

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**VICE MEDIA LLC**

**January 1, 2022 – November 15, 2024**

## COLLECTIVE BARGAINING AGREEMENT

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

### ARTICLE I – RECOGNITION

The Company recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the "Act") of the following bargaining units:

A. All full-time and regular part-time employees employed by Vice for the creation of Vice-branded written content for publication on Vice.com, Vice Magazine and the Vice digital verticals, in the following positions, excluding all other employees, managers, clerical employees, guards, professional employees and supervisors as defined in the Act:

- Assistant editors
- Associate editors
- Copy editors
- Contributing editors
- Deputy editors
- Editorial assistants
- Editors
- Evening/weekend News editors
- Features editors
- Homepage editors
- Managing editors
- Multimedia editors
- Night editors
- Photo editors
- Reporters
- Researchers
- Section editors (e.g., crime, culture, defense and security, environment, politics, and style)
- Senior associate editors
- Senior editors
- Senior investigative reports
- Senior social editors
- Social editors
- Staff writers
- West coast editors

B. All full-time and regular part-time employees employed by Vice for the creation of R29-branded written content for publication on R29.com in the following positions, excluding all other employees, managers, clerical employees, guards, professional employees and supervisors as defined in the Act:

Assistant editors  
Associate editors  
Copy editors  
Contributing editors  
Deputy editors  
Editorial assistants  
Editors  
Evening/weekend News editors  
Features editors  
Homepage editors  
Managing editors  
Multimedia editors  
Night editors  
Reporters  
Researchers  
Section editors (e.g., crime, culture, defense and security, environment, politics, and style)  
Senior associate editors  
Senior editors  
Senior investigative reports  
Senior social editors  
Social editors  
Staff writers  
West coast editors

C. All regular full-time and regular part-time employees employed by Vice Media, LLC (“Employer” or “Company”) to produce the “Vice News” programs, and create content for Vicenews.com, in the following positions, excluding all other employees, managers, clerical employees, guards, professional employees and supervisors as defined in the Act:

Archival Assistant  
Archival Producer  
Assistant Production Office Coordinator  
Associate Producer  
Associate Social Editor  
Contributor/Producer  
Producer  
Producer/Editor  
Production Coordinator  
Researcher  
Research Producer  
Media Operations Coordinator  
Segment Producer  
Story Producer  
Series Associate Producer

Video Producer  
Associate Editor  
Features Editor  
Senior Social Editor  
Head Writer for Short-Form Video  
Editorial Assistant  
Media Coordinator  
News Editor  
Politics and Policy Editor  
Reporter  
Senior Editor  
Studio Coordinator  
Technology Editor  
U.S Editor  
Contributing Reporter  
Copy Editor  
Social Editor  
Social Producer  
Senior Editorial Producer  
Senior social producer  
Show Writer  
Senior Field Producer  
Senior Reporter  
Senior Copy Editor  
Senior Show Writer

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

D. The Company recognizes the WGAE as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “Act”) of a unit of employees employed by Vice Media, LLC (“Employer” or “Company”) to create content for distribution on the basic cable channel entitled Viceland in the following positions, excluding all other employees, managers, clerical employees, guards, professional employees and supervisors as defined in the Act:

Associate Producer  
Archival Assistant  
Archival Producer  
Archivist  
Casting Producer  
Contributor/Producer  
Coordinator  
Development Coordinator  
Development Producer  
Field Coordinator

Field Producer  
Junior Contributor/Producer  
Junior Producer  
Producer  
Production Coordinator  
Researcher  
Senior Associate Producer  
Series Producer  
Social Producer  
Senior Production Coordinator  
Story Producer  
and other employees hired to perform the same or similar work.

E. The Company recognizes the WGAE as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “Act”) of a unit of regular full-time and regular part-time employees employed by Vice Media, LLC (“Employer” or “Company”) who produce video for distribution on the VICE Media, LLC owned and operated digital verticals in the following positions, excluding all other employees, managers, clerical employees, guards, professional employees and supervisors as defined in the Act.

