

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

THRILLIST MEDIA GROUP, INC.

May 1, 2021 – April 30, 2024

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Collective Bargaining Agreement

The Writers Guild of America, East, Inc., AFL-CIO (hereinafter “WGAE” or “Union”) and Thrillist Media Group, Inc. (hereinafter “Company” or “Thrillist”), agree as follows:

Article 1 Recognition and Scope

- a. The Company recognizes the Union as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of employees in the job titles set forth on Addendum A and others who perform substantially-similar duties.
- b. Excluded from the unit are all other employees, managers, interns, outside bloggers or other outside contributors, independent contractors, all employees whose primary duties involve the creation of branded content or native advertising (including, but not limited to, employees on the Brandshop, or any other similar branded content teams), managerial employees, clerical employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

Article 2 Union Security

1. Union Security
 - a. Except where prohibited by law, the Company agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement (“Agreement”) unless they are a member in good standing of the Union, have made application for membership in the Union or for “agency fee” status within thirty (30) days following the beginning of their employment, or the Effective Date of this Agreement, whichever is later.
 - b. Except where prohibited by law, the failure of any bargaining unit employee covered hereunder to be or become a member in good standing of the Guild as required by Section 1(a) above 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 Company, upon written request by the Union and evidence of such failure, to issue a written notification to such person. If such person, after a period of thirty (30) days from the issuance of the written notice, continues to refuse to tender initiation fees/dues, the Company shall issue a formal warning indicating that the bargaining unit employee will be subject to discharge unless such dues and/or initiation fees are tendered within thirty (30) days after such warning is received by the bargaining unit employee. Failure to comply with the formal warning within thirty (30) days will result in discharge.
 - c. Nothing in this Article shall be construed to require the Company to cease employing any bargaining unit employee if the Company has reasonable ground for believing that:

- i. membership in the Union was not available to such bargaining unit employee on the same terms and conditions generally applicable to other members; or
- ii. such bargaining unit employee’s membership in good standing in the Union was denied or terminated for reasons other than failure of the bargaining unit employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

2. Dues Checkoff

The Company agrees that upon thirty (30) days’ notice thereafter from the Guild, it shall 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 bargaining unit 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

“I, the undersigned, hereby authorize and direct Thrillist 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 Company, 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 Company 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: _____

3. Dues shall be deducted on each payday. The Company further agrees to furnish the WGAE at the time it remits the dues deducted to the Union, 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.

4. Within ten (10) business days of a new hire’s date of employment, the Company will permit time for Union representatives to meet with new employees to review the terms of the collective bargaining agreement.

5. Job Postings: Bargaining unit job postings will include this statement: “This is a bargaining unit position covered by the terms of a collective bargaining agreement with the Writers Guild of America, East.

6. In the event the employment of any bargaining-unit employee is terminated by the Company, the Company shall notify the Union of the name of the employee and the date of termination within two (2) business days. In the event a bargaining unit employee resigns from the Company, the Company shall notify the Union of the name of the employee and the date of the separation pursuant to Section 7 below.

7. Information to the Union. On a monthly basis, the Company shall supply the Union with a list containing the following information for each employee:

- a. name, home address, gender (if self-identified by employee), race (if self-identified by employee), date of birth;
- b. contact information including work email, personal email, cell phone;
- c. hire date;
- d. job title;
- e. salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
- f. any merit increases granted by name of the employee, individual amount, resulting new salary, and effective date;
- g. salary changes by reason thereof, and effective date;
- h. resignations, retirements, deaths;
- i. and other revisions in data from the prior month.

The Writer’s Guild of America, East shall indemnify and hold the Company harmless against any claim made by an employee under this provision.

Article 3 Non-Discrimination

Bargaining unit employees will not be discriminated against based on actual or perceived race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, genetic information, predisposing genetic characteristics, HIV status, marital and/or partnership status, parental status, pregnancy, family relationship, sexual and reproductive health decisions, caregiver status, status of a victim of domestic violence, stalking, assault, or sex offenses, order of protection status, criminal record, pre-employment marijuana testing, credit history, salary history, socioeconomic status, immigration status, DACA status, political affiliations or activities, sexual orientation, religion, gender, gender identity, gender expression, veteran status, Union activity, housing status, appearance, military service, history of drug use, or any other factor protected by applicable law. Rather, the Parties acknowledge that discrimination shall not be tolerated.

Alleged discrimination on grounds other than those protected by applicable law or this agreement may be raised by bargaining-unit employees and/or their Union representative however such claims are not subject to the grievance and arbitration procedure.

The Company shall provide a work environment where people can work together comfortably and productively, free from sexual harassment or harassment based on any of the factors listed above. Such harassment is illegal under the law and will not be tolerated in the organization.

This policy shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments, and benefits.

Disability Accommodation

1. The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities.
2. Bargaining unit employees who are disabled have the right to accommodation, including modification of an existing accommodation, as long as the proposed accommodation does not impose an undue hardship on the Company. Accommodation shall entail any necessary adjustments to physical/digital workspace and modification of any aspect of the employee's workload or accepted work practices. Such accommodations may include but are not limited to:
 - a. Workstation modification
 - b. Adaptations of work schedules and adjustments to travel/transportation
 - c. Screen readers
 - d. Closed captioning or live transcription or written transcription for Company-wide or Group Nine-wide meetings or town halls attended by bargaining unit employees
 - e. Accessibility settings for apps and software (e.g. Adobe Suite, Google Workspace) used by bargaining unit employees in their work to the extent it is available by the service provider
3. The Company shall continue to maintain a process in which managers and employees engage in an interactive dialogue through Human Resources to identify reasonable accommodations in accordance with applicable law and Company policy.
4. The Company shall address ergonomic concerns raised by employees as part of an accommodation request.
5. The Company's Employee Assistance Program or a comparable program shall be available to provide access to licensed mental health professionals for consultation, information, assistance, and resources for a variety of concerns.

6. Employees requesting an accommodation or seeking additional information on accommodations may request to have a Union representative (stewards, Union staff) attend meetings or initiate a request on their behalf.

The Company shall provide accommodations for employees who face barriers at work related to human rights. For example, such accommodations shall include but are not limited to:

1. Reasonable work schedule changes for religious observances and holidays,
2. Reasonable family status accommodations for such responsibilities as breastfeeding,
3. Reasonable accommodations for transgender employees such as safe washrooms and necessary time off for medical procedures.

The Company will continue its practice of partnering with employees to address childcare issues as they arise. Employees shall not be disciplined by the Company for requesting or receiving childcare accommodations.

Lactating employees will be provided reasonable break time each day to express breast milk for their nursing child. The Company will also make available a room or private area other than a toilet stall for lactating employees to express milk in private. This room must be within close proximity to the employee's work area. The Company prohibits discrimination against any employee for exercising their rights under this policy.

This provision does not prohibit an employee from pursuing claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, state laws, or any other similar laws, rules, or regulations.

Article 4 Health and Safety/Harassment/Workplace Culture

1. The Company shall continue to provide its employees with a healthy and safe work environment.
2. The Company shall adhere to the system established by Group Nine for reporting and investigating injuries, illness, or other accidents that occur because of work activities.
3. Additionally, the Company should be aware of the potential for any increased health and safety risk that may arise while employees are working from home (WFH). This could include heightened psychosocial hazards such as a potential rise in occupational stress. It could also increase the odds of a domestic-violence incident occurring, potentially due to economic hardship, changed family demands at the household level, and forced confinement to the home. The Company shall keep employees apprised of any available resources that could provide mental or financial assistance. For example, some employers maintain employee assistance programs that provide for confidential counseling and referral services.
4. 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 Human Resources/People Team, or any other channels provided to

employees to report such concerns. All concerns raised with the Company will be properly handled and addressed. An employee may remove themselves from an unsafe situation or environment following contact with their supervisor or the Human Resources/People Team unless contacting their supervisor or the Human Resources/People Team is impracticable given the circumstances. An employee must still contact their supervisor or the Human Resources/People Team as soon as possible after removing themselves from the situation.

5. Harassment

- a. The Company shall continue to comply with the Group Nine Sexual Harassment Policy and the Equal Employment Opportunity, Anti-Discrimination, Anti-Harassment Policy and ensure that the policies are accessible to all employees.
- b. The Labor Management Committee and Diversity Committee shall review the harassment policies. In the event that the People Team surveys employees on the harassment policies and practices, the Company will share feedback at a Labor Management Committee meeting. When making changes to the harassment policies and practices, the Company will consult the Union for feedback.
- c. An employee may bring a Union representative with them to initial intake and investigatory meetings regarding the employee's harassment complaint. Such Union representative shall not be involved in any way in representing an employee against whom a complaint has been made if they are also representing the employee who has brought the complaint. The Company may condition the Union representative's attendance at a meeting on the Union representative's execution of Group Nine's confidentiality agreement.
- d. Should a bargaining-unit employee initiate a claim of harassment, the Company will investigate the claim and inform the employee in writing of a final determination, which may include any corrective or remedial action taken in response to the claim, at the conclusion of the investigation.

