement with the evaluation. The employee shall be provided a copy of their written evaluation.

C. Right to File a Written Response and to Request Review

1. Employees will have the opportunity to review their performance evaluation and shall have the right to file a written response. If the employee does not request that their supervisor revise their evaluation in accordance with Section C.2. below, the employee shall have the right to file a written response to their evaluation within ten (10) business days from the date of receipt of their evaluation or the meeting with the supervisor provided in Section B.2. above, whichever comes later. The employee's written response shall be attached to the performance evaluation in the employee's personnel file.
2. Should an employee disagree with their evaluation, the employee may request, within ten (10) business days from the date of the meeting with the supervisor provided in Section B.2. above, that their supervisor revise their evaluation, either in whole or in part. The supervisor shall respond in writing within ten (10) business days of such request. The employee may, within ten (10) business days of receiving the supervisor's written response, submit a statement of rebuttal which shall be attached to the performance evaluation in the employee's personnel file.

3. The employee's written response under Section C.1. or C.2. shall be included in their personnel file along with the annual performance evaluation.

4. The content of an annual performance evaluation is not grievable. However, violations of the procedures set forth in Article 15 are subject to the grievance and arbitration procedure.

ARTICLE 16. PERSONNEL FILES

A. Right to Review

1. Upon written request, a Unit employee may inspect their personnel file in the presence of a Human Resources representative within the personnel records area. At the request of the Unit employee, copies will be made and given to the employee by the Human Resources Department within two (2) business days of the request.

B. Information Requests and Employment References

1. Requests for information from employee files that are received from other departments or from outside the Guild, including requests for references on former or current employees, must be directed to the Human Resources Department.

C. Notice

1. No material of a disciplinary nature shall be inserted into a Unit employee's personnel file without notice to the employee.

2. There will be no material change to an employee's personnel file without notice to the employee.

ARTICLE 17. WORK HOURS

A. Workweek and Hours of Work (Full-Time Unit Employees)

1. The workweek is 37.5 hours per week, 7.5 hours per day, for five consecutive days per week, Monday through Friday. The Guild is normally open weekdays from 9:00 a.m. to 6:00 p.m. Full-time employees covered by this agreement shall be guaranteed a minimum of seven and a half (7.5) hours per day and thirty-seven and a half (37.5) hours per week, except that employees shall only be paid for hours worked in accordance with applicable state and federal law.

2. The standard work schedules for non-exempt employees are 9:00 a.m. to 5:30 p.m. or 9:30 a.m. to 6:00 p.m. Supervisors will assign individuals to one of these schedules, taking into account Unit employee preferences whenever possible. The Guild may consider alternative schedules when extenuating

circumstances exist or as required by law. Work schedules are subject to change upon reasonable notice to the affected employees.

a. An employee may request to work an alternative schedule, either on a temporary basis or as a continuing alternative to the standard work schedule. An alternative schedule shall be subject to the approval of the employee's immediate supervisor and shall not result in payment of overtime.

3. At the discretion of their supervisor, a non-exempt employee may make up lost time by the close of the next pay period. Requests by employees to make up lost time shall not be unreasonably denied. A maximum of one hour and a minimum of 15 minutes lost time may be made up in one day. Lost time of less than 15 minutes must be made up the same day.

B. Meal and Rest Periods

1. Full-time non-exempt employees shall take two (2) paid rest periods per day consisting of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon. Part-time non-exempt employees shall take a paid rest period consisting of fifteen (15) minutes for every four hours of work, or major fraction thereof, in accordance with applicable law.

2. Full-time non-exempt employees are entitled to a one-hour lunch break (unpaid). Employees should schedule their lunch period between the hours of 12:00 p.m. and 2:00 p.m. Individual department heads may extend these hours if it helps with telephone or other coverage. Part-time non-exempt employees are entitled to a lunch break (unpaid) in accordance with applicable law.

3. All lunches and rest periods are to be coordinated between each employee and their immediate supervisor to ensure adequate department coverage, including telephone coverage.

C. Overtime

Non-exempt employees are entitled to overtime compensation, as set forth below.

1. Employees shall receive time and one-half of their regular rate of pay for hours worked over forty (40) in one week or eight (8) hours in one day.

2. Employees shall receive two times their regular rate of pay for hours worked over twelve (12) hours in one day.

3. On the seventh consecutive day worked in a single work week, employees shall receive time and one-half their regular rate of pay for the first eight (8) hours worked; and double time for all hours worked in excess of eight (8).

4. For the purpose of overtime calculations, the workweek is Monday 12:01 a.m. through Sunday 12:00 midnight. Assistant Theater Managers have a Wednesday 12:01 a.m. through Tuesday 12:00 midnight workweek.

5. Only hours actually worked will be used to calculate overtime pay. Paid time-off for vacation, sick leave, holidays, bereavement leave or any other leave of absence shall not be considered "hours worked."

6. Employees are permitted to work overtime only with prior authorization from their supervisors. Employees who work overtime without prior authorization are subject to discipline.

D. Theater Staff Schedules and Event Scheduling

1. Employer shall use best efforts to provide Assistant Theater Managers and any other bargaining unit employee assigned to work at the Writers Guild Theater the monthly work schedule no later than 3pm at least three (3) days prior to the start of the month.

2. If Employer requires additional time to prepare the work schedule due to a delay regarding the screening schedule or other bona fide operational reason, then the Director of Operations (or designee) shall immediately notify employees scheduled to work the first 2 days of the following month, and provide to employee as much information available about the anticipated start and end time for the employee's shift. Employer shall immediately notify such employees when the start and end times for their shifts are confirmed.

3. If there is any change to the work schedule once it has been released to employees, Employer will immediately notify any affected employees of the schedule change.

4. No employee will be disciplined for declining an assignment or shift at the Writers Guild Theater if the employee has received less than seven (7) days' notice of the assignment or shift.

E. Compensatory Days Off (Exempt Employees)

1. A compensatory day off ("Comp Day") is a normal work day taken off by an exempt employee without loss of salary.

2. An exempt employee assigned to an MBA negotiation, contract or organizing campaign, or similar Guild initiative, which demands for an extended period of time work beyond the standard work day or work week defined in Section A.1. above, shall be entitled to two (2) Comp Days. Such Comp Days must be taken by the exempt employee within two (2) months of the conclusion of the assignment entitling the employee to Comp Days.

3. An exempt employee may request one or more Comp Days for periods of exceptional workload. The request must be made to the exempt employee's immediate supervisor and must be approved in writing by the Employer before the employee may take a Comp Day. Such request shall not be arbitrarily denied by the Employer.

ARTICLE 18. WAGES AND SALARIES**A. Job Classifications and Pay Grades**

1. Each Unit employee shall be placed in a job classification and pay grade ranging from pay grade 7 to pay grade 14. Each pay grade shall have a salary range with a minimum salary. Each position may be assigned a descriptive job title. Positions in the same classification and pay grade may have different descriptive job titles. Current classifications and pay grades are listed in Appendix B.