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

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

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

## **ARTICLE II – UNION SECURITY**

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

employees who are temporarily placed in unit jobs to fill in for unit employees who have been assigned elsewhere (for a period not to exceed three months).

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

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

- (1) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or
- (2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

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

### **ARTICLE III – DUES CHECKOFF**

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

#### **WRITERS GUILD OF AMERICA, EAST**

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

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days

prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period.”

WITNESS:\_\_\_\_\_ SIGNATURE:\_\_\_\_\_ DATE:\_\_\_\_\_

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

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

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

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

#### **ARTICLE IV – GRIEVANCE AND ARBITRATION**

A. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a “grievance” or “grievances”) between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.

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

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

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

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

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

#### **ARTICLE V – NO-STRIKE/NO-LOCKOUT**

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

#### **ARTICLE VI – MANAGEMENT RIGHTS**

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

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



assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

## ARTICLE VII – COMPENSATION

A. All full-time and regular part-time employees on payroll on January 1, 2022 shall receive a minimum increase in their rate of pay of according to the below schedule:

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

All full-time and regular part-time employees on payroll on January 1, 2023, shall receive a minimum increase in their rate of pay of according to the below schedule:

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

All full-time and regular part-time employees on payroll on January 1, 2024, shall receive a minimum increase in their rate of pay of according to the below schedule:

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

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

No full-time employee shall have a salary of less than \$60,000.

**B. Minimums**

The following minimums apply to the job titles as they fall within the recognition language for each business unit. The combining of the below categories is not intended to enlarge or diminish the recognition language as outlined in the Article I, Recognition.

**Grade 1:** \$60,000, \$63,000 effective January 1, 2024

Editorial assistants  
Assistant Editor  
Researchers  
Junior staff writer  
Homepage editor  
Associate social editor  
Archival Assistant  
Assistant Production Office Coordinator  
Content Coordinator  
Contributing reporter  
Development Coordinator  
Field Coordinator  
Media Operations Coordinator  
Media Coordinator  
Production Coordinator  
Studio Coordinator

**Grade 2:** \$69,000; \$72,000 effective January 1, 2024

Staff writer  
Multimedia editor  
Social editor  
Reporter  
Copy Editor  
Evening / Weekend Editors Night Editors  
Associate Editor  
Archival Producer/Archivist  
Associate Producer  
Associate Producer/Shooter  
Casting Producer  
Development Producer  
Junior Contributor/Producer  
Junior Producer  
Publishing coordinator/Strategist  
Social Producer (any social platform)  
Senior Associate Producer  
Senior Production Coordinator

**Grade 3:** \$80,000; \$82,000 effective January 1, 2024

Field Producer  
Photo editor (Vice branded verticals only)  
West Coast Editors  
Editor  
Features Editor  
Contributing Editor  
Producer  
Producer/Shooter  
Senior Associate Editor  
Story Producer  
Contributor/Producer  
Features Editor  
Head Writer for Short Form Video  
News editor  
Politics and policy editor  
Producer/Editor  
Research Producer  
Segment Producer  
Series Associate Producer  
Story Producer  
Technology editor  
US editor  
Video producer  
Video publishing manager  
Show Writer

**Grade 4:** \$87,000; \$90,000 effective January 1, 2024

Senior Editor  
Special Projects Editor  
Senior Features Editor  
Senior Copy Editor  
Senior Editorial Producer  
Senior Field Producer  
Senior Reporter  
Senior Social Editor  
Senior Social Producer  
Senior staff writer/features writer  
Senior Investigative Reporter  
Series Producer

**Grade 5: \$100,000**

Senior Show Writer  
Managing editor  
Deputy editor

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

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

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

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

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

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

G. Non-VICE Payrolled Employees. The scale for non-VICE payrolled bargaining unit employees employed by VICE to produce video for distribution on the VICE Media, LLC owned and operated digital verticals, to produce the “Vice News Tonight” and “Vice on Showtime” programs, or to create content for distribution on the basic cable channel entitled Viceland, shall be 5% higher than the minimum scale for staff.

