COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

VICE MEDIA LLC

April 18, 2016 – December 31, 2018

COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE I - RECOGNITION

The Company recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the "Act") of a unit of full-time and regular part-time staff writers, reporters, senior investigative reports, editors, assistant editors, associate editors, copy editors, contributing editors, section editors (e.g., crime, culture, defense and security, environment, politics, and style), deputy editors, evening/weekend news editors, features editors, managing editors, night editors, west coast editors, homepage editors, photo editors, senior associate editors, senior editors, senior social editors, social editors, multimedia editors, researchers and editorial assistants employed by Vice for the creation of Vice-branded written content for publication on Vice.com, Vice Magazine and the Vice digital verticals (e.g., Vice News, Noisey, Motherboard, Munchies, Vice Sports, The Creators Project, Thump, i-D, Fightland, and Broadly), excluding all other employees, managers, clerical employees, guards, professional employees and supervisors as defined in the Act.

At the beginning of each month the Company will provide to the Guild a list of all unit employees, including their dates of hire, job titles, compensation, and, to the extent these are available to the Company, addresses, cell phone numbers, and email addresses.

ARTICLE II – UNION SECURITY

A. The Employer agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later. This provision will not apply to non-unit employees whose job consists primarily of non-unit duties, or to non-unit employees who are temporarily placed in unit jobs to fill in for unit employees who have been assigned elsewhere (for a period not to exceed three months).

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

C. Nothing in this Article shall be construed to require the Employer to cease employing any Employee if the Employer has reasonable ground for believing that:

(l) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

(2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

D. If the Employer should employ an applicant not a member of the Union, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

ARTICLE III – DUES CHECKOFF

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

WRITERS GUILD OF AMERICA, EAST

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

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

WITNESS:_____ SIGNATURE:_____ DATE:_____

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

ARTICLE IV – GRIEVANCE AND ARBITRATION

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

good faith by the designated representatives of the parties in an effort to attain an amicable settlement.

B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than ninety (90) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company and the WGAE shall meet within ten (10) days of receipt of the written grievance.

C. If the grievance is not resolved, the grieving party may, within ninety (90) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within one hundred twenty (120) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision. No award in any such arbitration shall be retroactive to a date more than ninety (90) days prior to the date when the grievance was presented.

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

E. A failure to submit a grievance or demand arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance and/or the arbitration as the case may be. Arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party's sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law.

F. The WGAE agrees and acknowledges that it is unaware of any Company employment policy or practice in effect as of the commencement of the term hereof that violates this Agreement, and the WGAE shall not grieve or otherwise object to any such current policy or practice of which it is aware.

ARTICLE V – NO-STRIKE/NO-LOCKOUT

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

ARTICLE VI – MANAGEMENT RIGHTS

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

The rights which shall remain within the sole and exclusive control management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

ARTICLE VII – COMPENSATION

All bargaining unit full-time and regular part-time employees on payroll at the date of ratification shall receive a minimum increase in their rate of pay of 14%, retroactive to January 1, 2016, subject to a minimum salary increase for all full-time employees on payroll at the date of ratification of $8,000.

All full-time and regular part-time employees on payroll on January 1, 2017 shall receive a minimum increase in their rate of pay of 5%.

All full-time and regular part-time employees on payroll on January 1, 2018 shall receive a minimum increase in their rate of pay of 5%.

The parties understand that the Company may, in its sole discretion, grant increases to employees greater than these minimum increases.

No full-time employee shall have a salary of less than $45,000.

The parties understand that the Company may pay increases in compensation beyond the minimums set forth in this agreement, at its sole discretion.

ARTICLE VIII – BONUSES

In the event the Company decides to offer performance-based non-equity bonuses to any employee, the Human Resources department will notify the affected employee in writing of the guidelines and criteria upon which the bonus will be awarded, with an estimate of the amount of bonus money that may be available, and the timing of the payment(s), should any be earned.

Decisions over the terms on which discretionary compensation is offered or to whom the offer is made shall not be subject to the grievance and arbitration provisions of this agreement.