At any time when an employee's health and safety is at risk, including in cases of harassment, the Company will address the employee's health and safety concerns in a timely manner.

- e. A grievance alleging discrimination or harassment must be commenced within the timeline in Article 21 of the Grievance and Arbitration procedure. A grievance alleging the Company's failure to follow the procedure set out in the Company's the Group Nine Sexual Harassment Policy and the Equal Employment Opportunity, Anti-Discrimination, Anti-Harassment Policy must be commenced within ninety (90) days from the date that the Company provided notice to the employee of the matter being closed.
- f. Even if the alleged harassment does not turn out to rise to the level of a violation of law, Company policy or this Agreement, the employee is protected from retaliation if the

person had a good faith belief that the practices were in violation of law, Company policy or this Agreement. The Company shall ensure confidentiality for employees bringing harassment claims to the fullest extent possible.

6. Workplace Culture

The Company will meet with the Union regarding its input, suggestions, reports, or recommendations for creating a more equitable work environment.

Within six (6) months of the ratification of this agreement, the Company will conclude its third party pay-equity analysis for the unit considering gender, race, and ethnicity. The Company will provide a summary of findings and methodologies and recommendations to the Labor Management Committee and the Diversity Committee based on the results. The Company will continue to analyze pay data considering gender, race and ethnicity on an ongoing basis and shall provide a summary of findings, methodologies and recommendations to the Labor Management Committee and Diversity Committee upon request.

7. Online Harassment

- a. Within ninety (90) days of ratification, the Company shall develop guidelines for employees when they are experiencing harassment online. The Company will provide the Union with a copy of such guidelines before they are published to the bargaining unit.
- b. The Company shall inform all bargaining-unit employees that they have the support of the Company if they experience online harassment. The Company shall make managers and supervisors aware of the risks of online harassment and who is likely to be targeted. If there is reason to believe an employee will be the target of work-related online harassment, the Company shall take reasonable steps, including allowing employee(s) to keep their name(s) off the content and providing resources to assist said employee in protecting them from online harassment.
- c. The Company will make training on online security and anti-harassment measures available to bargaining-unit employees.
- d. An employee assistance program (EAP) will be made available to bargaining-unit employees who have experienced online harassment and/or are required to monitor and respond to abusive posts.

8. Nothing in this contract prevents an employee from seeking legal remedy.

Article 5 Diversity & Equity

Diversity Committee

The Parties share a commitment to diversity, equity, and inclusion in both staff and coverage. The Company shall make strong and sustained efforts to promote diversity, committing resources to recruitment, mentorship, and training.

The Parties shall continue to maintain a Diversity Committee made up of both Union members and management, which shall consist of four (4) representatives appointed by the Union in addition to the WGAE staff representative, and four (4) representatives appointed by the Company. The Committee shall meet every two months, if practicable, or upon the request of either party, to guide, assist, and monitor the progress of diversity, equity, and inclusion with regard to recruitment, selection, retention, mentorship, advancement, and editorial coverage. The Diversity Committee shall promulgate a mission statement setting forth its goals. The Company shall fund the Diversity Committee initiatives at least \$5,000 per calendar year. Group Nine will not unreasonably deny Union requests for additional funding. The spending of the funds will be jointly agreed upon between the Diversity Committee members of both the Union and the Company. The funds that are allocated for Diversity Committee initiatives can be used for programs that fall outside of a particular calendar year as long as they are invoiced to the Company within the prior calendar year. Group Nine shall commit at least \$20,000 for Diversity & Equity related programming for the bargaining unit to be determined by Group Nine, Head of Diversity, Equity & Inclusion, with consultation from the Union Diversity Committee.

Group Nine has a dedicated Diversity, Equity and Inclusion (DEI) team who specializes in developing programming and ensuring the Company has staff wide training on diversity and inclusion, anti-oppression, anti-discrimination, and unconscious bias, which all bargaining unit members will be expected to participate in. The Union's leaders (Diversity and/or Labor Management Committee) shall provide input and recommendations on the design and provider(s) for the training to the DEI team or the Company.

Information and Data

The Company shall provide reports every two months on bargaining unit employees to the Diversity Committee based on the Company's Human Resources records, with available relevant demographic statistics, if self-disclosed by employees, including, but not limited to race, ethnicity, national background, sexual orientation, gender, age, disability, and creed, and shall also provide salary information for each employee. The Company shall ask new employees at the time of hire and all current employees at least once a year to provide this information, and any additional demographic information the Company wishes to collect, on a voluntary basis.

The report shall also include a list of partners or job boards where current open positions are publicly posted, circulated, or otherwise disseminated (e.g., websites, list-servs, social media groups, etc.) and other information requested by Union representatives that is relevant to the Diversity Committee's mission statement and goals as may be available and as deemed appropriate (and not to be unreasonably withheld) by the Company. Current open positions can be found on Group Nine's website.

Group Nine will provide updates on ongoing and newly launched initiatives to diversify the workforce (e.g., new partnerships with HBCUs for recruitment, involvement in journalist associations like NABJ, speaker series, workshops) and provide periodic updates to the Diversity Committee on the Company's diversity efforts. The Union may request other information that is relevant to the Diversity Committee's mission statement and the Company will determine what information is available and appropriate (and not to be unreasonably withheld).

Open Job Positions

All open job positions will be posted for a minimum of two weeks. The Company will continue to make sustained efforts to recruit candidates from groups that have been traditionally underrepresented at Thrillist and within the digital media industry, including with respect to race, ethnicity, national background, educational background, socioeconomic background, sexual orientation, gender identity, age, disability, and creed.

When the Company seeks candidates for a vacant bargaining-unit position, the Company will maintain a goal that at least fifty (50) percent of candidates who progress to the hiring manager interview stage shall be from groups underrepresented at Thrillist (e.g., BIPOC, those identifying as LGBTQ+, people with disabilities). The Company will work in good faith to meet, if not exceed, the goals it has set out for hiring. The Company will request voluntary demographic identification from candidates through the application process with an explanation of the purpose of collection and tracking. On a quarterly basis, the Company shall provide an update on whether Group Nine is pacing to its goal, which shall include the results for roles closed since the prior quarter. If the goal has not been met, the Company shall provide a plan to the Union for meeting the goal in the future and shall meet with the Union to discuss such plan. The plan may include such actions as allocating additional funds to recruitment, expanding recruitment to job fairs (e.g., at HBCUs), and participating in journalism conferences that are designed to help employers recruit diverse candidates for open positions.

The Company shall post open positions to job boards that target applicants from groups underrepresented at Thrillist (e.g., the National Association of Black Journalists (NABJ), the National Association of Hispanic Journalists (NAHJ), the Asian American Journalists Association (AAJA), TransWork).

The Company shall endeavor to expand recruitment efforts to job fairs (e.g., at HBCUs) and journalism conferences that are designed to help employers recruit diverse candidates for open positions.

Freelance Bylines

With input from the Diversity Committee, the Company shall create and maintain a policy to promote diverse sourcing and freelancing bylines from underrepresented groups (e.g., BIPOC, people identifying as LGBTQ+, people with disabilities, religion). Such a policy shall be provided to newly hired employees and circulated to all bargaining unit employees at least once per year.

Gender Anti-Discrimination

The Company shall continue its practice of providing a safe outlet for every employee—not just for queer, gender-neutral, gender-nonconforming, non-binary, and gender-variant people—to communicate their pronouns. In accordance with Company policy, the Company shall, upon an employee's request, change all existing employee records so that all such records use the names and/or pronouns with which the employee identifies. The Company shall then maintain said employee's pronoun preference on all reports thereafter. The Company shall also update any photographs, including identification badges, upon an employee's request to make such a change for reasons relating to gender identity. The Company shall maintain lavatories at its current office space that are gender neutral. Subject to Article 10, Miscellaneous, the Company shall meet and work with the Union to ensure best efforts to provide gender-neutral lavatories at any new office facilities.