H. Whereas both parties recognize the need for talent retention, VICE payrolled employees on payroll at the time of ratification and on 1/1/2023 will receive a \$1000 bonus on the first payroll period after 1/1/2023.

**ARTICLE VIII – BONUSES**

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

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

## ARTICLE IX – HEALTH BENEFITS

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

B. **Other Benefits**

The employer will continue the following benefits:

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

C. **Mental Health Coverage:**

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

D. **Transgender and other Gender fluidity benefits/coverage:**

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

E. **Stock Appreciation:**

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

F. **Reimbursements/Resources**

- a. The Company will reimburse employees for expenses incurred pursuant to the Company Travel and Expense policy for approved travel for work purposes.
- b. Bargaining unit employees may continue to request that the Company provide access to industry-related online paywalls and subscriptions that are directly relevant to their job duties. Such requests shall be given due consideration by the

Company, and will not be arbitrarily denied. No subscriptions or access should be purchased without Company approval. Decisions shall be based in part upon the Company's evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Company as to the need for any associated project. The Company may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

### **Non-VICE Payrolled Employees**

The Company agrees, in addition to all wages and other sum required to be paid hereunder, to make contributions on behalf of each Non-Fiction Audio-Video Production non-VICE payrolled bargaining unit employee covered by this agreement to the Entertainment Industry Flex Plan ("the Flex Plan") or its lawful successor. After ratification of the contract the Company will make contributions on behalf of each such non-VICE payrolled bargaining unit employee in the sum of \$18 per day from 1/1/2022 to 12/31/2022; \$20 per day from 1/1/2023 to 12/31/2023; and \$22 per day from 1/1/2024 to 12/31/2024.

The Flex Plan is a Trust, operated pursuant to the terms and provisions of a written Trust Agreement and employer agrees to be bound by all the terms and conditions of the Trust Agreement(s) as they may be amended from time to time, including all decisions and determinations made by the Trustees or any impartial umpire as authorized by the Trust Agreement(s).

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

Payments and remittance report should be mailed to:

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

### **ARTICLE X – 401(K)**

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

## **ARTICLE XI – PAID TIME OFF & LEAVES OF ABSENCE**

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

## **ARTICLE XII – ALL OTHER BENEFITS**

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

## **ARTICLE XIII – COMPENSATORY TIME**

Overtime-exempt employees required by a supervisor or manager to perform work on a scheduled non-work day will receive compensatory time off. Overtime-exempt employees required by a supervisor or manager to work unusually long hours on a scheduled work day (e.g. actively working more than 12 hours in a day), will get compensatory time off. If the manager and employee do not agree on the time off, the employee may request a meeting with HR and the Union to resolve the issue.

Employees shall submit a formal time off request to their manager or supervisor through Workday (or similar HRIS system). The scheduling of compensatory time off must be pre-approved by the employee's supervisor or manager in advance, in writing. The proposed time off shall not be unreasonably denied. If an employee request for comp time is scheduled for within 30 days of comp time being triggered, they will not be unreasonably denied.

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

## **ARTICLE XIV – DISCIPLINE AND DISCHARGE**

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

The probationary period shall be 60 days for former employees who have passed the probationary period, have been rehired within 3 months of the end of their last employment with the Company and who were not dismissed for just cause.

After the fifth time of reemployment within three years to produce video for distribution on the VICE Media, LLC owned and operated digital verticals, to produce the "Vice News Tonight" and "Vice on Showtime" programs or create content for Vicenews.com, or to

create content for distribution on the basic cable channel entitled Viceland, the probationary period shall be two weeks for those re-hired employees.

