

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
WRITERS GUILD OF AMERICA, EAST, INC.  
AND  
VOX MEDIA, LLC**

**1. Recognition and Scope**

The Employer recognizes the Writers Guild of America, East, Inc. (the “Guild” or the “Union”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “Act”) of the regular full-time and regular part-time employees of Vox Media, LLC (“Vox Media” or the “Company”) primarily engaged in the creation of written and video content primarily for the Vox Media —owned and —operated digital verticals (at the time of the ratification of this Agreement, Vox.com, TheVerge.com, SBNation.com, Eater.com, Polygon.com and Punchdrink.com, but excluding Thrillist.com, TheDodo.com, NowThis.com, PopSugar.com and New York Magazine including its associated digital properties) in the job titles set forth in Appendix A to this Collective Bargaining Agreement (the “Agreement”), excluding all other employees, interns, managers, clerical employees, guards, professional employees and supervisors as defined in the Act.

In the first and third week of each month the Company will provide to the Guild a list of all unit employees, including their dates of hire, job titles, compensation, and, to the extent these are available to the Company, addresses, cell phone numbers, and email addresses.

As part of onboarding, new bargaining unit employees shall be provided a link to the collective bargaining agreement. The Company shall not prevent new bargaining unit employees from meeting with Shop Stewards to review the terms of the collective bargaining agreement during the onboarding process.

If the Company creates a job classification that is not currently covered by the Agreement but is within the bargaining unit, it will notify the Union of the new job classification and negotiate over the appropriate job tier minimum salary for the new job classification for a period not to exceed seven (7) calendar days from the date of notice to the Union.

**2. Union Security**

A. Except where prohibited by law, the Company agrees that it will not continue any employee in its employ under this collective bargaining agreement (“Agreement”) unless they are a member in good standing of the Union, has 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 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 Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within thirty (30) days after such notice is received by the Company

and the employee.

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

i. membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

ii. 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.

**3. 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 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 Vox Media, Inc. (the “Company”), 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: \_\_\_\_\_

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.

**4. Diversity, Inclusion, and Equity**

A. Diversity Equity Committee.

a. The parties share a commitment to diversity, inclusion, and equity. In furtherance of this commitment, the parties shall create a Diversity Equity Committee (“DEC”). The DEC shall consist of up to ten (10) Company representatives and ten (10) representatives appointed by the bargaining unit. The DEC shall meet quarterly, or more often as needed if requested by bargaining unit representatives, and convene its first meeting following ratification of this Agreement. The DEC shall discuss issues relevant to the promotion of a diverse workforce including, but not limited to, recruitment, retention, advancement, mentorship, the composition of the current bargaining unit, internal promotions, and compensation issues. In the event that Company reconfigures or dissolves management-level Diversity committee(s) or initiatives, the DEC shall continue and all of the terms and conditions of this Article shall remain in full effect.

b. The Company shall provide a quarterly report to the DEC with the following information: a list of open bargaining unit positions at Company and a list of places where Recruiting has posted, circulated, or otherwise disseminated (e.g., websites, listservs, social media groups) open bargaining unit positions. The report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists “NABJ”). The report shall include a list of all bargaining unit employees who have been promoted in the prior quarter either to a classification in the bargaining unit or to positions outside the bargaining unit, their old job classification, the classification or out of unit role to which they’ve been promoted, the date of the promotion, the pay rate when promoted, the pay rate of the promotion if in the unit, and their vertical. Twice per year following the Company’s typical promotion cycle, the Company will provide a presentation at the following DEC meeting, provided in advance of that DEC meeting, on the aggregate gender and aggregate BIPOC breakdown of all promotions of bargaining unit employees that have occurred in the past six months, sufficiently aggregated to protect individual employee information. If the number of promotions is insufficient to aggregate and protect individual employee information, such presentation shall be skipped.

c. The Company shall provide a quarterly report to the DEC about initiatives from the DEI+ team as well as actions taken by the Diversity Accountability Group (DAG). Such quarterly report will include a list of the members of the DAG, any key initiatives of the DAG focused on bargaining unit employees, and any DEI+ strategy undertaken by the DAG focused on bargaining unit employees.

d. In addition to the four quarterly meetings, the DEC shall meet once per calendar year to discuss the Company’s application and hiring procedures and offer suggestions to the Company on those procedures. The Company will make good faith efforts to consider these suggestions.