Article 6 Professional Development

The Company shall continue to provide the Thrillist Continuing Education Program in addition to similar programs as may be offered by the Company from time to time. Bargaining unit employees may request to attend relevant classes or conferences, outside of their assigned work duties, to further their professional development. The Company shall evaluate and approve such requests on a case-by-case basis, and if approved, the Company shall pay reasonable employee expenses for such class or conference (including travel expenses) subject to Group Nine's travel and expense policy. Approvals of such requests shall not be unreasonably denied. The Company shall periodically provide group classes for professional development on work time. The Company shall allocate \$5,000 funding in each year of the Agreement to fulfill employee requests for professional development.

Article 7 Career Development

1. Employees shall be afforded the opportunity to apply for all jobs posted on the Group Nine career site.
2. Bargaining-unit employees who apply for other jobs within Group Nine are protected against retaliation for so doing.
3. Employees shall receive reasonable notice when the Company intends to change their regular, day-to-day work assignment or department, but the notice shall not be less than four (4) weeks unless impracticable to do so based on legitimate business considerations.
4. Bargaining-unit employees shall be afforded the opportunity to meet with their supervisor upon the employee's request to discuss the employee's career pathing and opportunities.
5. Each employee shall meet with their supervisor at least twice per year, or upon the request of the employee, for the purposes of receiving a review of their performance. Reviews shall also be used as a mechanism to discuss an employee's opportunities for future advancement. Employees shall also have the opportunity to provide formal feedback on their manager at Thrillist via Group

- Nine's performance management tool. A copy of the employee's review of the manager will not be provided to their direct manager.
6. A copy of the employee's performance review shall be provided to the employee no later than the conclusion of the performance review meeting with the employee's manager. During at least one review per year, an employee will be provided with the opportunity to discuss the employee's compensation. In addition, the employee and manager will discuss anticipated performance goals and expectations for the following year. A manager/supervisor with authority to recommend a raise, promotion, or bonus shall be present during the review meeting. Upon employee request, a written summary of the review meeting shall be provided to the employee within fourteen (14) days if substantive information not contained in the written review was discussed during the meeting. Nothing in this paragraph prevents an employee from discussing compensation with their manager at any time.
 7. If an employee requests a pay increase and/or promotion and is later denied, within a reasonable amount of time of the denial, the manager/supervisor shall provide a response regarding the denial and will meet with the employee to recommend a plan for how the employee can achieve a raise and/or promotion in the future.
 8. If an existing employee applies for a position at the Company or formally requests a promotion, raise, or title change in writing and is denied the role, raise, promotion, or change, they may request feedback on their application from the hiring manager or a designated Company representative. Such feedback shall be provided within a reasonable amount of time.
 9. The Company's standards for promoting a bargaining unit employee into an open position shall not exceed the standards for promoting a non-bargaining unit employee, or the standards for hiring an outside candidate for the same open position. The decision as to whom to hire remains in the sole discretion of the Company, unless otherwise specified in this Agreement.
 10. The Company shall provide resources (e.g. mentoring, professional development, etc.) to BIPOC and underrepresented employees for pathways to promotion.
 11. Whenever a bargaining-unit employee seeks to resolve an issue with the Company related to wages, hours, or conditions of employment, that employee shall have the right to seek assistance from the Union, which thereafter shall be provided with the opportunity to be present at related meetings with the employee, if requested. The Company will also provide the Union with copies of written communications to the employee concerning the issue prior to such meetings at the Union's request.
 12. All salary increases not required by this Agreement shall be communicated to employees in writing.
 13. Within six (6) months of the ratification of the Agreement, the Company shall maintain written job descriptions for all bargaining-unit positions, which in the Company's discretion may change from time to time. The Company will notify the Union and affected employees of any

substantive changes to written job descriptions. Upon request, employees will be provided with job descriptions of the job they occupy and any job to which they aspire or wish to apply.

14. Vacancies will be internally posted before the Company publicly advertises the position elsewhere. Employees will be notified and afforded the opportunity to apply for all vacancies and are encouraged to do so via the Company's internal mobility process which can be found on the Company's intranet.
15. When the Company surveys employees about workplace issues, the Company will communicate to employees how the results of the survey will be used and who will see them.

Article 8 Workload

The Company shall ensure that all bargaining unit employees shall have manageable workloads.

To the extent that bargaining unit employees have productivity goals (including pitches) established by the Company, such goals shall be subject to the following terms:

1. Bargaining unit employees shall meet with their manager within a reasonable amount of time prior to a scheduled absence (e.g., Company holidays, vacation days, etc.) to discuss a plan for meeting work obligations (i.e. coverage of ongoing projects, coverage of unforeseen work, out of office messaging, etc.).
2. In the event that a third-party platform on which the Company publishes or distributes content makes a change or a Company partnership/sponsorship/initiative makes a demand that in the Company's good faith opinion, necessitates a change to existing daily, weekly, or monthly productivity goals for bargaining unit employees, the Company shall provide the affected bargaining unit employees with as much advance notice as possible. The Company shall notify the Union regarding the Company's plan for meeting outside third party quotas. Bargaining unit employees shall be given a reasonable amount of time based on business needs to acclimate to any such changes to productivity goals.
3. Newly hired bargaining unit employees shall have sufficient training and a 60-day acclimation period during which they will have a gradual escalation of productivity goals.
4. Bargaining unit employees may be asked to respond to reasonable requests to handle time-sensitive matters outside of their regularly-scheduled work hours or shifts as necessitated by their job duties. If the frequency of such requests becomes unduly burdensome, bargaining unit employees should notify their managers who will then make good faith efforts to address their concerns. For purposes of clarity, any work performed outside of a bargaining unit employee's regularly-scheduled work hours or shifts, including work to meet productivity goals, is subject to the provisions of Article 26, Hours & Compensatory Time, which requires prior approval from their manager.

Article 9 Workplace Transparency

The Company shall maintain an up-to-date organizational chart, in electronic form, in which bargaining-unit employees can view the workflow chain of command. The organizational chart shall also indicate Company executives.

The Union shall be notified by the Company of any changes in managerial command structure at Thrillist and any relevant changes in managerial command structure at Group Nine that impact Thrillist bargaining unit employees.

The Company shall notify relevant bargaining unit employees about new hires and promotions that have occurred at Thrillist. Additionally, the Company shall notify bargaining unit employees about separations from employment within their specific team or vertical.

Employment Records: Upon request, an employee is entitled to review their employment records, including their personnel file.

The Company shall mandate training on all aspects of the Agreement for managers following execution and thereafter for newly hired managers.

Article 10 Miscellaneous

Office Location

1. If the Company moves more than 25% of its employees to a new office space within the same city limits, including the five (5) boroughs, as the current office space, the Company will provide the Union with ninety (90) days notice of the move unless such notice is not possible because of unforeseen circumstances. In that case, the Company will provide as much notice as is practicable given the circumstances of the move. Following notice to the Union of a move, the Company will offer to meet with the Union to discuss plans for use of the new office spaces, for example the design and location of employee workstations, the availability of gender neutral bathrooms, ADA compliance, access to meeting and conference rooms. For the avoidance of doubt, the Company will be the sole decision maker for final plans for the office space.
2. If the Company moves more than 25% of its employees to a new office space outside the current city limits, the Company shall provide the Union with five (5) months notice of the relocation unless such notice is not possible because of unforeseen circumstances. In that case, the Company will provide as much notice as is practicable given the circumstances of the move. Following notice to the Union of a move, the Company will offer to meet with the Union to discuss plans for use of the new office spaces, for example the design and location of employee workstations, the availability of gender neutral bathrooms, ADA compliance, access to meeting and conference rooms. For the avoidance of doubt, the Company will be the sole decision maker for final plans for the office space. The Company will offer to meet with the Union regarding the effects of a move, including possible reimbursements to cover personal relocation costs related to a necessary change in residence, as determined by the Company.

Office Miscellaneous

1. The Company shall provide workspaces/stations and conference rooms for employees to use.
2. In compliance with applicable law and Group Nine's policies, the Company will engage in a cooperative dialogue with a bargaining unit employee regarding a request for a reasonable accommodation for an employee's disability. This shall include requests for a standing desk converter as an accommodation. The Company has the right to request documentation from employees in support of the request. For all other employees, the Company shall not unreasonably deny requests for standing desk converters.
3. The Company shall provide employees with all necessary supplies and equipment (e.g., monitors). The Company shall determine the necessary and appropriate equipment needed for employees to perform their job responsibilities, however employee requests shall not be unreasonably denied.
4. The Company may search workstations including desk drawers in the cases where there is a legitimate health or safety concern or in the event of an urgent and unforeseen circumstance. The Company shall attempt to reach the employee before accessing the employee's workstation including desk drawers when there is no urgent issue/reason for accessing the workstation and/or no legitimate health or safety concerns.
5. Employees who work from home will be provided the equipment necessary to perform their job at home. The Company shall determine the necessary and appropriate equipment needed for employees to perform their job responsibilities, however employee requests shall not be unreasonably denied.
6. The Company shall notify the Union at least one (1) month in advance of any broad plans to reopen the office(s) during or after the COVID-19 pandemic. The Company shall confer with the Union about its plans to reopen.

