

## **Collective Bargaining Agreement**

### **Writers Guild of America, East and Vice Media, LLC**

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

#### **Article 1 – Recognition**

The Company recognizes the WGAE 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 regular full-time and regular part-time employees employed by Vice Media, LLC (“Employer” or “Company”) who produce video for distribution on the VICE Media, LLC owned and operated digital verticals in the following positions, excluding all other employees, managers, clerical employees, guards, professional employees and supervisors as defined in the Act:

- Archival Producer
- Associate Producer
- Associate Producer/Shooter
- Content Coordinator
- Junior Producer
- Junior Producer, Daily VICE
- Producer
- Producer/Shooter
- Production Coordinator
- Researcher
- Story Producer

and other employees hired to perform the same or similar work.

#### **Article 2 – Union Security**

A. The Employer agrees that it will not continue any Employee in its employ under this Agreement unless he/she /ze 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 /their employment, or the effective date of this Agreement, whichever is later.

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:

1. 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.

WRITERS GUILD OF AMERICA

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

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing herein, 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: \_\_\_\_\_

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

E. The Company shall not prevent new employees from meeting with Shop Stewards to review the terms of the collective bargaining agreement, subject to mutual scheduling concerns and the of the needs of the business.

F. Bargaining Unit Job Postings will include "this position is represented by a labor union and covered by one or more collective bargaining agreements."

G. On a monthly basis, the Company shall supply the Guild with a list containing the following information for each bargaining unit employee:

- a. name, home address, job title, salary, hire date and work e-mails, gender (self identified), race (self identified),
- b. if the employee has authorized the Company in writing, the employee's personal email, cell phone, and date of birth

- H. On a monthly basis, the Company shall supply the Guild with a list containing the following information:
- a. the names of any employee who has left the Company or the bargaining unit.
  - b. the names of any employee who has received an increase not required by this Agreement, the amount of the increases, the resulting new salary, and the effective date of the increase.

### **Article 3- 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 4 – Management Rights**

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

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company 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 5 - 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.

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. Except in cases of harassment, 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 Union shall not grieve or otherwise object to any such current policy or practice of which it is aware.

#### **Article 6 - Non-Discrimination**

Employees will not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex (including pregnancy, childbirth, or related medical conditions), genetic predisposition or carrier status, socio economic background, immigration status, criminal convictions, age, disability, marital status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law. Accordingly, the Company shall continue its practice and policy of providing for reasonable accommodations regarding these factors, including employees' work schedule changes for religious observances and holidays, family status accommodations for such

responsibilities as breastfeeding and child care, accommodations for transgender members such as safe washrooms, and accommodations for persons with disabilities.

The parties acknowledge that discrimination shall not be tolerated based on any factor that is not relevant to the Employee's job duties.

The Company shall continue to provide for reasonable accommodation for employees in accordance with law.

The Company will engage in an interactive process to determine the reasonable accommodation.

The Company shall continue to enforce its current nondiscrimination against and accommodation of individuals with disabilities policy and ensure that the policy is available to all employees. If the policy is amended, the union shall be provided advance notice of the change.

Subject to the below conditions, this provision does not waive an employee from pursuing claims made pursuant to Title VII of the Civil Rights Act, the American with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights La, or any other similar laws, rules or regulations.

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article 5 or in a court of competent jurisdiction, but he, she or they shall not pursue both. If the employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

Once an arbitration has been initiated under this Agreement, an employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

Nothing in this provision shall be interpreted as limiting an Employee's right to file a charge of discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws.

If the Company implements a mandatory dispute resolution program that is generally applicable to its non-represented employees, such program shall be applicable on the same terms and conditions to employees under this Agreement.

## Article 7 - Labor Management Committee

A committee comprised of both union members and management will convene within 60 days of the ratification of this agreement. The committee will meet monthly, with the option, in case of emergency, to meet sooner. The committee will discuss issues of mutual concern. The committee shall have no authority to implement changes in policies or practices, to modify the Agreement, or to bind either party to any agreement although the union and the Company may choose to take action based on the committee's discussions.

## Article 8 - Compensation

A. **General Increases.** Effective January 1, 2019, all employees shall receive an increase in base pay of 3.5% or an increase to the below minimum salary whichever is higher. In addition, if an employee hired before January 1, 2018 did not receive an increase of 3.5% or more within September 2017 to December 31, 2018, they shall receive a \$1000 ratification bonus.

Effective January 1, 2020, all employees shall receive an increase in base pay of 3.0%

Effective January 1, 2021, all employees shall receive an increase in base pay of 3.0%

### B. **Minimums**

Grade 1 - \$52,000; Effective January 1, 2021, \$53,000

Content Coordinator  
Production Coordinator  
Researcher

Grade 2 – \$62,000; Effective January 1, 2020 \$63,500; Effective January 1, 2021 \$65,000

Archival Producer  
Associate Producer  
Associate Producer/Shooter  
Development Associate Producer  
Junior Producer

Grade 3 -- \$73,000

Producer  
Story Producer  
Producer/Shooter

C. **Non-VICE Payrolled Employees.** The scale for non-VICE payrolled bargaining unit employees shall be 5% higher than the minimum scale for staff.

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

E. No bargaining unit staff employee shall have their salary reduced during the term of this agreement (except if they change from full-time to part-time status). The Company may renegotiate the salary of any freelance employee who converts to staff.

F. No bargaining unit employee shall have their title reduced if, upon ratification, the minimum salary associated with their current title would result in a pay raise.

G. Upon promotion to a higher classification, an employee shall receive the minimum for the new position or a meaningful increase, whichever is higher.

## **Article 9 - Benefits**

### **A. Staff Employees**

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.

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.

Transgender and other Gender fluidity benefits/coverage: The Company shall adopt the WPATH (World Professional Association for Transgender Health) standards in health care coverage as provided to the Company during the course of this negotiation.

### **B. Non-VICE Payrolled Employees**

The Company agrees, in addition to all wages and other sum required to be paid hereunder, to make contributions on behalf of each non-VICE payrolled bargaining unit employee covered by this agreement to the Entertainment Industry Flex Plan ("the Flex Plan") or its lawful successor. During the period from 1/1/2020 to 12/31/2020, the Company will make contributions on behalf of each such non-VICE payrolled bargaining unit employee in the sum of \$14 per day. During the period from 1/1/2021 to 12/31/2021, the Company will make contributions on behalf of each such non-VICE payrolled bargaining unit employee in the sum of \$16 per day.

The Flex Plan is a Trust, operated pursuant to the terms and provisions of a written Trust

Agreement and employer agrees to be bound by all the terms and conditions of the Trust Agreement(s) as they may be amended from time to time, including all decisions and determinations made by the Trustees or any impartial umpire as authorized by the Trust Agreement(s).

Payment of contributions to the Flex Plan as herein provided must be received by the Plan by the 15th day of the calendar month following the payroll month in which the Employee worked and shall be deemed delinquent thereafter. Payment of contributions to the Flex Plan is otherwise subject to the rules, regulations and procedures of the Flex Plan. Voluntary employee contributions have a limitation of 85% and must be remitted as soon as they may be segregated from the general assets of the employer, but in no event be received later than 15 business days after the day the funds are withheld from Employee's wages in accordance with 29 CFR 2510.3-102. For more information go to [www.flexplan.com/remit](http://www.flexplan.com/remit)

Payments and remittance report should be mailed to:

Entertainment Industry Flex Plan  
PO Box 60669  
Los Angeles CA 90060-0669

#### **Article 10 - 401(k)**

All full-time bargaining unit employees on VICE payroll shall be eligible to participate in the Company 401(k) plan on the same terms and conditions as non-bargaining unit staff employees.