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

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

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

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

- i. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these creative or quality-based reasons. If that is the case, the arbitrator may under no circumstances substitute his/her judgment for the creative or quality judgment of the Employer and must uphold the discharge or other disciplinary action.
- ii. In the event the Employer intends to utilize this provision on Creative and Quality Matters, it will notify the Union and the employee that the discharge is under this paragraph (c) and not under any other provision of this Agreement. If a discharge is so designated, the employee shall be entitled to severance payments in accordance with Article XV below.

D. It is further understood that notwithstanding any of the above, for any employee hired on a project or fixed-term basis, the employment may end at the end of the project or fixed-term period without any restrictions or any further obligations by the Company. In addition, in



the event the specific project to which an employee is assigned is cancelled, discontinued or ended for any reason, this paragraph shall not apply, and the Company's rights to end employment shall not be restricted in any manner.

**ARTICLE XV – LAY-OFF AND SEVERANCE**

A. Employees terminated pursuant to Article XIV Section (c), or a layoff shall be paid severance according to the following formula upon execution of a standard Company waiver and release agreement:

An employee who is terminated for just cause is not entitled to severance pay.

Length of Service	Severance (weeks)
Less than 6 months	Two (2) weeks
Less than one year	Six (6) weeks
1-4 years	Eight (8) weeks
4-5 years	Ten (10) weeks
5-6 years	Eleven (11) weeks
6+ years	2 weeks/year to a maximum of 18 weeks

If the employee elects COBRA coverage, the Company will continue to pay for the employer portion of COBRA coverage for the number of weeks as the employee receives severance pay, or until the employee begins receiving health coverage from a new employer, whichever comes first.

Employees who were employed on ratification and laid off prior to 1/1/23 will also receive the retention bonus outlined in Article VII.

Employees who return to the Company within one (1) year after a layoff will not incur a break in service.

Laid off employees who are suffering from online harassment as defined in this agreement shall continue to have access to Vice's online protection resources for up to one (1) year from their termination date.

## ARTICLE XVI – REUSE OF WORK

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

B. If an employee wants to create IP that is directly derived from work the employee developed or created for VICE, or is based upon VICE IP, employee must in all cases obtain permission from his or her supervisor, which VICE may absolutely deny. Such decision shall not be subject to the grievance and arbitration process.

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

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

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

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

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

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

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

### **ARTICLE XVII – KILL FEE**

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

### **ARTICLE XVIII – EDITORIAL INDEPENDENCE**

This Section is only applicable to those employees employed by Vice for the creation of Vice-branded written content for publication on Vice.com, Vice Magazine, the Vice digital verticals and R29.com, Vice social media platforms (i.e. YouTube), Vice audio platforms, and material for “Vice News Tonight,” or “Vice” on Showtime.

Applicable bargaining unit employees shall not be required by the Company to work on branded content.

If at the time a piece is assigned, the Company is aware of a specific sponsor or advertiser attached to the content, the employees assigned to work on such content shall be made aware of the sponsor or advertiser.

It is understood that it is not a core job function of applicable editorial employees to participate in the creation of sales pitches to advertisers. Applicable bargaining unit employees shall not be assigned to create content, which is demonstrably false, or may be reasonably construed to violate ethical journalistic standards.

The Company will consult with the Union before making any changes to its Editorial Policy for Vice.com, Vice Magazine, the Vice digital verticals or R29.com, Vice social media platforms (i.e. YouTube), Vice audio platforms, “Vice News Tonight” and “Vice” on Showtime or its Workflow (as presented to the Union on April 7, 2016).

For content produced by bargaining unit employees for “Vice News Tonight” and “Vice” on Showtime, or future shows, including audio, produced by Vice for 3rd party distributors decisions about the content of the program shall rest with the EVP of News or their equivalent, subject to legal review by the Company and legal review by 3<sup>rd</sup> party distributors.

### **ARTICLE XIX – LABOR MANAGEMENT COMMITTEE**

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

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

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

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

#### **ARTICLE XX – HEALTH AND SAFETY/SEXUAL HARASSMENT/WORKPLACE CULTURE**

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

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

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

Nothing in this contract prevents an employee to seek legal remedy.