Union Access and Business

1. A Union representative may visit the Company's premises for the purpose of investigating working conditions or conferring with the Company or bargaining-unit employees. The Union representative's visit shall not interfere with operations. The Union must provide the Company reasonable notice prior to visit. The Union shall not be required to sign a Non-Disclosure Agreement to enter the Company premises.
2. The Company shall provide space for a bulletin board in a reasonably accessible place for Union notices.

Work Travel

1. The Company recognizes the need of all employees to balance work and family obligations and agrees to make efforts to minimize hardships created by short-notice out-of-town assignments. Out-of-town assignments will be discussed with the employee as far in advance as possible. If an employee believes a particular out-of-town assignment creates a hardship, the employee may seek to be excluded from the assignment without facing any adverse consequence or being excluded from future out-of-town assignments. The Company will then consider alternative arrangements, including the substitution of a similarly skilled employee. For the avoidance of doubt, the Company is not obligated to make changes to the assignment.
2. During work travel, employees shall not be required to share hotel rooms or lodging with colleagues. Bargaining unit employees shall be required to follow Group Nine's Travel and Business Expense policy during all business travel.

Article 11 Remote Work

1. The Company shall determine whether employees are eligible to work from home on a temporary or permanent basis based on the Company's legitimate business needs and may adopt a work from home policy, which bargaining unit employees shall participate in on the same basis as other employees, subject to the below provisions.
 - a. Employees shall be able to apply for any work classification (in office, remote, etc.) for which they are eligible.
 - b. The Company shall not unreasonably withhold approval to work from home.
 - c. The Company will provide employees who don't have a permanent work station at the office with a safe and secure place to store personal and work-related belongings for daily use with the expectation that the employee will clean out the drawer before leaving the office each day. On an as needed basis, the Company will work with individual employees to provide space to store belongings between office visits to the extent practicable.
 - d. Employees may speak to and consult with their manager(s) at any time about their request to change their work classification (in office, remote, etc.).
 - e. The Company will confer with the Union before implementing any substantive changes to the policy.
2. If at any point the Company determines that the Company's business needs have changed and the employee's work location designation will change as a result, the Company shall provide a minimum of one (1) month advance notice to the employee unless such remote work timeline was previously agreed to between the employee and the Company. If the employee's change in work

classification (in office, remote, etc.) requires the employee to move between states (excluding the tri-state area), the employee will receive at least three (3) months' notice.

3. This provision shall be subject to Article 21, Grievance and Arbitration, however the Company's determination as to an individual employee's work classification shall not be arbitrable.

Article 12 Probationary Period

All new employees in the bargaining unit shall have a six (6) month probationary period. During this time, the bargaining unit employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement. The Company will provide an employee within their probationary period with written notification of any known performance issues that may impact their successful completion of the probationary period at three (3) and five (5) months, if applicable. The Company shall notify the Union at least thirty (30) days in advance of an employee's termination if a new employee is not on track to successfully complete the probationary period based on any known performance issues. Nothing in this Section shall limit the Company's right to discipline or discharge an employee for any reason during their probationary period.

If the Company fails to provide the requisite notice to the employee or Union prior to termination for a termination related to performance issues, the Company will provide the employee with a minimum of four (4) weeks of severance pay and one (1) month of COBRA upon execution of a standard Company separation agreement and release. Nothing in this section prevents the Employer from offering or agreeing to provide a greater severance package.

Article 13 Discipline

- a. The Company shall have the right to discipline, demote, suspend, or discharge bargaining unit employees for just cause, which shall include, but is not limited to, misconduct, poor performance, failure to comply with the Company's policies and procedures, theft, violence, etc.
- b. The Company shall have the unilateral right to discharge or otherwise discipline any bargaining unit employee from his or her position if, in the Company's sole judgment, the bargaining unit employee does not meet the Company's standards for editorial content, editorial quality, and/or professional journalistic ethics, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. 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 editorial-based reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial judgment of the Company and must uphold the discharge or other disciplinary action. In the event the Company intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this Section 13(b) and not under any other provision of this Agreement. If a discharge is so designated, the bargaining unit employee shall be entitled to severance payments in accordance with Article 14(g) of this Agreement.

- c. The Company will provide the Union and the employee with copies of any formal written disciplinary action (written warning, performance improvement plan (PIP), suspension, termination notice) within two (2) business days of employee's receipt of disciplinary action, and the employee shall have the opportunity to respond in writing and have that response placed in their Human Resources files.

Article 14 Layoffs & Severance

- a. A bargaining unit employee who is terminated for gross misconduct is not entitled to severance pay.
- b. In the event of a layoff an employee may request copies of work product by contacting Human Resources and receiving approval from the Company for the work product requested. This includes access to archived Google account data and similar archives as long as not prohibited by any applicable laws. Requests shall not be unreasonably denied.
- c. For a period of six (6) months following the date of a bargaining unit employee's lay off, that employee may apply for an open position at the Company and will be provided with a hiring manager interview for any position for which they meet the current minimum qualification.
- d. Group Nine shall continue to provide employment verifications to former employees.
- e. An employee who leaves for other employment before the proposed termination date, but after receiving notice of termination, shall nevertheless receive full severance pay.
- f. If an employee who is laid off and returns to Thrillist within nine (9) months of the termination of their employment, the Company will honor the original hire date for purposes of vacation time and any other term of this Agreement. Nothing in this Agreement prevents Thrillist from honoring the seniority or employment longevity for any employee who returns to Thrillist at any time after any period.
- g. Any bargaining unit employee who is laid off (i.e. for economic reasons, position elimination, or other reasons) and is not discharged for cause, shall receive the following severance pay:
 - i. Any bargaining unit employee with less than two (2) years of employment, shall upon execution of a standard Company separation agreement and release receive eight (8) weeks of severance pay.
 - ii. Any bargaining unit employee with at least two (2) years but less than four (4) years of employment, shall upon execution of a standard Company separation agreement and release receive ten (10) weeks of severance pay.

- iii. Any bargaining unit employee with at least four (4) years but less than five (5) years of employment, shall upon execution of a standard Company separation agreement and release receive eleven (11) weeks of severance pay.
 - iv. Any bargaining unit employee with at least five (5) years but less than six (6) years of employment, shall upon execution of a standard Company separation agreement and release receive twelve (12) weeks of severance pay.
 - v. Any bargaining unit employee with at least six (6) years but less than seven (7) years of employment, shall upon execution of a standard Company separation agreement and release receive thirteen (13) weeks of severance pay.
 - vi. Any bargaining unit employee with at least seven (7) years but less than eight (8) years of employment, shall upon execution of a standard Company separation agreement and release receive fourteen (14) weeks of severance pay.
 - vii. Any bargaining unit employee with at least eight (8) years but less than nine (9) years of employment, shall upon execution of a standard Company separation agreement and release receive fifteen (15) weeks of severance pay.
 - viii. Any bargaining unit employee with at least nine (9) years of employment, shall upon execution of a standard Company separation agreement and release receive sixteen (16) weeks of severance pay.
- h. The Company shall cover the full cost of COBRA for the length of the severance period, provided the employee enrolls in COBRA upon execution of a standard Company separation agreement and release. The Company shall comply with any obligations under the American Rescue Plan Act of 2021 or any similar subsequent laws.
 - i. An additional minimum premium of twenty-five percent (25%) of the payment provided under Sections g(i-viii) in the event of a layoff triggered by a strategic realignment under Article 16, Management Rights of this Agreement.
 - j. If Group Nine enhances any severance benefits or introduces new severance benefits above what is provided for in this Article 14, Layoffs & Severance, such enhancement or new benefits will apply to bargaining unit employees on the same terms and conditions as all Group Nine employees. The Company may change or amend the enhanced benefits, but in no event will it provide less than the benefits described in this Article 14.

Article 15 Hiring, Offer Letters, and Individual Agreements

All job announcements for positions within the bargaining unit will include a statement identifying that the position is within the bargaining unit as well as a notice of nondiscrimination.

The Company may continue to provide potential bargaining-unit employees offer letters with terms and conditions of employment above those contained in this Agreement.