#### **Article 11 - Paid Time Off & Leaves of Absence**

The Company paid time off (holiday, vacation and sick leave) policies and leaves of absence policies shall apply to full-time bargaining unit employees on VICE payroll, on the same terms as they apply to non-bargaining unit employees on VICE payroll, which may be changed from time to time at the Company's sole discretion. Notwithstanding any changes to the policy, the parties agree that the total number of days made available to bargaining unit employees on VICE payroll under the Company's paid time off policies may not be reduced during the term of this Agreement. Further notwithstanding the above, pay for jury duty leave under the Company policy shall not be capped.

#### **Article 12 - Compensatory Time Off**

Overtime exempt employees required by a supervisor or manager to perform work on a scheduled non-work day are eligible for compensatory time off. Work beyond 8 hours on a regularly-scheduled work day does not trigger compensatory time off.

When an employee wants to take compensatory time, they shall inform their manager or supervisor through Workday, including the proposed time off. The manager or supervisor shall inform the employee through Workday (or similar HRIS system) as to whether the proposed time



off can be accommodated, or whether alternative time off must be agreed upon between the employee and the manager or supervisor. The proposed time off shall not be unreasonably denied.

VICE shall continue to comply with city, state and federal regulations regarding overtime.

### **Article 13 - Discipline and Discharge**

A. All bargaining unit employees shall be subject to a 90 days probationary period, during which the Company has the sole discretion to terminate employment.

The probationary period shall be 60 days for former employees who have passed the probationary period, have been rehired within 3 months of the end of their last employment with the Company for to produce video for distribution on the VICE Media, LLC owned and operated digital verticals and who were not dismissed for just cause. After the fifth time of re-employment within three years”) to produce video for distribution on the VICE Media, LLC owned and operated digital verticals, the probationary period shall be two weeks those re-hired employees.

B. The Company shall have the right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to bargaining unit employees for just cause, which shall include but is specifically not limited to:

- i. misconduct;
- ii. poor work quality and poor work performance;
- iii. unsuccessful completion of a performance improvement plan (“PIP”);
- iv. insubordination or other failure to perform your duties;
- v. failure to comply with Vice Media, LLC policies;
- vi. theft, fraud, embezzlement, misappropriation, or reckless or willful destruction of the Company’s property;
- vii. physical violence or threats of violence of any kind; and/or
- viii. any other action or activity that rise to the level of requiring termination that is not arbitrary or capricious

In addition to any other evidence or justification, the Company may demonstrate that is has just cause through the use of progressive discipline.

C. Creative and Quality Matters. The Company shall have the unilateral right to discharge or otherwise discipline any bargaining unit employee if, in the Employer’s sole judgment, the employee does not meet either Vice Media, LLC’s policies, or the Company’s standards relating to editorial, program or project content, editorial, program or project quality, editorial, program or project output, editorial or creative judgment, professional journalistic ethics, or any other reason related to creative output, provided the employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. Alternatively, employees can instead

be provided four (4) weeks pay in lieu of notice. This notice pay shall be in addition to severance pay.

i. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these creative or quality-based reasons. If that is the case, the arbitrator may under no circumstances substitute his/her judgment for the creative or quality judgment of the Employer and must uphold the discharge or other disciplinary action.

ii. In the event the Employer intends to utilize this provision on Creative and Quality Matters, it will notify the Union and the employee that the discharge is under this paragraph (c) and not under any other provision of this Agreement. If a discharge is so designated, the employee shall be entitled to severance payments in accordance with Article 14 below.

D. It is further understood that notwithstanding any of the above, for any bargaining unit employee hired on a project or fixed-term basis, the employment may end at the end of the project or fixed-term period without any restrictions or any further obligations by the Company. In addition, in the event the specific project to which an employee is assigned is cancelled, discontinued or ended for any reason, this paragraph shall not apply, and the Company's rights to end employment shall not be restricted in any manner.