B. Job Descriptions

1. Each Unit position will have a job description listing its essential functions, occupational requirements, physical requirements, mental requirements and environmental conditions. Job descriptions may be periodically reviewed and updated by immediate supervisors and the Human Resources Department.

C. Placement in Salary Range

1. When an employee is hired, ~~promoted or changes classification~~, the Guild, in its sole discretion, shall determine where in the salary range the employee shall be placed. Employees who promote into grades 8, 9 or 10 shall receive the greater of (i) a three percent (3.0%) wage increase or (ii) the minimum salary for the grade into which they promote. Employees who promote into grades 11, 12, 13, or 14 shall receive the greater of (i) a five percent (5%) wage increase or (ii) the minimum salary for the grade into which they promote. Employees who voluntarily transfer to a position within the same grade as the position in which they are currently employed shall receive a three (3%) wage increase.

2. Elimination of "Red-circling": For the avoidance of doubt, Employer confirms that it has eliminated range maximums, and therefore no Unit employee will be denied a wage adjustment because they are at the range maximum of their grade.

D. Wage and Salary Increases

1. During the term of the agreement, Unit employees shall receive the following wage increases:

a. First increase.

i. Unit employees received a three percent (3%) increase effective August 11, 2025.

ii. Employees ~~with an annualized salary of less than \$85,000 per year as of the effective date of this Agreement~~ shall receive an additional ~~four~~ three percent (~~4.0%~~ 3.0%) wage increase, ~~effective the first full pay period after ratification of this Agreement retroactive to the first full pay period in January 2026.~~

~~iii. Employees with an annualized salary equal to or greater than \$85,000 per year as of the effective date of this Agreement shall receive an additional two percent (2.0%) wage increase, effective the first full pay period after ratification of this Agreement retroactive to the first full pay period in January 2026.~~

iv. Any full-time Unit employee with an annualized salary of less than \$57,000 per year as of the effective date of this Agreement shall have their hourly wage increased such that their annualized salary shall be \$57,000 per year, retroactive to August 11, 2025. Such employees are eligible for the increases as provided in Section D.1.a.ii. above and D.1.b. and c. below.

v. Assistant Theater Managers shall have their hourly wage increased to no less than \$24 per hour, retroactive to August 11, 2025. Such employees are eligible for the increases as provided in Section D.1.a.ii. above and D.1.b. and c. below.

b. Second increase. Effective the first full pay period in August 2026, all Unit employees shall receive a four percent (4.0%) increase.

c. Third increase. Effective the first full pay period in August 2027, all Unit employees shall receive a ~~four~~ ~~three~~ percent (4.0% ~~3.0%~~) increase.

~~d. The minimum salary for each grade shall be adjusted as set forth in Appendix B, effective the first full payroll period after ratification of this Agreement. The minimum salary for each grade shall increase by three percent (3%), effective the first full pay period in August 2027.~~

2. Longevity Increases

~~a. Any full-time employee who has been employed for five consecutive years in the same position or grade shall receive a two percent (2.0%) wage increase on the five-year anniversary of the employee's start date of their employment in the position or grade, effective upon the later of the effective date of this Agreement or the first full pay period after the employee reaches their five-year anniversary in the position or grade. The foregoing five-year period shall be extended by the duration of any unpaid leave of absence taken by the employee during the period in question. Longevity increases under this section shall be in addition to regular wage increases provided for in Section D.1. above.~~

~~To be eligible for a longevity increase based on service prior to the effective date of this Agreement, the employee must be employed in the same position or grade on which the longevity increase is based as of the effective date of the Agreement. For example, if an employee has been employed as a Coordinator III (Grade 10) from 1/1/2018 through the effective date of this Agreement, such employee will be eligible for a longevity increase under Section D.2.a. as of the effective date of this Agreement. If the employee was employed as a Coordinator III (Grade 10) from 1/1/2018 to 3/1/2023, and has been employed as a Specialist I~~

(Grade 11) effective 3/2/2023 through the effective date of the Agreement, such employee would not be entitled to a longevity increase under Section D.2.a.

b. Any full-time employee who has been employed for ten consecutive years in the same position or grade shall receive a two percent (2.0%) wage increase on the ten-year anniversary of the employee's start date of their employment in the position or grade, effective upon the later of the effective date of this Agreement or the first full pay period after the employee reaches their ten-year anniversary in the position or grade. The foregoing ten-year period shall be extended by the duration of any unpaid leave of absence taken by the employee during the period in question. Longevity increases under this section shall be in addition to regular wage increases provided for in Section D.1. above.

To be eligible for a longevity increase based on service prior to the effective date of this Agreement, the employee must be employed in the same position or grade on which the longevity increase is based as of the effective date of the Agreement. For example, if an employee has been employed as a Coordinator III (Grade 10) from 1/1/2014 through the effective date of this Agreement, such employee will be eligible for the longevity increases under Sections D.2.a. and D.2.b. as of the effective date of this Agreement. If the employee was employed as a Coordinator III (Grade 10) from 1/1/2014 to 12/31/2024, and has been employed as a Specialist I (Grade 11) effective 1/1/2025 through the effective date of this Agreement, such employee would not be entitled to a longevity increase under either Section D.2.a or D.2.b.

c. Any full-time employee who has been employed for fifteen consecutive years in the same position or grade shall receive a two percent (2.0%) wage increase on the fifteen-year anniversary of the employee's start date of their employment in the position or grade, effective upon the later of the effective date of this Agreement or the first full pay period after the employee reaches their fifteen-year anniversary in the position or grade. The foregoing fifteen-year period shall be extended by the duration of any unpaid leave of absence taken by the employee during the period in question. Longevity increases under this section shall be in addition to regular wage increases provided for in Section D.1. above.

To be eligible for a longevity increase based on service prior to the effective date of this Agreement, the employee must be employed in the same position or grade on which the longevity increase is based as of the effective date of the Agreement. For example, if an employee has been

employed as a Coordinator III (Grade 10) from 1/1/2010 through the effective date of this Agreement, such employee will be eligible for the longevity increases under Sections D.2.a., D.2.b., and D.2.c. as of the effective date of this Agreement. If the employee was employed as a Coordinator III (Grade 10) from 1/1/2008 to 12/31/2024, and has been employed as a Specialist I (Grade 11) effective 1/1/2025 through the effective date of this Agreement, such employee would not be entitled to a longevity increase under either Section D.2.a., D.2.b., or D.2.c.

E. Wage Scale

1. Effective the first full pay period in August 2027, the Employer shall implement the wage scale as set forth in Appendix C.

F. Bi-Lingual Pay Allowance

1. The Employer shall offer a language differential of \$650 per year (payable in installments each pay period) to any employee who is required by Employer to utilize a language other than English in the normal course of their daily work throughout the calendar year. Employer shall provide Union a list of employees who are required to utilize a language other than English in the normal course of their daily work throughout the calendar year and thus entitled to the language differential.

2. An employee shall be paid the language differential of \$25 per pay period for pay periods in which they are required by Employer to utilize a language other than English in their daily work on particular assignments, temporary projects, or campaigns.

3. Any requirement to utilize a language other than English that entitles an employee to the language differential must be confirmed to the employee in writing by the immediate supervisor.

ARTICLE 19. BENEFITS

A. Pension Plan and Health Fund

1. Full-time Unit employees shall participate in the Producer – Writers Guild of America Pension Plan (“Pension Plan”) and the Writers’ Guild – Industry Health Fund (“Health Fund”), subject to the rules of the Pension Plan and Health Fund. Regular part-time employees are eligible to participate in the Pension Plan, subject to the rules of the Pension Plan.

2. The WGAW shall be responsible for the Employer portion of contributions to the Pension Plan and Health Fund.

B. 401(k) Investment Plan

1. Employer shall offer a 401(k) investment plan to Unit employees and to maintain the level of benefits in effect on the effective date of this agreement, in accordance with the applicable plan document and subject to legal requirements for staff participation.

2. Participation in the 401(k) investment plan by a Unit employee shall be voluntary.

C. Cafeteria Plan

1. The WGAW shall offer full-time Unit employees a cafeteria plan, which offers flexible spending accounts for medical expenses and dependent care expenses.

2. Participation in the cafeteria plan by a bargaining unit employee shall be voluntary.

D. Life Insurance/Accidental Death & Dismemberment Insurance

1. Employer shall provide to each full-time Unit employee life insurance and AD&D insurance in the amount of the employee's annualized salary, subject to the limitations of the policy.

E. Disability

1. Employer shall provide to each full-time Unit employee a long-term disability plan to provide supplemental income in the event a full-time employee becomes disabled.

ARTICLE 20. HOLIDAYS

A. Holiday Observance

1. The following days are recognized as Guild holidays for which full-time Unit employees will receive paid leave. Part-time employees shall receive pro rata holiday pay only if the holiday falls on a regular work day. Paid holidays that fall on a Saturday will be observed on the preceding Friday; paid holidays that fall on a Sunday will be observed on the following Monday.

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May

Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday and Friday in November
Winter Holiday	December 24 and 25, and Employer shall select either December 23 or December 26 as a paid holiday each year.

2. For all Guild holidays, Unit employees will receive holiday pay equivalent to their regular rate of pay for seven and one-half (7.5) hours or one (1) day. Holiday pay is not considered compensation for hours worked.

3. If a paid holiday falls during an employee’s scheduled vacation, the holiday will not be counted against vacation leave.

4. An employee will not receive holiday pay if they are on an unpaid leave of absence.

5. Non-exempt employees who work on a Guild holiday will be compensated at their regular rate of pay for hours worked in addition to their holiday pay. After eight (8) hours of work on a holiday, non-exempt employees will be compensated at 1.5 times their regular rate of pay for all hours worked. After twelve (12) hours of work on a holiday, non-exempt employees will be compensated at two times their regular rate of pay.

6. Exempt employees who are required by their immediate supervisor to work on a Guild holiday will be granted compensatory time-off at mutually agreed-upon time, in addition to receiving holiday pay.

B. Closing Early

1. On the business day before an observed holiday the WGAW will close at 4:00 p.m., instead of 6:00 p.m.

2. On those days when the WGAW closes early, full-time Unit employees will receive five and one-half (5.5) hours of regular pay for hours worked and two hours of holiday pay.

ARTICLE 21. VACATIONS

A. Accrual

1. All regular and probationary full-time Unit employees shall accrue vacation leave on a bi-weekly basis in accordance with the following schedule:

Years of Service (Based on Anniversary Date)	Annual Vacation (Based on Anniversary Date)	Accrual Rate (Per Pay Period)
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Less than a year	12 days	3.47 hours
1 year	13 days	3.75 hours
2 years	14 days	4.04 hours
3 years	15 days	4.33 hours
4 years	16 days	4.62 hours
5 to 13 years	20 days	5.77 hours
14 or more years	25 days	7.21

2. Calculation of a Unit employee's vacation leave is from the employee's first date of hire, provided, however, if the employee has a break-in-service, the time not spent as a Guild employee shall not be counted for purposes of determining years of service for vacation accrual. Vacation leave is not earned during an unpaid leave of absence.

B. Maximum Accrual

1. An employee shall not earn vacation leave in any pay period in which the employee has forty-five (45) days of earned but unused vacation leave.

2. Earned but unused vacation leave may be carried over from year-to-year in an amount not to exceed forty-five (45) days. Once this maximum accrual is reached, no additional vacation leave will accrue until the employee's total of earned but unused vacation leave is less than forty-five (45) days.

C. Usage and Cash Out

1. New full-time Unit employees will earn vacation leave from their first date of hire, but may not use it until they have completed at least six calendar months of continuous Guild service.

2. Once per year, Unit employees shall have the right to cash out up to five (5) earned but unused vacation days, providing they have taken a minimum of fifteen (15) vacation days within the last year.

D. Work during Vacation

1. A non-exempt bargaining unit employee who is on an approved vacation leave and is required by the WGAW to work on Guild business during the leave will be credited with one hour of vacation time for each hour worked.

E. Scheduling Vacations

1. Vacations may be taken in weekly, daily (7.5 hours), or half-day (3.75 hours) increments for non-exempt employees, and must be taken in daily increments for exempt employees.

2. A Unit employee is not eligible to use paid vacation leave without the prior approval of the vacation schedule by the employee's immediate supervisor. Employees are required to give their supervisors prior notice of at least one

calendar week for vacations of three or more consecutive days. A supervisor may approve requests for three or more consecutive days of vacation without the one-week notice, but is under no obligation to do so. Prior notice of at least one business day must be given to the employee's immediate supervisor for vacation requests of a half-day up to two consecutive days. Supervisors may deny any vacation based on the operational requirements of the department. Should a vacation request be denied, a reason will be included with the denial.

3. An employee may only take vacation days if they have accrued them. It is the employee's responsibility to know whether they have sufficient accrued time before requesting time off.

4. Vacation usage and accrual information will be maintained by the Finance Department and provided to employees electronically.

F. Payment Upon Separation

1. Earned but unused vacation will be paid to Unit employees upon separation.

ARTICLE 22. SICK LEAVE

A. Accrual

1. Full-time employees shall earn sick leave at the rate of one (1) day of leave for each calendar month of employment (calculated at a rate of 3.47 hours per bi-weekly pay period). Part-time employees earn five (5) hours of sick leave for each calendar month of employment.

2. Accrual of sick leave will be limited to 130 days (975 hours). Once the maximum accrual is reached, no additional sick leave will accrue until the Unit employee's total of earned but unused sick leave is less than 130 days (975 hours).

B. Usage

1. An eligible employee's wage or salary will be continued for the amount of time accrued in the employee's sick leave account during absence from work caused by the following:

- a. mental/physical illness, injury, or health condition of the Unit employee or Family Member, including treatment thereof;
- b. preventative medical care of the unit Employee or Family Member;
- c. accident;
- d. closure of Employer by order of a public official for any health-related reason;
- e. closure of Employee's child's school or place of care by order of a public official for any health-related reason;

- f. any basis for which an employee is entitled to take sick leave under federal, state, or local law.
 2. Sick Leave Usage related to Domestic Violence, Sexual Offense, Stalking, or Human Trafficking
 - a. An eligible employee's wage or salary will be continued for the amount of time accrued in the employee's sick leave account during absence from work for the following purposes when the employee or Family Member has been the victim of domestic violence, sexual offense, stalking, or human trafficking:
 - i. To obtain services from a domestic violence shelter, rape crisis center, or other services program;
 - ii. To participate in safety planning, temporarily or permanently relocate, or take other actions to ensure the safety of the employee or Family Member;
 - iii. To meet with an attorney or other social services provider;
 - iv. To file a complaint or domestic incident report with law enforcement;
 - v. To meet with a district attorney's office;
 - vi. To enroll children in a new school; or
 - vii. To take any other actions necessary to ensure the health or safety of the employee or Family Member or to protect those who associate or work with the employee
3. Definition of Family Member. The definition of "Family Member" shall include any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
4. An employee is eligible to use sick leave as soon as they have an accrued leave balance.
5. The Guild may in its discretion require an employee to support a request for sick leave benefits with medical certification of illness, injury or disability. Supervisors may request written confirmation from health care providers documenting the date and time of appointments with physicians, dentists or other providers. Failure to provide written certification or documentation when requested may lead to a denial of benefits and possible disciplinary action.
- C. Increments
1. Non-exempt Unit employees may take sick leave in increments of one half hour or more per occasion.
 2. Exempt Unit employees must take sick leave in daily increments.

D. Notification

1. Unit employees shall make every reasonable effort to contact their immediate supervisor or designee to report an illness-related absence prior to their start time.

2. During any sick leave, an employee must maintain sufficient contact with their supervisor or make other suitable arrangements to inform the supervisor of employee's anticipated day of return to work.

E. Physician's Release Upon Return

1. Depending on the length and circumstances of an employee's sick leave, the Guild may require a physician's written release before the employee may return to work.

F. Exhaustion of Benefits

1. If an employee exhausts their accrued sick leave, the employee may be placed on medical leave of absence without pay. At the employee's request and with the approval of the head of the Human Resources Department and department head, earned but unused vacation leave may be used before placing the employee on unpaid leave.

G. Payment Upon Separation

1. Accrued unused sick leave may not be cashed out upon termination of employment.

ARTICLE 23. LEAVES OF ABSENCE

A. Family Care and Medical Leave

Employer shall comply with the Family Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). In the event any portion of this Article does not meet the requirements of FMLA or CFRA, FMLA and CFRA shall govern.

1. Use of Paid Leave for Family Care and Medical Leave

a. While leaves of absence are without pay, employees may elect to use accrued time off in the following manner: employees may first use accrued sick leave for their own medical leaves or to care for an eligible family member under FMLA or CFRA. Once their sick leave is exhausted, employees may elect to use accrued vacation leave.

b. Employees on leave to bond with a newborn baby or a child placed in their home for foster care or adoption, or during a leave for a qualifying exigency, may use accrued vacation leave.

2. Duration of Leave

a. The use of paid leave for family care or medical leave does not extend the total period for family care and medical leave beyond the maximum duration specified in Article 23.E.

b. An employee eligible for family care and medical leave who misses three or more consecutive days of work due to an occurrence covered by this provision will be deemed to have used such days toward the total available benefit.

c. Extensions of an initial period of family care or medical leave may be granted if the total amount of leave does not exceed the maximum duration specified in Article 23.E. and re-certification requirements are met.

d. If leave is taken intermittently or in conjunction with a reduced work schedule, the Guild has the right to transfer the employee temporarily to an alternate position with the equivalent pay and benefits, but which better accommodates the employee's leave schedule.

3. Effect of Leave on Benefits

a. During an employee's family care or medical leave, the Guild shall continue to pay for the employee's participation in group health plans, life insurance and disability insurance benefit plans, to the same extent and under the same terms as would apply had the employee not taken leave, so long as the employee has been employed for at least 1,250 hours in the 12 months preceding commencement of the leave. The cost of dependent health coverage and all other elective payroll deductions usually borne by the employee will remain the responsibility of the employee.

b. Employees on family care and medical leave accrue employment benefits, such as sick leave, vacation leave, or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

B. Pregnancy Disability Leave

1. Employer shall comply with the Pregnancy Disability Leave ("PDL") provisions of the California Fair Employment and Housing Act ("FEHA"). In the event any portion of this Article does not meet the requirements of FEHA, the FEHA shall control.

2. An employee taking pregnancy disability leave must first use accrued sick leave and may elect to use accrued vacation leave for all or a portion of the

leave. The substitution of paid leave for unpaid pregnancy disability leave does not extend the total duration of the leave to which an employee is entitled.

C. Paid Parental Leave Policy

1. Employer will provide eligible full-time employees with up to 12 weeks of paid parental leave (“PPL”) at their full regular (i.e., straight time) rate of pay. PPL will be available for (a) pregnancy disability; (b) bonding with a baby, newly adopted child or new foster placement; or (c) a combination of the two. PPL will not be available for other types of family leave (e.g., for the employee’s own illness or care of a family member).

2. PPL will only be available to Unit employees who are entitled to job protected leave under one or more of the applicable statutes. In other words, an employee who wanted to take PPL for baby bonding will be required to meet the hours requirement under CFRA/FMLA. There will be no additional time-in-service requirement for PPL.

3. Where the employee seeking to take PPL is entitled to one or both forms of statutory income replacement (SDI or PFL), PPL will be paid as a supplement to the statutory benefit so that the employee receives their full salary for the week in question, provided that an employee who is eligible for both SDI and PFL can elect to take the entire 12 weeks of PPL as family leave, after the birth or adoption of the baby or new foster placement of a child. The employee shall be required to apply for any income replacement benefit for which they are entitled.

4. The rules for utilizing sick and vacation leave benefits for pregnancy and parenting leaves shall exist in addition to PPL. For the avoidance of doubt, an employee taking PPL may not concurrently use other accrued paid leave such as vacation or sick leave such that the employee receives more than an amount equal to 100% of their salary.

D. Coordination of Benefits

1. Employees receiving State Disability Insurance (SDI) benefits, workers’ compensation benefits or Paid Family Leave (PFL) benefits through the State of California during a leave of absence may elect to use sick time, vacation time, or the Employer Paid Parental Leave (PPL) benefit in addition to the state benefit as long as they do not receive more than an amount equal to 100% of their salary from a combination of paid time, PPL, SDI, workers’ compensation and PFL benefits. The use of paid leave time or the receipt of PPL, SDI, workers’ compensation or PFL benefits does not extend the maximum leave entitlement under the PDL, FMLA or CFRA.

E. Limitation on Leaves of Absence

1. No leave of absence shall exceed 26 weeks subject to the following exceptions: (a) certain pregnancy leaves which, as required by statute, may exceed 26 weeks; (b) workers’ compensation leaves; and (c) a leave required to accommodate a qualified disabled worker. Employees who do not return to work at the end of an authorized leave (including any extensions) will be deemed to

have resigned. Employees who have been deemed to have resigned for exceeding a period of authorized leave are eligible to apply for reemployment with the Guild.

F. Military Leave

Leaves of absence for the performance of duty with the United States Armed Forces or with a reserve component thereof shall be granted when required by law.

ARTICLE 24. JURY DUTY

A. This policy applies to all regular full-time employees.

B. Exempt employees will receive full salary for any week in which they serve on jury duty in which they also perform work for the Guild, up to a maximum of two weeks.

C. Non-exempt employees will receive their regular hourly wage for time taken off while serving on jury duty up to a maximum of 75 hours.

D. An employee who has exhausted jury duty pay provided in Sections B. or C. above may elect to utilize accrued sick leave or vacation pay for the remainder of their service on a jury instead of taking unpaid leave.

E. Employees summoned to jury duty must give their supervisors reasonable notice of the need for time off. Employer may also require an employee to provide written verification of having served on jury duty from the court clerk.

F. Employees serving on jury duty must report to work when able to do so. Employees on juror "call-in" status must report to work at all times when they are not required to be present in the courthouse. Employees released from jury duty during the course of the work day are expected to contact their supervisors to determine whether they should report to work that day.

ARTICLE 25. BEREAVEMENT LEAVE [WGAW and PNWSU have language TA (12/7/2025)]

A. Employer grants up to five days of bereavement leave to all full-time and part-time Unit employees, consistent with California Government Code section 12945.7.

B. In the event of death of a Family Member or a reproductive loss event as defined in California Government Code section 12945.6, the Guild shall grant employee up to five working days with pay for bereavement leave. It shall be a violation of this Article for Employer to deny a request by an employee to take up to five days of bereavement leave in the event of death of a Family Member or a reproductive loss event as defined in California Government Code section 12945.6. The definition of "Family Member"

shall include any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

C. Employees will continue to be covered under all insured benefit plans while they are on bereavement leave.

ARTICLE 26. SENIORITY

A. Definition

1. For the purposes of this Agreement, seniority is total length of continuous service under employment to Employer. Should two employees have the same seniority, they shall flip a coin or pull 'high card' with a deck of cards to determine seniority order within the bargaining unit.

B. Continuous Service

1. Continuous service shall be calculated from the Unit employee's date of hire, or date of reemployment if following a break in continuous service.

2. There shall be no break in continuous service in the event a Unit employee:

- a. voluntarily resigns from their position and then returns within thirty (30) days of their resignation to the same or a different job position;
- b. takes an approved unpaid leave of absence; or
- c. was laid off from their job position and subsequently recalled.

3. Except as provided above, seniority shall terminate upon separation of employment.

C. Seniority List

1. Employer shall maintain an accurate Seniority List and the Union shall be provided with an updated copy of the list at the beginning of each calendar year or upon reasonable request.

ARTICLE 27. LAYOFF AND RECALL

A. Layoff

1. Employer shall have the right to determine the necessity of staff reductions through layoffs. Before laying off any Unit employee, Employer will give the Union at least 30 days' notice of the layoff and an opportunity to bargain about its effects, including consideration of opportunities for reassignment of the affected employee(s) within the Guild.

B. Layoff Process

1. Prior to implementing a layoff of any Unit employee in the department(s) undergoing layoff, Employer shall first separate:
 - a. Temporary employees performing work that is the same as, or comparable to, the work performed by a Unit employee in the department(s) undergoing layoff; and then
 - b. Full-time and part-time probationary employees performing work that is the same as, or comparable to, the work performed by a Unit employee in the department(s) undergoing layoff
2. Employee job performance and special skills (e.g., training, experience, education) will primarily govern with respect to the selection of employees for layoff. When two or more employees have essentially the same experience and abilities and have equal job performance ratings, seniority (as defined in Article 26) will govern.
3. Unit employees subject to the layoff shall be given 30 days' written notice or 30 days' payment in lieu of notice in addition to severance payable under Paragraph C.1. of this Policy.

C. Recall of Laid-Off Employees

1. An employee who is laid off shall be placed on a recall list. The employee shall remain on the recall list for up to 12 months after the date of layoff.
2. Before hiring new employees from outside the Guild, vacant positions will be filled by recalling qualified employees from the recall list. An employee will be considered qualified if, during their previous employment with the Guild, the employee (i) performed the essential duties of the vacant position; and (ii) received a satisfactory performance evaluation on their most recent annual performance evaluation prior to the layoff.
3. When selecting among multiple employees qualified for reemployment under this section, the seniority of the employee shall govern. Recalled employees will not be required to serve new probationary periods if recalled within 12 months of layoff.
4. The Union will be regularly informed of changes or updates to the recall list.
5. The Human Resources Department will notify a laid-off employee of an offer of recall by certified mail, telephone and email using the most recent contact information provided by the employee.
6. If an employee does not contact the Human Resources Department within 10 calendar days of the mailing date of the notice of recall to make satisfactory arrangements to return to work, the employee will no longer be considered for

that recall or for any future recall vacancies unless the Human Resources Department finds that exceptional circumstances prevented the employee from responding in a timely manner.

7. Refusal to accept two offers of reemployment shall cause the name of the person to be dropped from the reemployment list.

D. Severance Pay for Laid-Off Employees

1. An employee permanently laid off in accordance with this section shall receive severance pay, calculated at the employee’s rate of pay at the time of layoff, in accordance with the following schedule:

Up to 1 year	One week salary
1 year	Two weeks’ salary
2-3 years	Four weeks’ salary
4-9 years	Six weeks’ salary plus an additional three days for each year worked over four years
10 years	10 weeks’ salary plus an additional three days for each full year worked over 10 years, up to a maximum of 95 days of pay

2. Employees who resign or are discharged are not entitled to severance pay.

ARTICLE 28. WORKING CONDITIONS

A. No Discrimination

1. Employer’s policy is to provide equal employment opportunity for all applicants and employees. Employer will not unlawfully discriminate on account of race, sex, color, religion, creed, age, mental or physical disability, medical condition, military or veteran status, marital status, gender identity, gender expression, sexual orientation, ancestry, national origin, citizenship status, genetic information, AIDS/HIV, status as a victim of domestic violence, caste, political affiliation, union activity, concerted activity or any other ground prohibited by law. Employer strictly prohibits the harassment of any individual on any of the bases listed above.

2. Employer shall notify Union of the outcome of any investigation of discrimination against or harassment of a bargaining unit employee.
 3. Employer shall not retaliate against any employee who makes a complaint of harassment or discrimination.
- B. Safety
1. The Guild will maintain working conditions in compliance with applicable state, federal, and local laws and regulations.
 2. Employer shall notify Union of the outcome of any investigation of any workplace safety issue affecting a bargaining unit employee or employees.
 3. Employer shall not retaliate against any employee who makes a complaint about workplace safety.
- C. Nursing at Work
1. Nursing employees shall be entitled to reasonable paid break time and private space to pump/nurse at work after their child's birth, and Employer shall provide employees with space other than a bathroom that is functional for pumping/nursing, shielded from view, free from intrusion, and available as needed.
- D. Spiritual/Cultural Practices at Work
1. Employer shall respect the spiritual and cultural practices of employees whose spiritual or cultural practices require observance and/or prayer during scheduled work time.

ARTICLE 29. EXPENSES

- A. Employer shall comply with California Labor Code Section 2802.
- B. Bar Dues
1. Employer shall pay the California state bar dues for any Unit employee whose position Employer has determined requires the practice of law in California.
 2. Upon the approval of the Director of Legal Services and the Human Resources Department, Employer may pay for one or more California state bar sections.
- C. When an employee is arrested at the direction of the Employer, the Employer shall pay all expenses related to the arrest, including, but not limited to, bail, attorney fees and fines, and shall assume all judgments and awards against such employee related to the arrest. The employee shall be compensated for time spent away from work due to such arrest at their regular rate of pay.
- D. Employer shall make available to employee Employer-paid accounts to any third-party services the Employer determines the employee needs to use in the performance

of the employee's job duties, such as IMDB Pro or subscription streaming services. Such accounts shall not be used for non-work purposes.

E. Employer shall not require an employee to use a personal credit or debit card in the performance of the employee's job duties.

ARTICLE 30. DISCIPLINE (JUST CAUSE)

A. Discipline

1. No bargaining unit employee shall be disciplined except for Just Cause.

2. Employer shall apply principles of progressive discipline. The purpose of employee discipline is to correct the employee's actions, not to punish the employee. Employer may take the following forms of disciplinary action, depending on the nature and seriousness of the employee's misconduct:

- a. Documented verbal warning
- b. Written Warning
- c. Suspension
- d. Demotion
- e. Discharge

3. In the case of discipline under Section A. of this Article, the employee shall be given reasons in writing, and a copy shall be provided to the Union in accordance with Section D. of this Article.

4. The Employer will take disciplinary action against employees in a timely fashion, after any time reasonably necessary to complete an investigation.

B. Disciplinary Steps in Job Performance Cases

1. In cases involving unsatisfactory job performance, Employer agrees to follow the following disciplinary steps:

- a. Step 1: Documented verbal warning.
- b. Step 2: Written Warning.
- c. Step 3: Performance Improvement Plan ("PIP").

i. Employer may place employee on a PIP if Employee has received a Written Warning for unsatisfactory job performance within the preceding 12 months.

ii. The PIP shall state performance expectations; identify how the employee is not meeting those expectations; establish reasonable timelines to meet such goals; and identify the resources and opportunities for feedback that the Employer will provide to the employee.

iii. The employee shall be provided a copy of the PIP. A copy of the PIP shall be provided to the Union in accordance with Section D. of this Article.

iv. The employee's supervisor shall provide feedback to employee regarding employee's performance during the term of the PIP.

v. At the conclusion of the PIP, Employer will communicate, in writing, the outcome of the PIP, to the Unit employee and Union.

d. Step 4: Demotion or Discharge.

C. Employer and Union agree that performance evaluations, counseling, and training shall not constitute disciplinary action.

D. Employer will notify the employee of their right to union representation during investigatory interviews that could lead to discipline or disciplinary meetings. "Disciplinary meeting" shall mean a meeting in which Employer's decision to discipline the employee is communicated to the employee. Upon request, Employees shall be granted union representation during investigatory interviews that could lead to discipline or disciplinary meetings. During a disciplinary meeting, Employer shall furnish a copy of the disciplinary notice to the employee and union representative if the employee has requested union representation; if the employee has not requested union representation, a copy shall be provided to the Union within one (1) business day of the disciplinary meeting. The employee shall execute an acknowledgement of receipt of the disciplinary notice; however, such acknowledgement shall not be deemed an admission of any facts upon which the discipline is based or guilt.

E. The Union shall designate a union representative to be notified of all disciplinary actions.

F. Documented verbal warnings, ~~Written Warnings and PIPs~~ are grievable through Step 1 of the grievance and arbitration procedure, but are not arbitrable under Article 31.D. ~~For the avoidance of doubt, demotion or discharge resulting from the employee's failure to pass a PIP is grievable and arbitrable.~~

G. Documented verbal warnings and Written Warnings shall expire after twenty-four (24) months from the date of issuance and shall be removed from the employee's personnel file, unless there has been, within such 24-month period, a related occurrence of the misconduct or performance issue on which the documented verbal

warning or Written Warning was based. Expired verbal warnings and Written Warnings shall not be used in future progressive disciplinary actions, or grievance or arbitration proceedings.

ARTICLE 31. GRIEVANCE AND ARBITRATION

A. The following grievance and arbitration procedure shall be the exclusive means of resolving disputes concerning the interpretation, application, or alleged breach of any of the terms of this Agreement. A grievance (“Grievance”) is defined as (1) a dispute over the interpretation or application of this Agreement; or (2) an alleged breach or violation of this Agreement.

B. Prior to Union initiating a Grievance under C.1, the employee is encouraged to discuss the Grievance with their immediate supervisor. Upon request of the employee, the immediate supervisor (or designee) will discuss the Grievance with the employee within five (5) business days of the request, at a mutually satisfactory time. For avoidance of doubt, efforts to resolve the Grievance with the immediate supervisor shall not toll the Union’s deadline for initiating a grievance under Article 31.C.

C. Step 1: Grievance

1. The Union may initiate a Grievance within fifteen (15) business days after the Union obtained knowledge of the facts upon which the Grievance is based, but no later than 12 months after the occurrence of the facts upon which the Grievance is based.

2. A Grievance is initiated by Union’s submission of a written statement of the dispute and the remedy sought to Employer’s Executive Director or their designee.

3. Grievances not timely initiated by Union are waived.

4. Union shall present the Grievance at a Step 1 meeting with the-Executive Director or their designee. The meeting will be scheduled for a date within ten (10) business days of Union’s initiation of the Grievance. If Employer fails to schedule a Step 1 meeting within ten (10) business days of Union’s initiation of the Grievance, Union may advance the Grievance to Step 2.

5. Employer’s Executive Director or their designee shall respond in writing to the Grievance within ten (10) business days of the Step 1 meeting. Employer’s failure to respond to the Grievance within such time period shall be treated as a denial of the Grievance, and Union may submit the Grievance to arbitration in accordance with Section D. below.

6. By mutual agreement, the parties may waive Step 1 of the grievance procedure and proceed directly to Step 2.

D. Step 2: Arbitration

1. Union may submit the Grievance to arbitration by serving a written demand to Employer's Executive Director or their designee within ten (10) business days of receipt of the *Step 1* written response. Grievances not timely submitted to arbitration by Union are waived.

a. Before selecting an arbitrator, the parties may mutually agree to mediation.

b. If the parties mutually agree to mediation:

i. The parties shall attempt to obtain the services of a mediator from the Federal Mediation and Conciliation Service ("FMCS") or California State Mediation and Conciliation Service ("CSMCS").

ii. The mediation fees shall be shared equally by Union and Employer.

iii. If the Grievance is not resolved through mediation, the Union may arbitrate the Grievance in accordance with this Section D.

2. The arbitrator shall be selected from a jointly requested Los Angeles region list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). If Union and Employer cannot mutually agree to an arbitrator, the parties shall take turns striking the names of arbitrators until one name remains, who shall be selected as the arbitrator. The first strike shall be determined by lot. The striking shall commence within ten (10) working days of receipt of the FMCS list.

3. The arbitrator shall have the power to rule on their own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.

4. The arbitrator shall be requested to render a decision within thirty (30) days following the later of the submission of post-hearing briefs or the close of the hearing if the parties have waived the right to submit post-hearing briefs. Post-hearing briefs shall be due thirty (30) days after the close of the hearing, unless the arbitrator orders, or the parties mutually agree to, a different briefing schedule.

5. The arbitrator's decision shall be final and binding, provided, however, that the award of the arbitrator shall not in any way alter, modify, or amend this Sideletter or any Guild policy.

6. The arbitrator's fee and the costs of the arbitration shall be shared equally by Employer and Union, it being mutually agreed that all other expenses

including, but not limited to, fees for witnesses, transcripts, and similar costs incurred during such arbitration will be borne by the party incurring them.

E. The timelines set forth herein may be extended by mutual agreement.

ARTICLE 32. GENERATIVE ARTIFICIAL INTELLIGENCE

A. The parties 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). Agentic Artificial Intelligence (“Agentic AI”) is defined as an autonomous AI system that mimics human decision-making to solve problems and take action independently of a human. Neither GAI nor Agentic AI includes “traditional AI” technologies and those programmed to perform operational and analytical functions, nor shall GAI or Agentic AI include any technology or substantially similar technology currently used by Employer.

B. Employer presently has no intent to use GAI or Agentic AI, and has no intent to use GAI or Agentic AI in a manner that would result in a reduction in bargaining unit positions.

C. Employer agrees it will engage the Union concerning the potential uses of GAI and Agentic AI through the Labor-Management Committee.

D. If Employer intends to use GAI or Agentic AI and such use will have an impact on a mandatory subject of bargaining, Employer agrees that it will provide the Union at least 60 days’ notice and will comply with any bargaining obligation under the National Labor Relations Act. If Employer uses GAI or Agentic AI, Employer will provide paid training during work hours for any employee who is required to use GAI or Agentic AI.

E. Employer’s use of GAI or Agentic AI shall not result in a reduction in bargaining unit positions.

F. Any data collected and/or processed by GAI or Agentic AI systems must comply with applicable privacy laws, and shall not be used to undermine collective bargaining rights.

G. Any violation of this Article will be subject to grievance and arbitration procedures outlined in this Agreement.

ARTICLE 33. SAVINGS CLAUSE [WGAW and PNWSU have language TA (10/4/2025)]

- A. Should any portion of this Agreement be rendered or declared invalid by reason of law or court decree with competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- B. If any provision of this Agreement is held invalid, the Union and Employer agree that they shall promptly enter into negotiations for the sole purpose of attempting to achieve a mutually satisfactory replacement for such provision.

APPENDIX A

All full-time and regular part-time:

Accounts Payable Managers
Agency Specialist Is
Arbitration Administrators
Arbitration Coordinators
Assistant Administrators
Assistant Controllers
Assistant IIs
Assistant Theater Managers
Business Analyst/Project Managers
Business Representatives
Communications Specialists
Compliance & Collections Coordinators
Contracts & Information Analysts
Contracts Business Reps
Contracts Counsels
Contracts Information Specialists
Coordinator Is
Coordinator IIs
Coordinator IIIs
Coordinator IVs
Counsels
Credits Arbitration Counsels
Credits Assistants
Credits Project Coordinators
Data Compliance Analysts
Data Management Assistant IIs
Database Developer IIs
Declarations Coordinator IIIs
Enforcement Specialists
Enforcement Specialist/Organizers
Estates, Claims & Records Specialists
Excerpts & Residuals Claims Representatives
Executive Assistants
Financial Assurances Coordinators
Help Desk Supports
Information Specialist Is
Junior Systems Administrators
Legal Assistants
Legal Residuals Coordinators
Member Support Coordinators
Membership Coordinator IIs
Multimedia Specialists

Operations Coordinator IIs
Payroll Accountants
Representative/Organizers
Research & Policy Analysts
Residuals Business Reps
Residuals Claims Representatives
Residuals Intake Coordinators
Residuals Processing Assistants
Residuals Processing Coordinators
Senior Business Representatives
Senior Database Administrators
Senior Epicor Accountants
Senior Quality Assurance/Prod Sys Analysts
Senior Representative/Organizers
Senior Research & Policy Analysts
Senior Residuals Claims Representatives
Senior Screen Credits Compliance Coordinators
Senior Systems Administrators
Senior Website Editors
Signatories Coordinator IIs
Software Engineers
Specialist Is
Staff Accountant - A/Ps
TV/New Media Data Tracking Coordinators

APPENDIX B

APPENDIX C—WAGE SCALE

1. The wage scale below shall establish the minimum salaries for each grade with respect to full-time employees, and shall be implemented effective the first full pay period of August 2027 pursuant to Article 18.E.

Grade	Hire	1	2	3
7	\$ 58,710.00	\$ 60,177.75	\$ 61,682.19	\$ 63,224.25
8	\$ 60,471.30	\$ 61,983.08	\$ 63,532.66	\$ 65,120.98
9	\$ 62,285.44	\$ 63,842.57	\$ 65,438.64	\$ 67,074.61
10	\$ 64,153.68	\$ 65,757.53	\$ 67,401.46	\$ 69,086.50
11	\$ 73,645.00	\$ 75,486.13	\$ 77,373.28	\$ 79,307.61
12	\$ 84,460.00	\$ 86,571.50	\$ 88,735.79	\$ 90,954.18
13	\$ 96,820.00	\$ 99,240.50	\$ 101,721.51	\$ 104,264.55
14	\$ 111,240.00	\$ 114,021.00	\$ 116,871.53	\$ 119,793.31

2. The Employer shall implement the across-the-board wage increase provided in Article 18.D.1.c. of the Agreement prior to implementing the wage scale.
3. If a full-time employee’s salary is below the applicable minimum salary of their grade and their respective year(s) of service in the grade after the implementation of the wage scale, the Employer shall adjust the employee’s salary to the appropriate minimum.
4. After implementation of the wage scale, full-time employees who are paid the minimum for their grade and their respective year(s) of service in the grade shall advance to the next step of the scale on the anniversary date of their employment.
5. After implementation of the wage scale, full-time employees whose salaries exceed the applicable minimum salary of their grade and their respective year(s) of service in the grade shall be eligible to receive longevity increases as provided in Article 18.D.2.

**SIDELETTER—IMMIGRATION, CITIZENSHIP, AND WORK AUTHORIZATION
[WGAW and PNWSU have language TA (10/22/2025)]**

Pacific Northwest Staff Union (“Union”) and Writers Guild of America, West, Inc. (“Employer”) enter into this Sideletter to the Agreement to address issues related to immigration, citizenship, and work authorization. Accordingly, to the extent not addressed by the parties’ Agreement (including this Sideletter), the parties will negotiate over issues related to compliance with the Immigration Reform and Control Act (“IRCA”) and any other current or future legislation, government rules or policies related to immigration that impact the terms and conditions of employment of Unit employees.

A. Protection of Rights During Workplace Immigration Enforcement

1. The Employer will promptly notify the Union if the Employer is contacted by the Department of Homeland Security (“DHS”) or Immigration and Customs Enforcement (“ICE”) for any purpose or if a search and/or arrest warrant, administrative subpoena or other request for documents is presented so the Union can take steps to protect the rights of Unit employees.
2. Further, the Employer will:
 - a. Refuse admittance of any agents of DHS or ICE who do not possess a valid warrant signed by a federal judge or magistrate.
 - b. Not reveal to the DHS names, addresses or immigration status of any Unit employee, except pursuant to a valid warrant or subpoena signed by a federal judge or magistrate.
 - c. Permit inspection of I-9 forms by DHS or DOL only after a minimum of three (3) written days’ notice from DHS or DOL. The Employer shall provide no documents other than the I-9 forms to the DHS for inspection in the absence of a valid DHS administrative subpoena, or a search warrant or subpoenas signed by a federal judge or magistrate. Absent notice from DHS, ICE or any other federal state or local enforcement agency, the Employer will not conduct an audit or any other type of inspection of its I-9 forms or personnel records, and will not allow any other private or public entity to conduct such an audit or inspection.
 - d. Where DHS notifies the Employer that certain employees do not appear to be authorized for continued employment, the Employer will provide the employees with a reasonable opportunity of not less than two (2) weeks to present other documents as listed on Form I-9 to establish their employment authorization.

e. Nothing in this provision shall be interpreted to limit the employee's rights to continued employment under the "receipt rule," which grants employees ninety (90) days after notice from the Employer to present a replacement document of a previously issued but expired employment authorization.

B. Reverification of Work Authorization

1. The Employer will not require that an employee reverify their authorization to work unless the employer obtains actual or constructive knowledge that the employee is not authorized to work in the United States. "Actual or constructive knowledge" means such knowledge that would subject the employer to liability under the employer sanctions provisions of the immigration laws, 8 U.S.C. 1324a. "Reverification" means requesting that an employee show documents that purport to prove their authorization to work in the United States, and includes a request to provide proof of a valid Social Security number. In the event that the employer determines it has the requisite "actual or constructive knowledge" that requires it reverify an employee's authorization to work, the Employer will:

a. Prior to notifying the employee, notify the Union and provide the Union with the factual basis for that determination.

b. The Employer agrees to treat an employee's period of removal from employment due to the expiration of the employee's work authorization document or inability to provide documentation of proper work authorization as an unpaid leave of absence and reinstate the employee to the job without loss of seniority if the employee provides appropriate documentation of proper work authorization within a reasonable period of time, taking into account Employer's operational needs. Benefits shall not accrue during such period of unpaid leave.

c. Employer will not terminate the employee unless the Employer has complied with sections (a) and (b) above.

C. Social Security "No-Match" Letters

1. In the event that the Employer receives notice from the Social Security Administration ("SSA") indicating that an employee's name and Social Security number ("SSN") that the Employer reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA's records, the Employer agrees to the following:

a. The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union.

b. The Employer will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such employee, on account of the employee being identified in a social security no-match letter.

c. The Employer will not require that employees listed on the notice bring in a copy of their Social Security card for Employer to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status.

d. The Employer will not contact any governmental agency about the work authorization status of any Unit employee on account of receiving a no-match letter from the SSA.

e. The Employer will not interrogate any employee about their Social Security number.

D. Corrections to Records

1. An employee may notify the Employer of a change in name or Social Security number, and the Employer will modify its records to reflect such changes. Such employees shall not have their seniority or employment status affected or suffer any loss of benefits as a result of notifying the Employer of such changes. The Employer may not discharge or in any manner discriminate, retaliate or take any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect change to their lawful name or valid Social Security number.

E. Leaves of Absence for Citizenship and Immigration-Related Issues

1. Employer may grant Employee unpaid leave for dealing with issues related to citizenship or other immigration protections/proceedings for themselves or their immediate family, including but not limited to applications, appointments, detention, denial of reentry to the United States, or other travel restrictions.

F. Work Assignments

1. An employee who reasonably believes a work assignment puts their personal safety at risk due to their citizenship or immigration status should immediately raise the matter with their immediate supervisor. Employer will consider a reasonable accommodation to address such concern with the work assignment. An employee will not be disciplined for refusing a work assignment due to a reasonable fear for their personal safety based on the employee's citizenship or immigration status.

G. It is acknowledged that this MOU shall not be interpreted to cause the Employer to knowingly hire or continue the employment of any person not authorized to work in

the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1), or to otherwise violate the law. Employer shall comply with the non-discrimination provisions of IRCA, and any state or local law providing protections to employees based on national origin or immigration status.

SIDELETTER—REMOTE WORK

A. Both parties recognize the value and necessity of regular in-person collaboration for the effective representation of writers and for the advancement of the labor movement generally. Both parties recognize that remote work is a benefit to employees and can have a positive impact on employee productivity. Remote work is permitted to the extent employees are able to fully perform their job duties and further the mission of the Guild.

B. Full-time Employees are permitted to work remotely two (2) days per week. The foregoing shall not apply to any employee whose job duties require the employee to work on-site more than three days per week as determined by the Employer. Work on-site for 7.5 hours per day is required on Tuesday and Wednesday of each workweek. Subject to approval of the employee's immediate supervisor (which shall not be unreasonably withheld), employees may select the third workday that the employee regularly will work on-site for 7.5 hours per day.

C. An employee required by Employer to work on-site on a day the employee is scheduled to work remotely may be allowed, with the advance written approval of the Employer, to work remotely on one of the following seven (7) days the employee is scheduled to work on-site.

D. The parties recognize the importance of employees adhering to the schedule of on-site work days. An employee may request to work a day remotely on a scheduled on-site work day. Such request must be approved in writing by the Employer before the employee is authorized to work remotely on a scheduled on-site day. If the request is approved, the employee shall be required to work on-site on one of the following five (5) days the employee is scheduled to work remotely.

E. Both parties recognize that operational needs of a labor union may require the suspension of remote work. Employer has the right to suspend the remote work policy for some or all employees based on operational needs, such as a strike, negotiations, contract or organizing campaign, or similar Guild initiative.

F. The parties agree that the administration of this Sideletter is an appropriate subject for discussion at the Labor-Management Committee.

G. This Sideletter shall not be construed to limit Employer's obligation to provide reasonable accommodations to employees as required by applicable law.

H. The parties recognize that the remote work policy may need to change due to Employer's operational needs. Accordingly, this Sideletter shall expire on July 31, 2028.