The following modifications shall be deemed to be made to the individual employment agreements, current or future, of bargaining unit employees:

1. All at-will employment provisions shall be deleted in their entirety.
2. All non-compete obligations shall be deleted in their entirety.
3. Each individual employment agreement shall be amended to include the following provision: “Nothing in this agreement prohibits bargaining unit employees from discussing terms and conditions of employment and/or engaging in concerted activity protected by law.”

Non-Disclosure and Non-Disparagement

In the event an employee brings a discrimination or harassment complaint through the Company’s internal complaint procedure as described in the Group Nine’s Sexual Harassment, Equal Employment Opportunity, Anti-Discrimination and Anti-Harassment policies, any settlement agreement, separation agreement or release between the Company and employee will not contain a non-disclosure agreement unless a non-disclosure agreement is the complainant’s preference and is agreed to by the Union and the Company.

Any non-disparagement terms contained in separation agreements for bargaining unit employees shall not include any infringements on their rights protected under the National Labor Relations Act.

Article 16 Management Rights

- a. Management of the Company, the Thrillist properties, websites, and all related projects and ventures (including, but not limited to, projects and ventures related to advertising, social media, and live events) is vested exclusively with the Company. Except as otherwise provided in this Agreement, the Union agrees that the Company has the right to establish, plan, direct and control the Company’s missions, projects, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control the Company’s operations; to alter, extend or discontinue existing equipment, operations, technologies, facilities, and location of operations and programs; to determine and modify the number and qualifications for staff, scheduling, responsibilities and assignment of bargaining unit employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of bargaining unit employees is evaluated; to establish and require bargaining unit employees to observe Company policies, rules and regulations; to establish or modify its hours of operation; to assign work locations; to schedule hours of work; to recruit, hire, transfer, or layoff; and to exercise sole authority on all decisions involving editorial content.
- b. The Company shall have the right, in its sole discretion, to subcontract bargaining unit work and use independent contractors, including, but not limited to, freelancers, outside bloggers and other outside contributors. Additionally, the Company shall have the right, in its sole discretion, to assign bargaining unit work to non-unit employees, including, but not limited to, supervisors, employees working on branded content teams, and interns, provided that Thrillist shall not

implement a layoff of bargaining unit employees as a direct result of subcontracting or assigning work to non-unit employees or third parties unless it is a strategic realignment.

- c. For purposes of Sections 16(b) and 16(c) only, a “strategic realignment” shall mean the elimination of a coverage area of a department or project or a significant reduction of the Company’s labor costs. In the case of a strategic realignment, the Company shall provide three (3) weeks’ notice of layoff to the Union; additional severance pursuant to Article 14(i); and discuss the effects of the layoff. For the avoidance of doubt, the obligations to provide three (3) weeks’ notice, additional severance and obligation to discuss effects of layoff shall not apply if the Company lays off bargaining unit employees but does not subcontract or reassign the work.
- d. The Company may make and/or continue and from time to time, add to or change such reasonable rules and regulations as it may deem necessary and proper for the conduct and management of its business, provided the same are not inconsistent with any of the provisions of this Agreement.
- e. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority of the Company existing prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management.

Article 17 Intellectual Property Derivative Work

Subject to the below provisions, work product produced by bargaining unit employees for the Company and/or Group Nine Media pursuant to Group Nine Media’s Protective Covenants Agreement and any other applicable intellectual property policies for which bargaining unit employees have been put on notice, is owned by Group Nine Media (“Company Works”). Bargaining-unit employees shall retain the rights to their personal intellectual property not included within the definition of Company Works (“Employee Works”). The definition of “Employee Works” shall not be altered without the consent of the Union.

If an Employee would like to use material owned by the Company (including but not limited to written content, video content, unused pitches, photographs, graphics), they may make a request in writing to Senior Management, and must obtain written approval from Senior Management before using any such material. The Company will respond to such a request within five (5) business days. The granting or denial of such approval is in the sole discretion of the Company.

Nothing in this Article should be interpreted as preventing bargaining unit employees and the Company from agreeing on a derivative work arrangement on an individual basis.

If the Company intends to create derivative work based on work done by one or more bargaining-unit employees, the employee(s) will receive suitable credit in the work unless impracticable to do so based on legitimate technical or third-party business relations considerations.

If the Company intends to sell the rights to work created by bargaining-unit employees to a third party, the employee(s) will receive suitable credit in the work, unless impracticable to do so based on legitimate technical or third-party business relations considerations.

Credits

1. Bargaining-unit employees shall receive proper credit for work performed for the Company (e.g., bylines, on-screen video credits), unless impracticable to do so based on legitimate technical or third-party business-relations considerations. Notwithstanding the foregoing, the Company shall not be required to provide such production credits to Thrillist Editorial employees on Branded Content. If the Company intends not to credit an employee for work created, it shall notify the employee within ten (10) business days. The Company shall assign credit to each bargaining-unit employee that contributes to producing a television, video, audio, or written piece, including pieces that are aired or streamed on broadcast television, cable, streaming services and the internet (including derivative works for third party platforms). Onscreen credits shall list each participating bargaining-unit employee's name and assigned job title connected with the piece. Additionally, the Company shall provide new production credits to each bargaining unit employee who makes a substantive addition or alteration to the piece to the extent it is reasonably practicable based on good faith considerations.
2. Within 60 days of execution of the Agreement, the Company shall create and distribute a credit policy. When the Company makes substantive changes to the policy, it shall notify the Union. The Union may provide feedback to the Company on the policy for consideration by management.
3. When employee work is created and sold for linear television or a streaming platform, the Company shall submit credits to IMDb.
4. Bargaining-unit employees shall have the right to decline onscreen credits and bylines in any instance but must consult with their manager to provide a reason for declining the credit.
5. Bargaining unit employees may request to have credits added to the description of videos (e.g. YouTube).
6. The Company shall not credit bargaining-unit employees for work or content they did not create.

Personal Social Media

Under no circumstance shall the Company have control over or claim to bargaining-unit employees' personal social media accounts or personal websites. Notwithstanding the above, bargaining-unit employees shall not misrepresent their position within the Company or the content they have created on social media accounts or personal websites.

Article 18 Editorial Standards

1. The Company agrees to maintain an editorial style guide to ensure that it reflects the Company's values, and the ever-changing media industry. The Company agrees to inform the Union regarding any changes to the editorial style guide, and will, upon request, discuss the basis for any such changes.
2. Editorial content shall not be altered at the behest of non-editorial staff, subject to the following provisions:
 - a. General
 - i. Simple corrections for grammar, spelling, clarity, and nonessential points of fact may be corrected by writers and editors post-publication without a note. There are, however, cases that warrant substantive alterations and removal of content.
3. Procedures for Substantive Alterations and Removal.
 - a. In the event that a bargaining unit employee believes that content published by the Company violates this Article 18, or otherwise wishes to request removal or alteration of content, that bargaining unit employee may submit a request to Thrillist Senior Management to have the content altered or removed in full or in part. The Thrillist Senior Management shall respond to any such request within 48 business hours, with an indication of what action they plan to take with regard to the relevant content.
 - b. In the event that Thrillist chooses to remove a piece of content published by the Company, based on a request from a bargaining unit employee in accordance with the procedures set out in Section 3(a) above, the Thrillist Editorial Management will consider replacing the content with text indicating that the post was removed because it violated the Company's Editorial Standards Policy.
4. Except in rare circumstances, the Company will not regularly remove a piece of written content published by the Company based on a request from an advertiser. However, in the event that the Company decides it is appropriate under the circumstances to remove a piece of written content published by the Company based on a request from an advertiser, the Company shall promptly notify the Union, maintain the webpage on which the content appeared for a reasonable period of time and indicate that the content was removed for business reasons.
5. Except in rare circumstances, the Company will not regularly substantively alter a piece of written content published by the Company based on a request from an advertiser. However, in the event that the Company decides it is appropriate to substantively alter a piece of written content published by the Company based on a request from an advertiser, the Company shall communicate such alteration to the author of the content and to the Union. The author of the content shall have the right (but not the obligation) to have their name/byline removed from the content, and the Company shall add a disclosure to the content indicating that the content was written as an editorial piece and subsequently altered to become branded content.