#### **Article 14 - Layoffs, Termination and Severance Pay**

Bargaining unit employees terminated pursuant to Article 13, Section C, or a layoff, shall be paid severance according to the following formula:

An employee who is terminated with less than 6 months of employment or who is terminated for just cause 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 5 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 16 weeks of severance pay. If the employee elects COBRA coverage, the Company will continue to pay for the employer portion of COBRA coverage for the number of weeks as the employee receives severance pay, or until the employee begins receiving health coverage from a new employer, whichever comes first.

In the event of a layoff that would trigger a WARN notice under state or federal law, employees shall receive, instead of severance according the above formula, one (1) weeks of severance pay for each year of service, with a cap of eight (8) weeks of severance pay, in addition to the WARN notice (or pay in lieu thereof).

### **Article 15 - Intellectual Property**

A. 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.

B. 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.

C. 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.

D. 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.

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

F. 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".

G. 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.

H. Except as otherwise provided herein, any dispute arising under this Article 15 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.

I. Any bargaining unit employee who seeks access to their work product for use in obtaining future employment shall make such request pursuant to the IP Request Process.

#### **Article 16 - Position Postings, Promotions and Reviews**

A. VICE Media LLC employees will be afforded the opportunity to apply for all jobs posted on the Company career site.

B. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the employee's request to discuss the employee's career opportunities.

C. Each Vice payrolled employee shall meet with their supervisor at least every six months for the purposes of receiving a review of their performance. A record of the review shall be inputted into Workday in thirty (30) days. Each non-Vice payrolled employee shall meet with their supervisor at least once per year for the purpose of receiving a review of their performance.

D. If an existing employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request feedback on their application or request from their supervisor or a designated Company representative. Such feedback shall be provided in thirty (30) days.

E. Upon the request of an employee, the Company will inform the employee of any minimum qualifications for a job to which the employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, unless otherwise specified in this Agreement.

F. All salary increases not required by this Agreement shall be communicated to employees in writing by HR.

G. The Company shall maintain written job descriptions for all bargaining unit positions, which may change from time to time. The Company will notify the union and affected employees. Upon request, employees will be provided the job descriptions of the job they occupy, and may make a request for any job for which they wish to apply.

H. Subject to the capability and capacity of the Company to execute (which the Company shall determine at its discretion), the Company shall create a space within the Company's

intranet where individuals involved in the hiring process for bargaining unit employees may, at their discretion, post links to posted full-time job openings.

### **Article 17 - Health & Safety/Sexual Harassment/Workplace Culture**

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

The Company shall continue to enforce its anti-harassment policy and ensure that the policy is available to all employees. Such policy may be modified from time to time, at the sole discretion of the Company. The company shall notify the Guild with changes.

The Labor Management Committee shall work with Human Resources to raise awareness of the Company's harassment policy, including the means by which complaints may be made.

Nothing in this contract prevents an employee to seek legal remedy. Employees shall not be retaliated against for making claims under this Agreement.

An employee may, at their sole and complete discretion, bring a Union representative with them to meetings in which they wish to make a harassment complaint. Should a Union representative accompany an employee to such a meeting, the Union representative must sign a Non-Disclosure Agreement. Any Union representative who accompanies a complaining employee may not be involved in any way in representing an employee against whom the complaint has been made.

### **Article 18 - Cyber-Security and Online Harassment**

This policy addresses online harassment and sets out responsibilities and procedures to be followed in cases where VICE workers notice or experience online harassment.

#### **Application**

This policy applies to all VICE workers, including permanent employees, contract employees, casual employees and interns.

#### **Definition of online harassment**

Online harassment can be a form of workplace harassment that takes many forms. Examples include:

**Abusive comments:** Demeaning and insulting speech targeted at the content creator or another commenter.

**Threats of violence:** death threats, rape threats or threats to maim or disfigure.

**Doxing:** Disclosure of private or identifying information addresses or phone numbers online aimed to harass and intimidate.

**Hate Speech:** Comments that attack a group of people based on their race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, or disability.

