

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

**VIACOM INTERNATIONAL INC. AND ITS WHOLLY OWNED
SUBSIDIARY NEW REMOTE PRODUCTIONS INC.**

August 9, 2019 – August 8, 2022

COLLECTIVE BARGAINING AGREEMENT

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE or the Union, and Viacom International Inc. and its wholly owned subsidiary New Remote Productions Inc., hereinafter called the Employer, agree as follows:

I. Recognition and Scope

The Employer recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of full-time staff and project-based positions working on MTV News Digital, including Animator, Assistant Editor, Associate Producer, Audience Development Coordinator, Correspondent, Department Assistant, Deputy Editor, Editor, Lead Film Critic, Lead TV Critic, Podcast Producer, Producer, Production Assistant, Social Media Editor, Social Media Coordinator, and Writer, and employees doing substantially similar job duties for MTV News Digital, employed by Viacom International Inc., in some cases, and its wholly owned subsidiary New Remote Productions Inc., in others, and excluding all other employees, managers, clerical employees, guards, professional employees, and supervisors as defined in the Act.

The Scope of this Agreement is limited to those engaged to perform work in the above recognized positions for primary use on MTV News Digital ("Unit Employees").

At the beginning of each month the Employer will provide to the Guild any changes to the list of all Unit Employees, including their dates of hire, job titles, compensation, and, to the extent these are available to the Employer, addresses, cell phone numbers, and email addresses.

II. Compensation

A. Job Title Minimums:

Social Media Coordinator	\$52K (overtime-eligible)
Assistant/Copy Editor	\$55K
Associate Editor	\$65K
Editor	\$75K
Social Media Editor	\$60K
Writer	\$65K

B. Upon ratification, each Unit Employee employed at the time of ratification will receive a one-time ratification bonus in the lump sum of Seven Hundred Fifty Dollars (\$750), less required withholdings and deductions.

C. Upon ratification, each Unit Employee employed at the time of ratification will receive the greater of moving to the minimum for their job title, or a 2% salary increase. In addition, each Unit Employee employed at the time of ratification shall be eligible to participate in a raise pool consisting of a total dollar amount of 1% of Unit Employee wages. This pool shall

be distributed among Unit Employees at the Employer's sole discretion.

D. On August 9, 2020, each Unit Employee currently employed shall receive a 2% salary increase. In addition, each Unit Employee currently employed on August 9, 2020 shall be eligible to participate in a raise pool consisting of a total dollar amount of 1% of Unit Employee wages. This pool shall be distributed among Unit Employees at the Employer's sole discretion. These increases are in lieu of the Employer's annual increase process for non-unit employees.

E. On August 9, 2021, each Unit Employee currently employed shall receive a 2% salary increase. In addition, each Unit Employee currently employed on August 9, 2021 shall be eligible to participate in a raise pool consisting of a total dollar amount of 1% of Unit Employee wages. This pool shall be distributed among Unit Employees at the Employer's sole discretion. These increases are in lieu of the Employer's annual increase process for non-unit employees.

F. No Unit Employee shall have their salary reduced during the term of this agreement.

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

H. Each full-time staff Unit Employee shall be eligible to participate in the Employer-wide Short-Term Incentive Plan ("STIP") annual cash bonus program, on the same basis and terms as non-unit staff employees, which may be changed from time to time.

III. Benefits

A. Health Benefits

All Unit Employees categorized as staff employees shall be eligible for health benefits on the same terms as all other non-unit staff employees employed by the Employer, which may be changed from time to time. All Unit Employees categorized as project-based employees shall be eligible for health benefits on the same terms as all other non-unit project-based employees employed by the Employer, which may be changed from time to time.

B. Retirement Benefits

All Unit Employees categorized as staff employees shall be eligible to participate in the Employer 401(k) Plan on the same terms as all other non-unit staff employees employed by the Employer, which may be changed from time to time.

C. Other Benefits

All Unit Employees categorized as staff employees shall be eligible for all other benefits on the same terms as offered to non-unit staff employees, as may be changed from time to time. All Unit Employees categorized as project-based employees shall be eligible for all other benefits on the same terms as offered to non-unit project-based employees, as may be changed from time to time.

IV. Paid Time Off and Leaves of Absence

Paid time off and leaves of absence shall continue to be offered to Unit Employees categorized as staff employees on the same terms as offered to non-unit staff employees, as may be changed from time to time. Paid time off and leaves of absence shall continue to be offered to Unit Employees categorized as project-based employees on the same terms as offered to non-unit project-based employees, as may be changed from time to time.

V. Termination of Employment

The employer may terminate a Unit Employee for just cause. A Unit Employee who is terminated for just cause will not be entitled to severance.

Prior to being terminated for reasons other than just cause, a Unit Employee shall be given notice of the reason for potential termination and an opportunity to improve of not less than four (4) weeks. The Employer may, in lieu of providing notice and an opportunity to improve, pay the employee notice pay of four (4) weeks. This notice pay will be in addition to any severance pay the employee receives.

If a Unit Employee categorized as a staff employee is terminated for reasons other than just cause or as part of a reduction in force, layoff, or restructuring, they will receive severance pay on the same terms as all other non-unit staff employees employed by the Employer, which may be changed from time to time.

VI. Workload and Overtime

Non-exempt Unit Employees who have worked unusually long hours may request additional time off from their supervisor. Such request shall not be unreasonably denied.

VII. Labor-Management/Diversity Committee

A labor-management committee of Union staff and members and appropriate management representatives will convene within ninety (90) days of the ratification of this agreement, and meet regularly thereafter, to discuss staffing, workload, editorial concerns, diversity, and other workplace issues.

The parties share a commitment to diversity, parity, and inclusion in both editorial staff and coverage. The employer will make best efforts to circulate postings to and recruit candidates from groups that have been traditionally under-represented within the journalism industry.

VIII. Project-Based Employees

Within thirty days of the ratification of this agreement, bargaining unit members classified as project-based employees on the date of ratification, and currently employed by the Employer, will be converted to staff employees of Employer. Following their conversion,

they will be treated in every way as staff employees, including being entitled to all staff employee health, retirement, time-off, and other benefits, on the same basis as other non-unit staff employees.

Full-time project-based Unit Employees employed by the Employer subsequent to ratification shall be converted to staff employment after six continuous months of full-time employment and, after such conversion to staff, shall be treated in every way as staff employees, including being entitled to all staff employee health, retirement, time-off, and other benefits, on the same basis as other staff bargaining unit members. Notwithstanding the foregoing, the Employer may, subject to approval from the Guild, which shall not be unreasonably denied, employ project-based employees for longer than six months, but with a finite end date, for projects tied to a specific issue of broad public interest (e.g., a national election, the Olympics, etc.) or otherwise finite in nature (e.g., coverage for a medical leave of absence) without converting said employees to staff employment.

IX. Intellectual Property

If the Employer creates an audio/visual work derived from work an editorial Unit Employee has created for the Employer, and the Employer includes any “on-air” credits to any employees on said audio/visual work, the Unit Employee will also receive an “on-air” credit in the work, on the same terms and conditions as the non-unit employee(s).

If an Unit Employee wishes to create and/or distribute new intellectual property outside the scope of their employment with MTV News that will not compete with MTV News, the employee shall follow the Employer’s conflict of interest disclosure policy and provide notice to the Employer so that the Employer can determine whether the outside work is permitted by the Viacom Global Business Practices Statement and the Employer’s conflict of interest policies.

The Employer shall have no claim to intellectual property based solely on a Unit Employee’s use of an Employer computer.

X. Grievance and Arbitration

A. Except as specifically excluded 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 resolution.

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 Employer 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 Employer, 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 Employer 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 Employer 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.

XI. Union Security

A. The Employer agrees that it will not continue any Unit Employee in its employ under this Agreement unless they are a member in good standing of the Union or have made application for membership in the Union within thirty (30) days following the beginning of their employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Unit 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 Unit 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.

XII. Dues Checkoff

A. The Employer agrees that upon thirty (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.

B. The Guild shall indemnify and save the Employer 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.

WRITERS GUILD OF AMERICA, EAST

"I, the undersigned, hereby authorize and direct the Employer, 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) 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: _____

XIII. 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

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

XIV. Management Rights

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

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

XV. Duration

This Agreement shall be effective as of the ratification of this Agreement (August 9, 2019) and shall continue in full force and effect for three years following the ratification of this Agreement, 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.

SIGNED this 20th day of August, 2019, at Los Angeles, CA, New York, New York.

VIACOM INTERNATIONAL INC.

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

By: Amy R. Dow

By: [Signature]