6. The procedures set out in Article 18 shall not apply to content created by a third-party and subsequently shared, reposted, or re-distributed by bargaining unit employees (through content or link-sharing agreements, or otherwise).
7. Plagiarism of any kind is forbidden, whether it is an unattributed verbatim copy of someone else's work, unattributed summary of general ideas that belong to someone else, or a derivative work that so closely resembles the original as to render the two indistinguishable. Employees should not take someone else's work and pretend that it is their own.
8. Disclosure and Conflict of Interest
 - a. All native advertising and branded content shall be labeled and identified in accordance with the Company's policies to ensure transparency to staff and readers.
 - b. Notifications of conflicts of interest shall be included in published content.
 - c. The Company acknowledges that bargaining unit employees are not expected to create or distribute branded content as a core job duty. However, bargaining unit employees may, in limited circumstances, be asked to create or distribute branded content to support the needs of the business and supplement the Company's branded content efforts. If a bargaining unit employee feels that such an assignment is inappropriate under the circumstances (e.g. if an advertiser dictates sourcing or casting), that bargaining unit employee may decline the assignment. The Company shall ensure protection from retaliation for employees who decline inappropriate branded content work assignments. In the event that bargaining unit employees create branded content, the bargaining unit employees shall have the right (but not the obligation) to have their name omitted from the byline on written branded content, from the credits on video branded content, and from the author attribution on other forms of branded content, as applicable.
9. Bargaining unit employees shall not be assigned to create content which is demonstrably false, or may be reasonably construed to violate ethical journalistic standards

Article 19 Outside Work

- a. The Company recognizes that in the world of journalism, it has been a common occurrence that writers employed by one publication or company have, in appropriate instances, been permitted to publish written work product with another publication or company, i.e., "freelancing." Accordingly, the Company shall maintain a management committee (the "Thrillist Management Committee") to review, and approve or deny requests submitted by individuals in the bargaining unit to (i) self-publish or solicit offers to publish with another media company or platform any written work product created while employed with the Company, or (ii) to otherwise engage in outside work activities, including freelancing in the art and video areas, that are reasonably construed to be related to the Company's business (together, "Related Outside Work Activities"). The Thrillist Management Committee shall consist of representatives from the Company Human Resources Team and the Company Senior Management Team, as appointed by the Company. The approval of any requests pursuant to this Section 19(a) is in the sole discretion of the Company, and shall not be withheld in an arbitrary or capricious manner (which shall be

reviewable in accordance with the terms of the grievance and arbitration provisions set out herein).

- b. A bargaining unit employee shall direct any requests to engage in Outside Business Activities to the Thrillist Management Committee. The Company shall maintain an electronic form for employee requests, which shall automatically notify the Thrillist Management Committee and the manager(s) of the employee submitting such a request. The Thrillist Management Committee shall respond to all requests within three (3) business days. The Thrillist Management Committee may also delegate authority to approve or deny such requests to the manager of the bargaining unit employee who made the request.
- c. Bargaining unit employees may engage in outside work activities that are reasonably construed to be wholly unrelated to the Company's business ("Unrelated Outside Work Activities"). Examples of such Unrelated Outside Work Activities would include publishing a novel that is not a fictionalized account of employee's experiences with the Company and/or does not draw from work product that employee has created for the Company, performing volunteer work for a non-profit organization with a mission that does not implicate issues or subject matter closely related to the Company's business, or working on political campaigns. Bargaining unit employees shall not be required to obtain Company approval to engage in Unrelated Outside Work Activities. However, it is expressly understood that bargaining unit employees shall act in good faith in assessing whether work is an Unrelated Outside Work Activity, and, to the extent a bargaining unit employee is compensated for such Unrelated Outside Work Activity in the journalism, media, public relations, entertainment (business-side), travel, and/or food and beverage (business-side) fields, it shall give the Company reasonable advance notice before participating in any such activity.
- d. In the event that an Unrelated Outside Work Activity is reasonably deemed by the Company to potentially be a Related Outside Work Activity, the Thrillist Management Committee will have the sole discretion, pursuant to Section 19(a) above to approve or deny such outside work activity (which shall be reviewable in accordance with the terms of the grievance and arbitration provisions set out herein). In the event that the Thrillist Management Committee determines that such outside work activity is a Related Outside Work Activity, the Company may request that the bargaining unit employee cease such Related Outside Work Activity, and the bargaining unit employee must comply with such request.
- e. When working on any Outside Business Activities, employees shall not disclose any Company confidential information consistent with their confidentiality and non-disclosure obligations set forth in the PCA.
- f. All outside work must be completed outside of normal work hours.
- g. Within sixty (60) days of ratification and twice a year thereafter, the Company will educate employees and managers about this provision.

Speaking Engagements

Employees must seek approval from their manager and Group Nine's Communications department for all speaking engagements at which they will be representing the Company's business dealings, work product, corporate positioning or brand strategy, and except in cases where the employee's position is solely for identification purposes. If the request is approved, an employee will work with Communications to prepare for the engagement. Nothing in this Agreement prohibits employees from speaking publicly based on their rights protected under the National Labor Relations Act.

Article 20 Labor Management Committee

The parties shall establish a Labor-Management Committee consisting of bargaining unit and Company representatives which shall not exceed five (5) bargaining unit representatives and five (5) management representatives, inclusive of two (2) representatives from Thrillist management, unless agreed upon by the Company and the Union prior to a meeting. The Committee shall meet regularly to discuss staffing, workload and other workplace issues as they arise. The Company and the Union shall provide agenda items in advance of the meeting.

Article 21 Grievance and Arbitration

1. Every grievance arising from the application or interpretation of this agreement will be adjusted as set forth below. A grievance shall be defined as an allegation by the Union or the Company that there has been a breach, misinterpretation or improper application of a term of this Agreement and shall be processed and disposed of as set forth below.
 - a. **Step 1:** The Union shall advise the head of the Company's Human Resources Team, the head of the Company's Legal Team, or other such similar Company representative reasonably appointed by the Company) in writing of a grievance. Grievances shall be filed within thirty (30) calendar days of the facts giving rise to the grievance, or on the date on which it should reasonably have been known that a dispute existed. The head of the Company's Human Resources Team, the head of the Company's Legal Team, or other such similar Company representative and the relevant manager, if any, shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of filing to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a written decision to the Union.
 - b. **Step 2:** If a grievance is not satisfactorily resolved at Step 1, it may be referred to arbitration by written request to the other party within thirty (30) calendar days of receipt of the Step I decision. In the event of any such request for arbitration, the Company and the Union agree that one of the following arbitrators will preside over any and all arbitration proceedings, subject to availability: Howard Edelman, Carol Wittenberg, Janet Spencer, or Joan Parker.
2. Grievances filed by the Company shall follow the same timeline as provided for in Sections 1(a) and (b) above.

3. The arbitrator's opinion and award shall be final and binding upon the parties.
4. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.
5. Any time periods in this Article 21 may be waived or held in abeyance only by written agreement between the parties.

Article 22 Legal Defense

If an employee is sued or charged under any federal, state, or local law, or is subpoenaed as a witness in connection with the employee's performance of work for the Company that is within the scope of their authorized duties, the Company shall defend and provide legal counsel for the employee at the Company's expense. Selection of such counsel will be at the discretion of the Company. The Company and the involved employee shall notify each other immediately upon receiving notice of such litigation or threat of litigation.

The Company shall not be responsible for defending or indemnifying any employee who has independently and without Company direction or knowledge engaged in fraud, severe criminal conduct, or a knowing or negligent violation of any law or relevant Company policy.

Article 23 Successorship

In the event that the Company sells, assigns or transfers any part of its right or title to conduct the operations covered by this Agreement, or sells, assigns, or transfers substantially all of the assets used in such operations, or in the event there is a change in the form of ownership of the Company, the Company shall give the Union reasonable advance notice thereof in writing.

This Agreement shall be binding on any successor of the Company, which will abide by the Agreement's terms and conditions for the duration of the Agreement.

Article 24 Separability and Savings

If any provision of this agreement violates or requires either Party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

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

Article 25 Compensation

1. Effective May 1, 2021, the minimum annual salaries for the job tiers set forth in Addendum A (the "Job Tiers") are as follows (and shall not be increased for the term of this Agreement, except as addressed below):
 - a. The minimum annual salary for Job Tier 1 shall be \$80,000 per year.
 - b. The minimum annual salary for Job Tier 2 shall be \$73,000 per year.
 - c. The minimum annual salary for Job Tier 3 shall be \$65,000 per year.
 - d. The minimum annual salary for Job Tier 4 shall be \$58,500 per year. The minimum annual salary for Job Tier 4 shall be increased to \$60,000 per year on May 1, 2022.
2. Effective May 1, 2021, each bargaining unit employee's annual base salary shall be increased by 2.5% and be eligible for a merit increase from a merit pool equal to 1% of the total annual salaries of bargaining unit employees calculated upon execution of the Agreement unless the Job Tier minimum in Sections 1(a)-(d) above is greater than the foregoing increase in this Section 2 in which case the bargaining unit employee shall receive the Job Tier minimum.
3. Effective no later than May 1, 2022, each bargaining unit employee's annual base salary shall be increased by 2.5% and be eligible for a merit increase from a merit pool equal to 1% of the total annual salaries of bargaining unit employees calculated as of one (1) day before May 1, 2022 unless the increase in their same Job Tier minimum in Section 1(d) is greater than the foregoing increase in this Section 3, in which case the bargaining unit employee shall receive the Job Tier minimum.
4. Effective no later than May 1, 2023, each bargaining unit employee's annual base salary shall be increased by 2.5% and be eligible for a merit increase from a merit pool equal to 1% of the total annual salaries of bargaining unit employees calculated as of one (1) day before May 1, 2023.
5. One time cash bonus of \$500 per person for every member of the bargaining unit, \$300 to be paid on the execution of the agreement and \$200 to be paid on May 1, 2022.
6. Bonuses. Employees will continue to be eligible for bonuses on the same basis as other non-executive, non-managerial Group Nine employees.
7. Promotion.
 - a. An employee who has been in Tier Four (4) for at least one (1) year shall be evaluated for a promotion on the next twice-annual performance review cycle following their one (1) year anniversary in such tier. The Company shall make good faith efforts to promote the employee, unless there are legitimate business and/or performance considerations for denying the promotion. Nothing in this Agreement prevents the Company from promoting these employees sooner.
 - b. An employee who is promoted shall receive a minimum six (6) percent increase to base pay or an increase to the Job Tier minimum in Addendum A, whichever is greater.

8. Longevity. Upon reaching their fifth (5), tenth (10), fifteenth (15) and twentieth (20) year employment anniversary, the Company shall provide employees with a commensurate gift.
9. Equal Pay. In the event that any bargaining unit employee believes that there is a salary difference of twelve (12) percent or greater for equal work in the same role they should raise the issue with Human Resources/People Team and the Company shall immediately investigate the matter and either set forth the basis of the different pay or adjust the lower paid bargaining unit employee's salary to be within ten (10) percent of the higher pay for equal work in the same role at the next twice-annual Company performance review cycle.
10. Pay Above Minimums. The Company has the discretion to pay new and current employees above the minimum rates.

Article 26 Hours & Compensatory Time

1. **Work Week.** The regular work week for full time employees is five (5) consecutive eight (8) hour days.
2. The Company shall comply with all overtime laws.
3. Bargaining unit employees are entitled to receive compensatory time off in accordance with the following ("Comp Time"):
 - a. Normal Work Days and Non-Work Days
 - i. When bargaining unit employees, with prior approval from their managers, work at least four (4) hours and up to six (6) hours beyond normal work hours (i.e., typically, 10:00AM to 6:00PM local time) or on a Company holiday or other such non-work day, they shall be entitled to a half-day of Comp Time.
 - ii. If bargaining unit employees, with prior approval from their managers, work more than six (6) hours or more beyond normal work hours or on a holiday or other such non-work day, they shall be entitled to a full day of Comp Time.
 - iii. The bargaining unit employees must make all requests in writing, with a summary of the work coverage that they engaged in beyond normal work hours. In lieu of the half-day of Comp Time referenced in Section 3(a)(i) above, bargaining unit employees may request (but in no circumstances shall be required) to be permitted to start the work day at a later-than-normal hour the following day.
 - b. Travel
 - i. With respect to travel on a normal work day, when bargaining unit employees are performing work outside normal work hours while traveling, such employees shall be entitled to Comp Time in accordance with Sections 3(a)(i) or (ii) above,

whichever is applicable. All travel time required for field production shall be considered work for all purposes of this Section.

- ii. When bargaining unit employees are required by their managers to travel for work on a Company holiday or other such non-work day, they shall be entitled to a half-day of Comp Time unless the time of travel exceeds six (6) hours, in which case they will be entitled to a full day of Comp Time. For purposes of this Section 3(b)(ii), travel time shall run from the time the bargaining unit employee leaves their residence until the time they arrive at either their hotel room (when staying overnight) or returns that day to their residence.

c. Use of Earned Comp Time

- i. The use of Comp Time must be requested in writing and provided to their manager with reasonable advance notice.
- ii. Bargaining unit employees are required to use any approved Comp Time in half-day or full-day increments within thirty (30) days of the day on which the bargaining unit employee began to accrue Comp Time. Managers shall work with bargaining unit employees to schedule the half or full day increments at mutually agreeable times within the thirty (30) days. Comp Time shall not accrue or roll over beyond the thirty (30)-day time frame for use.

4. Reimbursements

- a. Should a bargaining unit employee be approved by a manager to work more than 10 consecutive hours, the employee may expense \$20 to the Company for a meal. This meal policy shall not apply to employees when they work from home unless otherwise agreed to by a manager. The Company shall provide reimbursement for the cost of transportation from the office to their home pursuant to Group Nine's Travel & Expense Policy via Uber, or any similar rideshare if Group Nine changes its policy, if the employee is required to report to work before 6:00 am and/or finishes work later than 9:00 pm.
- b. The Company shall provide cell phone reimbursement to all eligible employees in compliance with Group Nine's BYOD policy.
- c. The Company shall provide employees who are designated fully remote with a stipend of not less than \$15/month which will be increased to not less than \$20/month on January 1, 2022. The Company shall reimburse employees who are designated fully remote a minimum of \$150 for the cost of home office equipment (desk, chair, etc.) during their employment.
- d. If Group Nine enhances any reimbursement policies or introduces new reimbursement policies above what is provided for in this Section 4, Reimbursements, such enhancement

or new benefits will apply to bargaining unit employees on the same terms and conditions as all Group Nine employees. The Company may change or amend the enhanced benefits, but in no event will it provide less than the benefits described in this Section 4.

Article 27 Leave and Related Policies

Vacation

The following annual vacation time shall be granted during the calendar year to each bargaining unit employee who, by the end of the calendar year, will have continuous service with the Company as follows:

Tenure	PTO Amount	Increase Rate	Rollover
0-5 years	20 days/year	1.66 days/month	Rollover and Maximum Days Per Year will be the same as G9 policy but rollover will never be less than 10 days
5+ years	25 days/year	2.08 days/month	Rollover and Maximum Days Per Year will be the same as G9 policy but rollover will never be less than 10 days

Sick Leave

1. Eligible employees may use up to 80 hours of sick leave (i.e., ten days) per calendar year, available for use as of January 1 of each year.
2. **Reasons for Leave.**
 - a. The employee's own physical or mental illness, injury, health condition, or to seek medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care;
 - b. The care of a family member who needs medical diagnoses, care or treatment of a mental or physical illness, injury, or health condition or who needs preventative medical care;
 - c. Closure of the workplace by order of a public official due to a public health emergency;

- d. To provide care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency;
 - e. Needs of an employee to take “Safe Time” as defined below; or
 - f. Other reasons as required by applicable state or local law.
3. Family member shall include an employee’s child (biological, adopted, foster, stepchild or to whom the employee stands in loco parentis), spouse, domestic or civil union partner, parent (including stepparent or one who stands in loco parentis to the employee), sibling (including adopted, half- or step-sibling), grandparent, grandchild, the child or parent of an employee’s spouse or domestic partner, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.
4. **Safe Time.** An employee may elect to use paid sick leave as “Safe Time” when the employee or a family member of the employee has been the victim of domestic violence, sexual abuse, stalking, or other family offense matters and the employee chooses to take off:
- a. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking or human trafficking;
 - b. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee’s family members from future family offense matters, sexual offenses, stalking or human trafficking;
 - c. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in, any criminal or civil proceeding, including but not limited to matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit; or
 - d. To file a complaint or domestic incident report with law enforcement;
 - e. To meet with a district attorney’s office;
 - f. To enroll children in a new school;
 - g. To take other actions necessary to maintain, improve or restore the physical, psychological, or economic health or safety of the employee or employee’s family member or to protect those who associate or work with the employee.

Bereavement Leave

Employees are eligible for up to five (5) days of paid bereavement leave (whether or not consecutive) in connection with the death of a family member. Employees are eligible for up to three (3) days of paid

bereavement leave (whether or not consecutive) in connection with the death of anyone who is not a family member. Employees may take additional bereavement leave upon approval by their manager.

Parental Leave

Eligible employees may take twelve (12) weeks of paid parental leave in connection with the birth or placement for adoption or foster care of a child upon completion of twenty-six (26) weeks of employment. Employees will be paid their entire salary for the twelve (12) weeks and the weeks may be taken consecutively or intermittently.