Employees shall not be retaliated against for making claims under this Agreement.

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

In the event an employee brings a sexual harassment complaint, any resulting settlement agreement and/or separation agreement and/or release between the Employer and employee will

not contain a non-disclosure agreement that would prevent the disclosure of the underlying facts and circumstances surrounding the complaint, unless a non-disclosure agreement is the complainant's preference and is agreed to by the Union and the Employer. Such agreement by the Union shall not be unreasonably withheld. Any non-disparagement terms contained in separation agreements for bargaining unit employees shall not include any infringements on employees' rights protected under the National Labor Relations Act. The Company may nevertheless condition any settlement, agreement, or other resolution of complaint on prohibitions on (i) the disclosure of the terms of the settlement, including any financial provisions; and (ii) the disclosure of trade secrets, confidential information, or any other items agreed upon by the parties that do not conflict with the requirements of this provision.

The Labor Management Committee may discuss and provide feedback on the Company's harassment prevention and response training (including but not limited to education on trauma, responses to trauma, and best practices to integrate knowledge about trauma into policies and procedures).

## **ARTICLE XXI – CYBERSECURITY AND ONLINE HARASSMENT**

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

### **Application**

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

### **Definition of online harassment**

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

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

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

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

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

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

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

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

### **Prevention of online harassment**

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

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

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

### **Duty of Care Statement**

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

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

## **ARTICLE XXII – NON-DISCRIMINATION**

The Company is committed to sustaining an inclusive and diverse work environment where all employees are treated with respect. As such, all employees are recruited, hired, assigned, promoted, compensated and trained on the basis of their qualifications for the job, and without regard to race, ethnicity, creed, color, national origin, native language or dialect, sex (including pregnancy, childbirth, or related medical conditions), genetic predisposition or carrier status, socio economic background, immigration status, criminal convictions, age, disability,

marital status, family status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law (collectively, “Protected Characteristics”).

Accordingly, the Company shall continue its practice and policy of providing reasonable accommodations regarding these factors in accordance with Company policy, which may be amended at the Company’s sole discretion, including work schedule changes for religious observances and holidays, family status accommodations for such responsibilities as breastfeeding and childcare, accommodations for transgender members such as safe washrooms, and accommodations for persons with disabilities. Pay for such accommodations will be governed by the applicable Company policy, which may be amended at the Company’s sole discretion.

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

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

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

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

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

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

a. Demonstrate sensitivity to and respect for social, cultural, sexual, and physical differences when working with other employees and clients; and

b. Report any suspected violations of the equal employment opportunity policy to their immediate supervisor, department head or Human Resources. The employee may bring a union representative with them to meetings reporting violations of equal employment opportunity policies.

If an alleged violation of this Article is not resolved by the Union’s filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose

whether to pursue the matter through the arbitration provisions of Article IV or in a court of competent jurisdiction, but he, she or they shall not pursue both. If the employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing (at their own expense). To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

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

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

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

### **ARTICLE XXIII – REPRESENTATION, DIVERSITY, EQUITY, INCLUSION**

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

The Labor Management Committee shall continue to discuss the Company's efforts regarding diversity, equity and inclusion with regard to recruitment, selection, retention, mentorship and advancement.

The Labor Management Committee can propose diversity-related projects and request funding for them, all of which is subject to the sole discretion of the Company.

The Company shall continue to make good faith efforts to increase representation of BIPOC throughout the Company. This provision shall not be subject to the arbitration provisions of this Agreement

#### **Open Job Positions**

All bargaining unit positions for which the Company, at its discretion, is seeking external candidates will be posted.

The Employer shall continue to make a sustained effort to circulate job postings and recruit candidates from groups that have been traditionally under-represented within the journalism industry.



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

#### **ARTICLE XXIV – GENDER PRONOUNS**

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

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

#### **ARTICLE XXV – POSITION POSTINGS, PROMOTIONS AND REVIEWS**

A. VICE Media LLC employees will be afforded the opportunity to apply for all jobs posted on the Company career site. The Company shall create an internal jobs board available to all employees.