e. In addition to the four quarterly meetings, the DEC shall meet once per calendar year to discuss the current Company trainings on diversity and inclusion, and offer suggestions on those and potential future trainings. The union representatives on the DEC may make recommendations for trainers and the Company will consider such recommendations.

f. Each quarter, the Company shall provide a report to the DEC on the current aggregate demographics of the bargaining unit 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, sexual orientation, gender, age, disability, caregiver status, and geographical location.

g. The company shall continue to engage in existing recruiting and retention initiatives, which may include mentorship programs, an internal job board, tracking of employee-initiated promotion requests, and use of candidate profiles. Upon request, the DEC shall be entitled to receive non-privileged, non-confidential information relevant to such recruiting and retention initiatives implemented by the Company which are focused on the bargaining unit, including any metrics that have been set by the company to determine the success of these initiatives and whether the metrics have been met.

h. The Company shall allocate an annual budget of \$50,000 to the DEC. In addition, the Company will allocate a minimum of \$10,000 per year to fund a Company presence at conferences focused on groups underrepresented in journalism (e.g., NABJ annual conference, NAHJ annual conference, etc.).

ih. In addition to the \$50,000 budget allocated for the DEC and the \$10,000 allocated for conferences, the DEC shall discuss programs aimed at addressing specifically identified problems in retaining employees from underrepresented backgrounds (e.g. BIPOC, those identifying as LGBTQ+, employees with disabilities, military veterans). The Union may provide survey data to the DEC to substantiate such problems. The DEC may seek additional funding from the Company for such programs for up to \$50,000 per calendar year. The Company shall not unreasonably deny funding for proposals submitted to it by the DEC. The DEC may discuss whether to use such funding to compensate an employee(s) who run such programming.

ji. At least twice per year, the DEC shall review bargaining unit attrition. At such meeting, the Company shall provide information related to attrition rates for BIPOC employees, employees with disabilities, employees identifying as LGBTQ+, and military veterans. Before the meetings at which this will be discussed, the Company shall provide the DEC with a summary report on the attrition data, including aggregate demographic data. If there are two consecutive quarters of unusually high attrition among bargaining unit employees underrepresented at Vox Media, the Company and the Union will share information at the DEC meeting on the unusually high attrition, and discuss ideas to address such attrition and, if such attrition is addressable, discuss a meaningful plan to address it.

B. Open Job Positions:

a. When the Company seeks candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, the Company shall set goals aimed at creating diverse candidate pools. The goal across all such vacant bargaining unit positions for which the Company is seeking outside candidates is a candidate pool, at a stage in the application process after the recruiter phone interview stage, that is comprised of, at least 50%

candidates (inclusive of active and passive candidates) from groups traditionally underrepresented at Vox Media (e.g., BIPOC, those identifying as LGBTQ+, people with disabilities, and military veterans). The goal across all such vacant bargaining unit positions at SBNation.com for which the Company is seeking outside candidates is a candidate pool, at a stage in the application process after the recruiter phone interview stage, that is comprised of at least 50% candidates (inclusive of active and passive candidates) from groups traditionally underrepresented at SBNation.com (e.g., women, BIPOC, those identifying as LGBTQ+, people with disabilities, and military veterans). The Company shall always post jobs at Pay Levels 7 and above to at least two job boards focused on groups traditionally underrepresented in journalism (e.g., NABJ, NAHJ, AAJA, etc.). At each meeting of the DEC, the Company shall provide the results for the roles closed in the prior quarter, so that the Committee can assess whether the above-referenced goals are being met. These results will be shared with the DEC in writing prior to the meeting. Starting with calendar year 2023, if in a calendar year the Company is unable to meet the above outlined goals, the Diversity, Inclusion and Equity provision of the Agreement shall be reopened for further bargaining over additional steps to meet the percentage goals and increasing the DEC budget. For purposes of calculating the 50%, applicants who do not self-report or prefer not to disclose shall not be included in the numerator or denominator. The Company shall maintain its current practice of encouraging applicants to self-report, in furtherance of the diversity objectives set forth herein.

b. The Company will require that hiring managers of bargaining unit employees to receive training focused on disrupting bias and inclusive hiring prior to participating in such hiring process, and once each calendar year thereafter. Further, any hiring manager of bargaining unit employees will also be required to participate in one other training session each calendar year focused on issues of diversity in the workplace.

c. The Company shall make good faith efforts to increase representation from groups traditionally underrepresented at Vox Media (e.g., BIPOC, those identifying as LGBTQ+, people with disabilities, and military veterans) in in-unit people manager positions. This provision shall not be subject to the arbitration provisions of this Agreement.