**SWATing:** False reporting to the police or emergency services.

**Trolling:** Hostile, inflammatory, offensive, or off-topic comments in an online community such as in the comments section of a news story or on a social media platform like Facebook or Twitter.

**Visual-based abuse:** Manipulating photographs or videos of the target of the online harassment.

### **Prevention of online harassment**

VICE shall take the following steps towards the prevention of online harassment:

- 1) Continue to maintain community standards for participants on VICE-branded social media pages that clearly prohibit all forms of online harassment
- 2) Continue to inform all bargaining unit employees that they have the support of the Company if they experience harassment. Continue to make managers and supervisors aware of the risks of online harassment and who is more likely to be targeted.
- 3) Continue to make training on online security and anti-harassment measures available to bargaining unit employees.
- 4) Continue to reinforce VICE's commitment to avoiding and eliminating online harassment.
- 5) Support will be offered to bargaining unit employees who have experienced online harassment and/or who are required to monitor and respond to abusive posts (e.g., peer-to-peer counselling, EAP, modified assignment, etc).
- 6) Collect information about reports of online harassment and report them to the labor management committee.

VICE employees are encouraged to report any threatening communications and/or behavior directed towards them as a result of their employment at VICE and/or their work. The VICE Security Team is responsible for documenting, investigating and advising on all reported threats.

### **Duty of Care Statement**

VICE commits to the safeguarding of personnel against reasonably foreseeable risks while carrying out expected job duties.

The Company shall continue to enforce its Threat Response Protocol and ensure that the policy is available to all bargaining unit employees. Such policy may be modified from time to time, at the sole discretion of the Company. The Company shall notify the Union of any changes.

### **Article 19 - Representation, Diversity, Equity, Inclusion**

The parties share a commitment to diversity, equity, and inclusion in both editorial staff and coverage. The Employer shall make strong and sustained efforts, including the commitment of resources to recruitment, mentorship, and trainings

The Labor Management Committee may request updates on the progress of diversity, equity and inclusion with regard to recruitment, selection, retention, mentorship and advancement. The Company will respond to the update request in a reasonable amount of time.

#### **Open Job Positions**

All full-time bargaining unit positions for which the Company, at its discretion, is seeking external candidates will be posted. The Employer shall continue to make a sustained effort to circulate job postings and recruit candidates from groups that have been traditionally under-represented within the journalism industry.

To further this goal, the Company shall make good faith efforts to interview diverse candidates for every posted full time bargaining unit position.

### **Article 20 - Freelance**

After a non-VICE payrolled bargaining unit employee has worked a cumulative total of 228 days over a rolling twelve (12) month period, reviewed on a quarterly basis, the employee will be afforded an one-time opportunity to convert to becoming a VICE-payrolled employee. If the non-VICE payrolled employee opts to remain non-VICE payrolled, they will be afforded an opportunity after an additional twelve (12) months in which they work 228 days to choose to become a VICE payrolled employee.

The Company will not terminate or not renew non-VICE payrolled employees for the sole purpose of circumventing this provision.

### **Article 21 - Individual Employment Agreements**

Notwithstanding anything to the contrary, the following modifications shall be deemed to be made to the individual employment agreements to the extent someone has an individual employment agreement, current or future, of all bargaining unit employees:

- a. All At-Will employment provisions shall be deleted in their entirety.
- b. All post-employment Non-Competition Obligations shall be deleted in their entirety. The Company may negotiate for a post-employment non-compete with any employee making more than \$95,000 per year.
- c. All mandatory arbitration provisions shall be deleted in their entirety.

d. To the extent someone has an individual employment agreement, it shall be amended to include the following provision: "Nothing in this agreement prohibits employees from exercising their Section 7 rights."

Individual Employment Agreements may include terms and conditions that exceed the minimum terms of this Collective Bargaining Agreement.

#### **Article 22 - Work from Home Policy**

The Company shall enforce its Flexible Work Arrangements policy and shall notify the Union before making any substantive changes.