The Company will make good faith efforts to grant interviews to internal applicants for posted bargaining unit job positions and give feedback according to letter D of this Article.

B. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the employee's request to discuss the employee's career opportunities. Bargaining unit employees may make a request for a promotion or raise to their manager or supervisor to be considered during the next promotion/cycle. Any decision from the Company must be communicated to the employee via email.

C. Each Vice payrolled employee shall meet with their supervisor at least every six months for the purposes of receiving a review of their performance. Each non-Vice payrolled bargaining unit employee covered by this agreement and who is employed for nine (9) consecutive months or longer shall meet with their supervisor at least once a year. A record of the review shall be recorded within thirty (30) days.

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

E. Upon the request of an employee, the Company will inform the employee of any minimum qualifications for a job to which the employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria

the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, unless otherwise specified in this Agreement.

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

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

H. Subject to the capability and capacity of the Company to execute (which the Company shall determine at its discretion), the Company shall create a space within the Company's intranet where individuals involved in the hiring process for bargaining unit employees may, at their discretion, post links to posted full-time job openings.

## **ARTICLE XXVI – REMOTE WORK / FLEXIBLE WORK ARRANGEMENT**

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

## **ARTICLE XXVII – OFFICE RELOCATION**

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

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

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

**ARTICLE XXVIII - FREELANCE**

After a non-VICE payrolled bargaining unit employee has worked a cumulative total of 228 full days (defined as 8 hours of work per day or more performing bargaining unit work) over a rolling twelve (12) month period, reviewed on a quarterly basis, the employee will be afforded a one-time opportunity to convert to becoming a VICE payrolled employee. If the non-VICE payrolled employee opts to remain non-VICE payrolled, they will be afforded an opportunity after an additional twelve (12) months in which they work 228 full days (as defined above) to choose to become a VICE payrolled employee.

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

**ARTICLE XXIX – INDIVIDUAL EMPLOYMENT AGREEMENTS**

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

- a. All At-Will employment provisions shall be deleted in their entirety.
- b. All post-employment Non-Competition Obligations shall be deleted in their entirety. The Company may negotiate for a post-employment non-compete with any employee making more than \$95,000 per year.
- c. All mandatory arbitration provisions shall be deleted in their entirety.
- d. To the extent someone has an individual employment agreement, it shall be amended to include the following provision: “Nothing in this agreement prohibits employees from exercising their Section 7 rights.”

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

**ARTICLE XXX– LEGAL SUPPORT**

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

Employees with company-sponsored visas, or in the process of procuring a company-sponsored visa, have to be provided with a point of contact at Human Resources or equivalent. The Company shall respond to inquiries regarding visa applications in a timely manner

## ARTICLE XXXI – SEPARABILITY AND SAVINGS

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

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

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

D. In the event a future transaction is in the nature of an "equity" acquisition, this Agreement shall continue to be binding on the purchasers, and in event of "asset" acquisition, if the purchaser is a "successor" (i.e., there is a continuity of the enterprise and a majority of the going forward workforce consists of employees who are bargaining unit members at the time of the transaction), it shall recognize the Union as the designated bargaining representative of bargaining unit employees.

## ARTICLE XXXII – TERM OF CONTRACT

Except as otherwise provided elsewhere herein, this Agreement shall be effective January 1, 2022, and shall continue in effect to November 15, 2024.

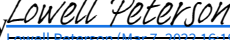
SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at New York, New York.

VICE MEDIA LLC

By  Mar 7, 2022

Lucinda Treat, Chief Legal Officer

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

By  Mar 7, 2022

Lowell Peterson, Executive Director

## Sideletter #1

On an annual basis, the employer shall continue to provide mandatory anti-harassment training to both employees and managers and will solicit feedback from employees on the content of the training as well as working conditions related to the subject matter of the training.

## Sideletter #2 on Accounting

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