C. Each vertical shall maintain a policy to promote the sourcing and freelancing bylines for demographic groups that are traditionally underrepresented within the vertical. Such policy shall be circulated in writing to the DEC in advance of the meeting at least once per year for review, and shall be circulated on a quarterly basis to all bargaining unit employees. Vertical managers shall encourage the fulfillment of the policy.

D. The Company shall bargain with the Union before implementing any decision to reduce or cease providing stipends to designated leads of Employee Resource Groups (ERGs) who are also bargaining unit employees.

E. The Company shall continue its practice to provide a safe outlet for every employee to communicate their pronouns, not just for queer, gender neutral, gender non-conforming, non-binary, and gender variant people. In accordance with Company policy, the Company shall, upon an employee's request, change all current and go-forward employee records (except for third-party forms which cannot be altered; e.g., EEOC reports, or where legal

names are required, e.g. payroll records) so that all such records use the names and/or pronouns with which they identify. The Company shall also update any photographs, including identification badges upon an employee's request, to make such change for reasons relating to gender identity. The Company shall provide the Guild with reasonable advance notice when it changes office facilities where bargaining unit employees are located and shall continue its practice of making commercially reasonable efforts to provide gender-neutral lavatories at all of its office facilities.

## **5. Workplace Transparency & Career Development**

A. The Company shall maintain its organizational chart, in electronic form, updated promptly to reflect individual changes, in which bargaining unit employees can view the reporting structure in each vertical (e.g., clicking on a managerial employee's name on the chart shall indicate who reports to that manager). The organizational chart shall also indicate Vox Media's company executives.

B. Bargaining unit employees shall have bi-annual evaluation ("Performance Conversations") meetings with their direct manager. In addition to other topics related to the employee's performance and growth opportunities, during this meeting, the manager and the employee will discuss any evolving expectations of the job, and the employee may provide feedback on those expectations. Following the Performance Conversations, the employee shall have access to a written assessment of their performance within ten (10) business days. The written assessment shall include performance goals and ongoing expectations. Bargaining unit employees may submit written responses to the written assessment within two (2) weeks of receiving the assessment, which will become part of their employee file. Bargaining unit employees shall have the opportunity to meet with their direct manager within thirty (30) days of submitting written responses to discuss those responses. The Company will encourage managers to provide meaningful and detailed feedback.

C. The Company will continue to send information to bargaining unit employees regarding the promotion request process and how the Company makes decisions on compensation adjustments, including a dedicated email or communication to employees containing materials that explain the process. The Company will communicate to the employees who request a promotion or compensation adjustment at their Performance Conversation whether or not any requested promotion or compensation adjustment has been granted no later than two (2) months before their next Performance Conversation. It is the expectation that at least one Performance Conversation in each calendar year shall be attended by a non-bargaining unit managerial representative, unless the bargaining unit employee declines having the representative present. Should a non-bargaining unit managerial representative not attend one of the two Performance Conversation meetings, the bargaining unit employee should notify either their direct manager or People & Culture, so that an additional meeting that includes a non-bargaining unit managerial representative can be scheduled.

D. Bargaining unit employees may at any time request to speak with their direct managers to discuss promotion and growth, both inside their verticals and at Vox Media generally, as well as compensation and performance. Direct managers shall respond in good faith to such requests.

E. The Company will continue to notify existing bargaining unit employees of vacant and newly created positions prior to or not later than the date that they are posted externally. Each bargaining unit employee who applies for a position through the functioning and regularly updated Internal Job Board within the bargaining unit shall receive a recruiter interview for the role. Each bargaining unit employee who applies through the functioning and regularly updated Internal Job Board for and meets the minimum job qualifications as described in the job posting for an out-of-unit role shall receive at least a recruiter interview for the role. The feedback in Section E will also be provided if the employee does not advance past the recruiter interview. When the minimum qualifications aren't quantifiable or it's ambiguous as to whether the employee meets the qualifications, the Company will grant the interview.

F. If an existing bargaining unit employee applies for a posted bargaining unit position and is not offered the position they may request feedback on their application from a designated Company representative. Such feedback shall be provided within ten (10) business days from when the request is made.