Employees that have not accrued twenty-six (26) weeks of employment and that are not eligible for Group Nine's Parental Leave Policy because of length of service may take four (4) weeks of parental leave and subsidize short term disability leave with sick leave and un-accrued paid time off that will be advanced to the employee. Upon reaching twenty-six (26) weeks of employment, the employee shall be eligible to take the remaining eight (8) weeks of paid parental leave plus any additional leave required by law. Nothing in this Agreement prevents the Company from providing additional paid leave time to be used for parental leave to employees with less than twenty-six (26) weeks of employment.

Fridays

During the term of this Agreement, the Company shall continue its policy of "Summer Fridays" between Memorial Day and Labor Day. An employee is permitted to take four (4) full days or eight (8) half days off during this period of time as long as there are no business needs requiring them to work during that time. Should an employee be required to work on a summer Friday, the employee's manager will work with them to schedule the time off within two (2) weeks.

Sabbatical

Upon reaching their five (5) year employment anniversary, employees shall be eligible for four (4) weeks of unpaid Sabbatical leave. Upon reaching their seven (7) year employment anniversary, employees shall be eligible for four (4) weeks of sabbatical leave at half pay. To take Sabbatical leave, employees must provide three (3) months advanced written notice and obtain approval from their manager for the leave. Approval will not be unreasonably denied. Sabbaticals may only be taken once every seven (7) years. If an employee takes unpaid leave after their five (5) year anniversary they are not eligible for paid sabbatical leave upon their seven (7) year anniversary. Sabbatical leave must be taken in a single block of time. Employees working within the same vertical/team shall not overlap their sabbaticals. Employees on a Sabbatical leave may continue medical benefits by paying their same portion of the premiums of the benefit cost. Benefits such as holiday pay, bereavement leave and jury duty pay shall cease during Sabbatical leave. An employee cannot combine Sabbatical leave with PTO to extend the length of the sabbatical or PTO.

Additional Leave

Bargaining unit employees shall continue to be eligible for the following time off benefits on the same terms and conditions as all other non-executive employees at Group Nine:

- Religious and/or Cultural Holidays (at least 3)
- Company Holidays
- Family and Medical Leave
- Disability Leave
- Military Leave Time Policy
- Jury Service
- Crime Witness/Victim Leave
- Voting Leave
- Blood Donation Leave
- Bone Marrow Leave
- Leave as a Reasonable Accommodation

PTO Payout

If Group Nine implements a group layoff of three (3) employees or more and provides payout of paid time off to employees where it is not legally required, the Company will also provide payout of paid time off to bargaining unit employees that are terminated as part of the group layoff.

General

If Group Nine enhances any leave benefits or introduces new leave benefits above what is provided for in this Article 27, Leave and Related Policies, such enhancement or new benefits will apply to bargaining unit employees on the same terms and conditions as all Group Nine employees. The Company may change or amend the enhanced or new leave benefits, but in no event will it provide bargaining unit employees less than the benefits described in this Article.

Article 28 Employee Benefits

Retirement Benefits

Bargaining unit employees shall be eligible for the Group Nine 401(k) plan. Group Nine shall match \$0.50 for every \$1.00 contributed by the employee, up to 5% of the employee's gross wages. If the Company intends to change the 401(k) matching plan during the term of this Agreement, it shall notify the Union and provide an opportunity to bargain over the proposed changes.

Medical, Dental, Prescription, Vision

The Company shall maintain the current medical, prescription, dental and vision benefits, including the premiums paid by employees for those benefits, currently offered to bargaining unit employees throughout 2021. 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. The Company will provide at least 30 days notice of any proposed plan design or changes in employee costs unless unforeseeable circumstances make it impracticable to do so. The Company will maintain a high deductible/low cost plan where the employee premium does not increase more than 20% year over year. The Company will endeavor to maintain all plans where the employee premium does not increase more than 20% year over year but should there be unforeseen increase in the cost of healthcare benefits and the Company proposes to raise

the employee premiums more than 20% year over year, the Company shall offer the Union the opportunity to review and discuss the premiums with the Company, although such discussions shall not delay offering any health care benefits during open enrollment. Percentage increases for employee premiums must be less than or equal to the Group Nine percentage increases for premiums in each year.

WPATH Standards

The Company will endeavor to align with the WPATH (World Professional Association for Transgender Health) standards. Within ninety (90) days of ratification of this Agreement, the Company (including but not limited to individuals with oversight over Group Nine Health Benefits) shall continue to meet with the Union upon request, but not more than quarterly, to address trans employee health coverage and costs.

General

If Group Nine enhances any health or retirement benefits or introduces new health or retirement benefits above what is provided for in this Article 28, Employee Benefits, such enhancement or new benefits will apply to bargaining unit employees on the same terms and conditions as all Group Nine employees.

Article 29 Other Benefits

Bargaining unit employees shall continue to be eligible for the following benefits on the same terms and conditions as all other non-executive employees at Group Nine:

- Short-term Disability
- Long-term Disability
- Life Insurance and Accidental Death and Dismemberment
- Flexible Spending Accounts (medical and dependent care)
- Pre-tax Transit and Parking Reimbursement
- Mileage Reimbursement
- Gym Discounts
- On-demand Medical Services
- Wellness Benefits
- Corporate Perks and Discounts
- Rental Car Discounts

If Group Nine introduces new benefits, such benefits will apply to bargaining unit employees on the same terms and conditions as all other Group Nine employees.

Article 30 Freelance

Following ratification of this Agreement, an individual shall not be freelance performing in a role covered by this Agreement for longer than ten (10) concurrent months. Credit for time worked prior to the execution of this Agreement shall not exceed seven (7) months. If the Company wishes to utilize that individual beyond ten (10) months, the individual will be offered regular employment with the Company (via an offer letter) no later than thirty (30) days before the expiration of their freelance employment. A freelance employee who is converted to a full-time Company employee shall have at least seven (7) months of the freelance time counted towards their seniority. The Company shall not discontinue a freelance engagement, then rehire the same individual on a schedule that undermines the spirit of this Article. A freelance employee shall not be entitled to any benefits guaranteed in this Agreement.

Article 31 No-Strike/No Lockout

1. The Company agrees that during the term of this Agreement it will not lock out any bargaining unit employees covered by the terms hereof.
2. The Union agrees that during the term of this Agreement (1) it will not strike against, including any sympathy strike against, picket, or boycott the Company, or directly or indirectly interfere with any of the Company’s operations; (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet, or participate in any such strike, sympathy strike, picketing, boycott, or interference with any of the Company’s operations; (3) it will instruct its members to perform their contracts with the Company and it will at the same time instruct them not to strike against, picket, or boycott the Company.

Article 32 Term of Agreement and Negotiations

This Agreement shall be effective as of May 1, 2021 and shall continue in full force and effect up to and including April 30, 2024.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on ~~Sept 14, 2021~~ Sept 14, 2021.

For: The Writers Guild of America, East

For: Thrillist Media Group, Inc.

Name: Lowell Peterson 

Name: Annie Trombatore (Sep 14, 2021 16:50 EDT) 

Title: Executive Director

Title: Chief People Officer

Date: 09/08/2021

Date: Sep 14, 2021

Addendum A

Tier 1

- Senior Editor (including F&D, News, Travel, Entertainment, Local, etc.)
- Senior Producer
- Senior Video Editor
- Senior Creative
- Production Manager
- Senior Development Producer
- Senior Staff Writer (including F&D, News, Travel, Entertainment, etc.)
- Senior Manager (SEO, Social Media, Audience Development)
- Director of Photography

Tier 2

- Editor (including F&D, Travel, Entertainment, Local, etc.)
- Producer
- Senior Photographer
- Senior Illustrator
- Senior Graphic Designer
- Senior Motion Graphics Designer
- Producer/Editor
- Shooter/Editor
- Video Editor (including Special Platforms)
- Manager (SEO, Social Media, Audience Development)
- Development Producer
- Senior Copy Writer
- Staff Writer (including F&D, News, Travel, Entertainment, etc.)

Tier 3

- Specialist (SEO, Social Media, Audience Development)
- Graphic Designer (including Social Graphic Designer, Special Platforms)
- Motion Graphics Designer
- Illustrator
- Photographer
- Associate Producer
- Associate Producer/Editor
- Copy Writer
- Associate Editor (Editorial)
- Associate Editor (Video)

Tier 4

- Editorial Assistant
- Email Coordinator
- Production Assistant
- Coordinator (SEO, Social Media, Audience Development)
- Production Coordinator
- Development Associate
- Design Assistant
- Associate Designer (including Motion Graphics)
- Creative Coordinator
- Assistant Editor (Video)
- Copy Editor