#### **Article 23 - Office Relocation**

If the Company moves ten (10) or more of bargaining unit employees to a new office space that is within fifty (50) of their current office space, the Company shall notify the union at least two (2) months in advance of the move, or if two (2) months is not possible because of unforeseen circumstances as much notice is as practicable given the circumstances of the potential move. If the Company cannot provide two (2) months notice of a move of ten (10) or more of bargaining unit employees for any reason, the Company shall discuss the effects of the move with the Union.

Further, where more than ten (10) bargaining unit employees are moving, the Company will schedule a meeting to inform the Union and bargaining unit employees of the plans for use of the new office space, and the design and location of workstations for unit members. During such meeting, the Union and employees may make any suggestions on use of the space, and the design and location of workstations.

If the Company moves ten (10) or more of bargaining unit employees to a new office space that is beyond fifty (50) miles of their current office space, the Company shall notify the Union at least three (3) months in advance of the move. In the event of any move beyond fifty (50) miles, the Company shall discuss the effects of the move with the Union (including but not limited to moving expenses should the Company need to relocate an employee need to relocate because of the new location).

#### **Article 24 - Kill Fee**

Where a bargaining unit non-VICE payrolled employee enters into a written agreement to perform work for a specific project to be broadcast on Viceland, the Company shall provide one (1) weeks notice, or pay in lieu thereof, if the project is cancelled prior to its scheduled or anticipated end date. If the written agreement is for less than one (1) week of work and more than (1) day, the Company shall pay out 25% of the unpaid amount of the agreed upon rate. If the written agreement is for (1) day, the Company shall pay out 50% of the unpaid amount of the agreed upon rate



## **Article 25 - Gender Pronouns**

VICE shall continue its practice of maintaining to make it standard and mandatory to provide a safe outlet for every employee to communicate their pronouns, not just for queer, gender neutral, gender non-conforming, non-binary, gender variant people.

In accordance with Company policy, VICE shall continue to change all employee records so that all records use the names and/or pronouns that they identify with unless the employee requests the company to refrain from changing its records. The Company shall also update any photographs, including identification badges, unless the employee requests otherwise.

## **Article 27 - Legal Support**

If any bargaining unit employee is sued or charged under an federal, state, or local law, or is subpoenaed as a witness in connection with the employee's performance of authorized for the Company at the direction of an authorized agent of the Company, VICE Media and its entities. VICE will defend and provide legal counsel for the employee at VICE's expense. Final selection of such counsel will be at the discretion of the Company. VICE and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation.

## **Article 28 - Separability and Savings**

A. It is understood and agreed that the provision of this Agreement shall be subordinate to any present or subsequent federal, state, or municipal law, or regulations to the extent that any portion thereof is in conflict therewith, and nothing herein shall require the Employer, or its employees covered by this Agreement.

B. If any Article or Section of this Agreement or any riders thereto should be held invalid by operation of law or if by compliance with or enforcement of any Article or Section pending a final determination as to its validity, the remainder of this Agreement and of any riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which has been held invalid or as which compliance with or enforcement of has been restrained, shall not be affected thereby.

C. In the event any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **Article 29 – Term of Agreement and Negotiations**

A. This Agreement shall be effective as of the January 1, 2019 and shall continue in full force and effect up to and effect up to and including December 31, 2021, and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.

B. In the event of an inadvertent failure by either party to give the notice set forth in Section A of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

SIGNED this 19th day of March, 2019, at New York, New York.

VICE MEDIA LLC

By  \_\_\_\_\_

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

By  \_\_\_\_\_

Lowell Peterson, Executive Director

### **Sideletter #1**

On an annual basis, the Company shall continue to provide mandatory anti-harassment training to both employees and managers. Following the training, employees will be surveyed on the on its content., Employees are encouraged to raise to the Company other areas for which additional training might be beneficial.

Employees are also encouraged to provide feedback on working conditions. The Company shall continue to provide an anonymous avenue to provide such feedback.