G. Any employee who has been in their Tier 3(a), Tier 3(b), or Tier 4 role for at least one (1) year shall be evaluated for a promotion in the first Performance Conversation of the calendar year following their one (1) year anniversary in the role. Nothing in this Agreement prevents the Company from promoting these employees sooner.

H. Bargaining unit employees who have direct reports will receive ongoing Company-wide manager training opportunities. Such employees can also request additional assistance or training on managing employees, and reasonable assistance or training will be provided by the Company within the quarter.

I. All bargaining unit employees shall be provided with a job description for their role within fifteen (15) business days after making such a request. Individual job descriptions may not list every duty required, however, if a bargaining unit employee receives a job description from the Company and they believe that job description to be inaccurate, they may offer feedback and the Company will consider such feedback in good faith. Bargaining unit employees may request and shall be provided with the minimum qualifications for a bargaining unit job to which they aspire.

## **6. Professional Development**

Full-time bargaining unit employees may continue to request to attend relevant professional development opportunities. The Company shall continue to evaluate and approve such requests on a case-by-case basis. The Company shall maintain a minimum annual budget of \$50,000 to fund such opportunities across the bargaining unit. Employee's salaries shall be kept whole for participation in approved professional development classes or conferences.

## **7. Editorial Standards**

A. Decisions about whether to publish or remove editorial content (e.g. articles; videos; podcasts; social media posts, excluding advertising content; or other non-advertising content) for which the Company controls publishing rights, is created by bargaining unit

employees, and is for dissemination on Vox Media-owned and -operated digital verticals, or other distribution channels controlled by Vox Media, subject to the direction of the platform itself, (e.g., Vox Media's operated Facebook, Twitter and YouTube accounts) (defined for the purposes of this Article as "Editorial Content"), including modifications of the aforementioned Editorial Content, shall only be made by editorial staff, subject to editorial management, up through the level of the Publisher (subject to the right of the CEO of Vox Media to make such decisions because of legitimate business considerations, and also subject to the review and direction by the legal team for legal, compliance, and use considerations, and the review and input by the product and technology teams for technology-related considerations). Except for legal compliance or use considerations, the CEO or Publisher shall not decline to publish Editorial Content, or shall not remove or modify Editorial Content, due to a request from a third-party that is based on said third-party's business considerations.

B. Bargaining unit employees shall not be reassigned to a different beat or assignment based solely on a request from an advertiser, sponsor, outside investor, or entity that is a subject of the employee's reporting.

C. Bargaining unit employees shall have the right to raise concerns with affiliate links embedded in their editorial work if they reasonably believe the link(s) will create the appearance of a conflict of interest. The Company will assess and respond to the concern(s) in good faith within three (3) business days. The Company will notify the employee as to whether the affiliate links will remain included in the work and will provide the reasoning behind such decision. If the work is unpublished, the Company will refrain from publishing the work with the affiliate link until this process is complete. The decision to include affiliate links remains at the sole discretion of the Company.

D. All content that fits the FTC definition of "Native Advertising" shall be labeled and identified in compliance with applicable law. This provision shall be subject to the grievance provisions of this Agreement, but not the arbitration provisions of this Agreement. Should the issue not be resolved via the grievance process, further legal remedy may be sought.

E. Communications concerning staffing or other Company-specific matters will not be credited to the staff of the vertical if they are written and published by public relations employees not in the Union.

F. Creators of "Editorial Content", as that term is defined in paragraph (a) herein, shall not be required to work on content for which advertisers or sponsors have approval over content in the published work. This shall not apply to circumstances where a host is required to read advertising copy, except that, if a bargaining unit employee, for a deeply held personal belief, objects to a specific copy, they may express that objection to the Company, and the Company will make commercially reasonable efforts to find an alternative that does not create the same objection.

G. Articles which are indicated as being presented by a third-party or sponsor shall have a clearly visible link on the vertical's homepage, and on the page on which the article is presented, to the vertical's policy on advertisers and sponsored content.

H. The Company shall disclose to the Guild in a timely manner the existence of new



on-going syndication agreements (other than one-off syndication agreements), and license agreements with publishers to publish their property or properties on the Company's proprietary publishing platform.

I. The Company shall disclose to the Guild in a timely manner all new material investors in the Company (i.e., those who invest at least 5% of the value of the Company), and other new investors in the Company who are otherwise publicly disclosed on the Vox Media webpage.

J. Bargaining unit employees shall not be assigned to create content which is demonstrably false, or may be reasonably construed to violate ethical journalistic standards.

## **8. Labor-Management Committee**

The parties shall establish a Labor-Management Committee consisting of no more than ten (10) bargaining unit members and no less than five (5) and no more than ten (10) Company representatives. The Committee will meet monthly to discuss career growth opportunities, staffing, workload concerns, and other workplace issues that may arise. The Committee may make recommendations to the Company about changes to policies or practices. However, said Committee shall have no authority to modify the Agreement or to bind either party to any agreement.

The Labor Management Committee may discuss information that bargaining unit employees are being provided by their managers regarding the Collective Bargaining Agreement and the Union. When the Union brings concerns about such information to the Labor Management Committee, the Company will investigate and respond to such concerns.

## **9. Intellectual Property and Related Issues**

A. The Company's current Proprietary Information and Invention Agreement (the "PIIA") shall continue to apply to bargaining unit employees. The PIIA may be modified from time to time but such modifications shall apply only to bargaining unit employees hired after the commencement date of the parties' collective bargaining agreement ("CBA"). The Company shall provide the Guild notice of any such modifications to the PIIA, and an opportunity to bargain about those changes that substantively modify the intellectual property rights of the Company or bargaining unit employees. To the extent that any provisions of a bargaining unit employee's PIIA conflict with specific terms of the CBA, the terms of the CBA shall govern.

B. To avoid disputes as to whether outside activity may continue during employment, individuals offered employment by the Company in a bargaining unit position should disclose any outside activity (other than personal activity that is wholly unrelated to the interests of the Company) they wish to continue engaging in during their employment by Vox Media prior to the beginning of employment. The Company shall have the right to condition employment on not continuing to engage in outside activity. If an individual offered employment fails to disclose outside activity, and the Company learns of the outside activity and determines that it creates a conflict with the interests of the Company, it may take such action as it deems appropriate, subject to the CBA's disciplinary provisions. Notwithstanding the foregoing, for

individuals offered part-time employment by the Company, Vox Media shall approve outside activity that it is made aware of so long as it is not competitive with the vertical on which the applicant will be employed, or does not create a conflict of interest.

C. Unless otherwise owned or obtained by the Company, Vox Media shall not claim ownership over content created before the bargaining unit employee's employment by Vox Media, or for approved Outside Work (as defined herein) that does not include any Company Developments. To avoid disputes over the ownership of Prior Developments (as defined in the PIIA), bargaining unit employees should disclose Prior Developments as part of the PIIA entered into at the time of employment. All currently employed bargaining unit employees shall have the right, at any time, subject to the terms of the PIIA, to amend the listing of Prior Developments in their PIIA. The listing of such Prior Developments shall be done in a reasonably practicable form (e.g., a bargaining unit employee who has published multiple pieces for a website may simply indicate the name of the website and the time period in which those pieces were produced). Further, should a bargaining unit employee wish to claim ownership over a Prior Development that is utilized in or relied upon in content created during their employment with Vox Media, they should have disclosed those Prior Developments as part of the PIIA at the time of employment, or must do so before they intend to utilize Prior Developments in content created during their employment.

i. D. To avoid disputes as to whether outside work is permitted, the bargaining unit employee should notify their Department Head (or other person designated by the Company) in writing of their desire to engage in outside work. The Company shall continue to permit bargaining unit employees to perform such outside work, provided (i) such activity is not performed on work time and does not take precedence over or otherwise interfere with the performance of employee's work for the Company, whether on or outside work time; (ii) employees do not disclose confidential or proprietary information of the Company; (iii) such activity does not present a clear journalistic conflict of interest for the Company and is not contrary to commonly accepted journalistic ethics; (iv) the association of a Company employee with the proposed third-party would not be damaging to the reputation of the Company; (v) such outside work is not the type of work that the employee typically performs for the Company; and (vi) the work would not compete with the Company. The Company shall continue to consider in good faith all requests to perform outside work and may permit bargaining unit employees to engage in outside work even where such work fails to meet one or more of the foregoing criteria. Any such decision shall be non-precedential, and to the extent such decision is to permit bargaining unit employees to engage in outside work where such work fails to meet one or more of the foregoing criteria, non-citable.

ii. Where the outside work to be performed satisfies the criteria set forth in (i) through (iv) in (a) above, but is the type of work that the bargaining unit employee performs for the Company, the employee shall pitch the proposed work to their Department Head (or other person designated by the Company) in writing for the Company to consider whether the Company wants to pursue the work. The Company shall grant the employee the right to pursue the work with another publication so long as (i) the Company does not want to pursue the work itself with that employee assigned to the project (either with that employee elsewhere in the Company, or in a different form at the Company); (ii) it is not competitive with work the Company is already pursuing or

has already published; (iii) the proposed publication(s) for whom the employee will seek to perform the work will not damage the reputation of the Company by the employee's association. and (iv) the proposed publication(s) is not a meaningful competitor. The Company shall continue to consider in good faith all requests to perform outside work and may permit bargaining unit employees to engage in outside work even where such work fails to meet one or more of the foregoing criteria. Any such decision shall be non-precedential, and to the extent such decision is to permit bargaining unit employees to engage in outside work where such work fails to meet one or more of the foregoing criteria, non-citable.

iii. Where the outside work to be performed satisfies the criteria set forth in (i) through (v) in (a) above, but is work that would compete with the Company, the bargaining unit employee shall pitch the proposed work to their Department Head (or other person designated by the Company) in writing for the Company to consider whether the Company wants to pursue the work. The Company shall grant the bargaining unit employee the right to pursue the work with another publication so long as (i) the Company does not want to pursue the work itself with that employee assigned to the project; (ii) it is not competitive with work the Company is already pursuing or has already published; (iii) the proposed publication(s) for whom the employee will seek to perform the work will not damage the reputation of the Company by the employee's association; and (iv) the proposed publication(s) is not a meaningful competitor. The Company shall continue to consider in good faith all requests to perform outside work and may permit bargaining unit employees to engage in outside work even where such work fails to meet one or more of the foregoing criteria. Any such decision shall be non-precedential, and to the extent such decision is to permit bargaining unit employees to engage in outside work where such work fails to meet one or more of the foregoing criteria, non-citable.

iv. In the event a third-party publication approaches a bargaining unit employee to create work for that third-party, and where the idea for the work was generated by the third-party, the employee must notify their Department Head (or other person designated by the Company) in writing of the request. The bargaining unit employee shall not be restricted from performing the work requested so long as (i) such activity is not performed on work time and does not take precedence over or otherwise interfere with the performance of employee's work for the Company, whether on or outside work time; (ii) employees do not disclose confidential or proprietary information of the Company; (iii) such activity does not present a clear journalistic conflict of interest for the Company and is not contrary to commonly accepted journalistic ethics; (iv) the work would not compete with the Company on behalf of a meaningful competitor; (v) the work is not competitive with work the Company is already pursuing or has already published; and (vi) the association of a Company employee with that third-party would not be damaging to the reputation of the Company. The Company shall continue to consider in good faith all requests to perform outside work and may permit bargaining unit employees to engage in outside work even where such work fails to meet one or more of the foregoing criteria. Any such decision shall be non-precedential, and to the extent such decision is to permit bargaining unit employees to engage in outside work where such work fails to meet one or more of the foregoing criteria, non-citable.

v. The Company shall make best efforts to make a decision within three (3) business days, which may include notification of the need for one (1) additional business day to make a determination. Upon making a determination, the Company shall notify the bargaining unit employee as to whether it has approved the Outside Work or believes the work violates the requirements of this Section D and provide a written explanation as to the basis for its conclusion.

vi. Should a bargaining unit employee be granted the right to create freelance work for a third-party, Vox Media shall have no rights to any such work unless the (1) employee is granted the right to incorporate Company Developments (as defined in the PIAA), and (2) does incorporate Company Developments into the Outside Work.

vii. Should an employee wish to utilize Company Developments in an approved Outside Work, the employee must obtain the Company's approval. The decision as to whether to approve the utilization of Company Developments shall be in the Company's sole discretion, and such decision may not be challenged via the grievance and arbitration provisions of this Agreement. Should the Company grant an employee the right to utilize Company Developments, such grant may be accompanied by conditions, including a license fee, and a license agreement shall be entered into.

E. To avoid disputes as to whether a book deal is appropriate, bargaining unit employees who want to write a book shall inform the Company of the proposed book, and the following procedures shall be followed:

i. Bargaining unit employees shall not be restricted from proceeding with the proposed book provided that the book is (a) a book-length work of fiction or poetry; (b) a book not based in whole or in part on a Company Development; or (c) does not create a conflict of interest.

ii. In the event a bargaining unit employee wishes to write a book based on an article they wrote for the Company, the employee shall request approval from the Company by submitting a request to People & Culture. