

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

VICE MEDIA LLC

January 1, 2019 – December 31, 2021

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, Waypoint, Garage, Tonic 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:

- (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.

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

A. All full-time and regular part-time employees on payroll on January 1, 2019 shall receive a minimum increase in their rate of pay of according to the below schedule, or an increase to their below minimum salary, whichever is greater:

Employees in Grade 1 titles	3.75%
Employees in Grade 2 titles	3.75%
Employees in Grade 3 titles	3.5%
Employees in Grade 4 titles	3.25%
Employees in Grade 5 titles	3.25%

Effective January 1, 2020, all full-time and regular part-time employees on payroll on January 1, 2020 shall receive a minimum increase in their rate of pay of:

Employees in Grade 1 titles	3.75%
Employees in Grade 2 titles	3.75%
Employees in Grade 3 titles	3.5%
Employees in Grade 4 titles	3.25%

Employees in Grade 5 titles 3.25%

Effective January 1, 2021, all full-time and regular part-time employees on payroll on January 1, 2021 shall receive a minimum increase in their rate of pay of:

Employees in Grade 1 titles 3.75%
Employees in Grade 2 titles 3.75%
Employees in Grade 3 titles 3.5%
Employees in Grade 4 titles 3.25%
Employees in Grade 5 titles 3.25%

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

All full-time and regular part-time employees on payroll on January 1, 2019 shall receive a ratification bonus of \$1000

No full-time employee shall have a salary of less than \$52,000; effective January 1, 2020 minimum shall be \$53,500; effective January 1, 2021 minimum shall be \$55,000

B. Minimums

Grade 1: \$52,000; effective January 1, 2020, \$53,500; effective January 1, 2021, \$55,000

Editorial assistants
Assistant Editor
Researchers
Junior staff writer
Homepage editor
Associate social editor

Grade 2: \$62,000; effective January 1, 2020 \$63,500; effective January 1, 2021 \$65,000

Staff writer
Multimedia editor
Social editor
Reporter
Copy Editor
Evening / Weekend Editors Night Editors
Associate Editor

Grade 3: \$72,000; effective January 1, 2020 \$73,500; effective January 1, 2021, \$75,000

Senior staff writer/features writer
Senior Investigative Reporter

Senior social editor
Photo editor
West Coast Editors
Editor
Features Editor
Contributing Editor
Senior Associate Editor
Senior Reporter

Grade 4: \$84,000; effective January 1, 2021, \$85,000

Senior editor
Special Projects Editor
Senior Features Editor

Grade 5: \$94,000; effective January 1, 2021, \$95,000

Managing editor
Deputy editor

Title minimums shall be pro-rated for part-time employees.

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

C. No bargaining unit employee shall have their salary reduced during the term of this agreement (except if they change from full-time to part-time status).

D. 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.

E. Out of title pay: The Company shall continue its practice of offering additional compensation to employees asked to take on work of a higher salary grade for longer than four weeks.

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

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

A. 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.

B. Other Benefits

The employer will continue the following benefits:

- Life and AD&D
- Flexible spending account
- Long term and short term disability income benefits
- Tuition assistance

C. Mental Health Coverage:

Within 90 days of ratification of this agreement, the Company (including but not limited to individuals with oversight over VICE Health Benefits) and the Union shall establish a committee in order to address mental health care costs for the next benefit year (2020).

D. Transgender and other Gender fluidity benefits/coverage:

The Company shall adopt the 2018 WPATH (World Professional Association for Transgender Health) standards in health care coverage as provided to the Company during the course of this negotiation. In the event WPATH changes their recommendations, the Union may raise the changes in WPATH guidelines.

E. Stock Appreciation:

Following ratification of this Agreement, the Company shall hold a meeting with employees to discuss SARS.

ARTICLE X – 401(K)

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

ARTICLE XI – 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 XII – 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 XIII – COMPENSATORY TIME

Any bargaining unit 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 XIV – DISCIPLINE AND DISCHARGE

A. All 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 and who were not dismissed for just cause.

B. The Company shall have the right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to 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 it 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 XV below.

D. It is further understood that notwithstanding any of the above, for any 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 XV – LAY-OFF AND SEVERANCE

A. Employees terminated pursuant to Article XIV Section (c), or a layoff that does not fall into B below, 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 two (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 at least five (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 at least six (6) weeks severance pay. An employee with at least three years of employment shall but less than four years of employment shall, upon execution of a standard Company waiver and release agreement, receive at least seven (7) weeks severance pay. An employee with at least four years of employment shall, upon execution of a standard Company waiver and release agreement, receive at least two (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 to the above formula, one week of severance pay for each year of service, with a cap of 8 weeks of severance pay, in addition to the WARN notice (or pay in lieu thereof).

B. In the event the Company executes a reduction in force of 15% or more of the bargaining unit, then all employees with up to two years of employment shall, upon execution of a standard Company waiver and release agreement, receive six (6) of severance pay. All employees with over two years of employment shall, upon execution of a standard Company waiver and release agreement, receive eight (8) weeks of severance pay.

ARTICLE XVI – REUSE OF WORK

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 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 XVII – 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 XVIII – 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 XIX – HEALTH AND 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 a complaint has been made.

ARTICLE XX – CYBERSECURITY 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 counseling, 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 XXI – NON-DISCRIMINATION

The Company is committed to sustaining an inclusive and diverse work environment where all employees are treated with respect. As such, all employees are recruited, hired, assigned, promoted, compensated and trained on the basis of their qualifications for the job, and without regard to 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, family status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law (collectively, “Protected Characteristics”).

The Company shall continue its practice and policy of providing reasonable accommodations in accordance with Company policy, which may be amended at the Company’s sole discretion, and at all times in accordance with the law. Examples of reasonable accommodations may include, but are not limited to: work schedule changes for religious observances and holidays, space for breastfeeding, accommodations for transgender members such as safe washrooms, and accommodations for persons with disabilities. Pay for such accommodations will be governed by the applicable Company policy, which may be amended at the Company’s sole discretion.

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 Law, or any other similar laws rules or regulations.

VICE expects employees to act in a way that contributes to the organization's equal employment opportunity objectives. Specifically, employees should:

- a. Demonstrate sensitivity to and respect for social, cultural, sexual, and physical differences when working with other employees and clients; and
- b. Report any suspected violations of the equal employment opportunity policy to their immediate supervisor, department head or Human Resources. The employee may bring a union representative with them to meetings reporting violations of equal employment opportunity policies.

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 IV 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 (at their own expense). 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 XXII – 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 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 XXIII – 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 XXIV – 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 recorded within thirty (30) days.

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 of any substantive, permanent changes to written job descriptions. 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 XXV – REMOTE WORK / FLEXIBLE WORK ARRANGEMENT

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

ARTICLE XXVI – OFFICE RELOCATION

If the Company moves 25% or more of bargaining unit employees, or an entire vertical to a new office space that is within fifty (50) miles 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 25% 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 25% of bargaining unit employees, or an entire vertical, 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 25% or more of bargaining unit employees, or an entire vertical to a new office space that is more than fifty (50) miles from their current office space, the Employer shall notify the Union at least three (3) months in advance of the move. In the event of any move beyond city limits, the Employer shall discuss the effects of the move with the Union (including but not limited to a stipend for moving expenses should the Company need to relocate an employee because of the new location).

ARTICLE XXVII – 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 XXVIII – LEGAL SUPPORT

If any bargaining unit employee is sued or charged under a federal, state, or local law, or is subpoenaed as a witness in connection with the employee’s performance of authorized work for the Company at the direction of an authorized agent of the Company, 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 XXIX – 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 XXX – TERM OF CONTRACT

Except as otherwise provided elsewhere herein, this Agreement shall be effective January 1, 2019, and shall continue in effect to December 31, 2021.

SIGNED this 5th 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 employer shall continue to provide mandatory anti-harassment training to both employees and managers and will solicit feedback from employees on the content of the training as well as working conditions related to the subject matter of the training.

Sideletter #2 on Accounting

Within thirty (30) days of the ratification of this Agreement, the Company and the Union shall establish a committee, to meet as needed, (including someone from the Company with responsibility over the accounting functions) to address and discuss engaging and paying freelance contributors. This committee shall meet every three (3) months.