ARTICLE IX – HEALTH BENEFITS

The Company will not change its health benefits (medical, prescription, dental and vision) in 2016. If the Company determines it must make plan design changes in future calendar years that will affect either deductibles, co-payments, co-insurance, or premiums paid by employees, the Company will meet and discuss those changes with the Union, and if the Union requests, discuss alternative plan designs. While there is no obligation to agree to an alternative plan design, if an alternative design is agreed upon by the Company, the alternative plan will be the only plan available to the unit. In no event shall the Company change the plan design such that its cost per covered participant at each level of plan (single employee coverage, employees plus one, employee plus family) decreases from 2016 levels.

ARTICLE X – 401(K)

After one (1) full year of service, the Company will match each employee's contributions to the 401(k) plan on a one-for-one basis, to a maximum employer contribution of 3% of employee's pay. Said contribution shall be deposited in each employee's 401(k) account on December 31 of the calendar year of the employee's contribution, and shall be subject to a vesting schedule by which 20% of the employer contribution shall vest at the time of the first employer matching contribution, 30% of the total employer contribution shall vest on the December 31 one (1) year from the date of the first employer matching contribution, and the remaining 50% of the employer's total matching contribution shall vest on the December 31 two (2) years from the date of the first employer matching contribution.

For example:

Employee A began their employment on July 1, 2015. On December 31, 2016, the Company will deposit into Employee A's 401(k) an employer matching contribution equivalent to 50% of Employee A's contributions for 2016 (as Employee A's 1-year anniversary occurred 6 months into 2016), subject to a maximum employer contribution of 3% of employee's 2016 pay. On December 31, 2016, 20% of that employer contribution will vest, so that if Employee A leaves the Company on January 1, 2017, they retain 20% of the total employer matching contribution. On December 31, 2017, another 30% of the total employer contributions will vest, and on December 31, 2018, the remaining 50% of the total employer contributions will vest. On December 31, 2019, Employee A would become vested in 100% of all previous and future employer contributions, so that if they left the Company on January 1, 2020, they would retain all employer contributions to date.

ARTICLE XI – ALL OTHER BENEFITS

All other benefits shall continue to be offered on the same terms as offered to non-unit employees, as may be changed from time to time.

ARTICLE XII – COMPENSATORY TIME

Any employee required by a supervisor or manager to perform work on a scheduled non-work day is eligible for compensatory time off. The use of compensatory time off must be pre-approved by the employee's supervisor or manager in advance, and in writing. Work beyond 8 hours on a regularly-scheduled work day does not trigger compensatory time off.

ARTICLE XIII – TERMINATION AND SEVERANCE PAY

An employee who is terminated with less than 6 months of employment or who is terminated for gross misconduct is not entitled to severance pay.

An employee who is terminated after 6 months but less than one year of employment shall, upon execution of a standard Company waiver and release agreement, receive at least 2 weeks of severance pay. An employee with at least one year of employment but less than two years of employment shall, upon execution of a standard Company waiver and release agreement, receive 4 weeks severance pay. An employee with at least two years of employment but less than three years of employment shall, upon execution of a standard Company waiver and release agreement, receive 6 weeks severance pay. An employee with at least three years of employment shall, upon execution of a standard Company waiver and release agreement, receive 2 weeks severance pay per full year of service, with a maximum payment of 12 weeks of severance pay. The Company will pay for the cost of COBRA coverage for as many weeks as the employee receives severance pay, provided employee enrolls in COBRA.

In the event of a layoff that would trigger a WARN notice under state or federal law, employees shall receive, in addition to the WARN notice (or pay in lieu thereof), one week of severance pay for each year of service, with a cap of 8 weeks of severance pay.

Prior to being terminated for reasons other than gross misconduct or a more general reduction in force (e.g., an economic layoff), an employee shall be given notice of the reason for potential termination and an opportunity to cure - the decision to terminate at the end of the notice period remaining solely within the discretion of the Company. However, in lieu of notice and an opportunity to cure, the Company may pay the employee notice pay of four weeks (two weeks for an employee with at least six months but less than one year of employment, three weeks for an employee with at least 1 year of employment but less than 2 years of employment). This notice pay shall be in addition to severance pay.

ARTICLE XIV – REUSE OF WORK

1. If an employee wants to create and/or distribute Intellectual Property ("IP") deemed to be competitive with VICE, create and/or distribute IP to entities deemed to be competitive with VICE, or create and/or distribute IP that is in a substantially similar format to IP that employee regularly creates for VICE, employee must obtain permission from his or her supervisor. VICE's determination of what IP or entities are competitive with VICE, or what IP is in a substantially similar format to IP regularly created for VICE, shall be made reasonably. VICE shall respond to such requests within 14 days.

2. If an employee wants to create IP that is directly derived from work the employee developed or created for VICE, or is based upon VICE IP, employee must in all cases

obtain permission from his or her supervisor, which VICE may absolutely deny. Such decision shall not be subject to the grievance and arbitration process.

3. If an employee wishes to create and distribute new IP outside of the scope of their VICE employment, employee must notify their supervisor in writing (e-mail sufficing) to avoid any contention that the IP is within the scope of employment. If VICE believes such new IP is within the scope of employment, VICE shall notify employee within 14 days of the request.

4. If an employee wishes to create and distribute new IP as described in 1, 2 or 3, then:

    a. Employee must have received permission pursuant to 1, 2 and 3 above;
    b. VICE shall have the option to produce and/or distribute the IP;
    c. If VICE elects to produce and/or distribute the IP, then terms are subject to good faith negotiation between VICE and employee (which will include payment terms);
    d. If VICE declines to produce and/or distribute the IP, or the parties do not agree to terms, then employee is free to produce and/or distribute the IP via himself/herself or via a third party, subject to last matching rights by VICE.

5. The creation and distribution of outside IP cannot interfere with employee's obligations to VICE.

6. If VICE creates a derivative work that (a) is based upon IP created by employee within the scope of employee's employment at VICE; (b) was publicly exhibited by Company previously; and (c) for which employee received a by-line in connection with Company's previous public exhibition, then employee shall receive a credit in the derivative work substantially in the form of "Based on the article written by [NAME] for Vice Media".

7. Any grant of permission made by VICE to an employee under any aspect of this provision shall be specifically deemed to not create a practice and may not be used as evidence in any arbitration arising from a separate dispute over any aspect of this provision.

8. Except as otherwise provided herein, any dispute arising under this Article XIV shall be subject to the grievance and arbitration provisions of this Agreement, except that such claims must be filed within 30 days of the occurrence of the facts underlying the dispute.

ARTICLE XV – EDITORIAL INDEPENDENCE

Employees shall not be required by the Company to work on branded content.

It is understood that it is not a core job function of editorial employees to participate in the creation of sales pitches to advertisers.

The Company will consult with the Union before making any changes to its Editorial Policy or its Workflow (as presented to the Union on April 7, 2016).

ARTICLE XVI – COMMITTEE ON TRANSPARENCY AND WORKPLACE ISSUES

Upon request of either party, employee bargaining unit representatives and Company representatives will meet to discuss relevant issues including:

- The intersection between editorial and business
- General issues related to non-confidential aspects of the business
- Working conditions
- Diversity
- Workloads
- Staffing levels

Meetings will not take place less than monthly and shall last one hour, unless modified by mutual agreement. There shall be a bargaining unit co-chair and Company co-chair who shall meet in advance of the meeting to set an agenda.

This committee will function as a place at which information and perspectives are shared. The committee will not have the authority to implement changes in policy or practice, although the union and the Company might choose to take action based on the committee's discussions.

ARTICLE XVII – TERM OF CONTRACT

Except as otherwise provided elsewhere herein, this Agreement shall be effective April 18, 2016, and shall continue in effect to December 31, 2018.

SIGNED this 10 day of May, 2016, at New York, New York.

VICE MEDIA LLC

By _____
ALYSSA MASTROMONACO, COO

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

By _____
Lowell Peterson, Executive Director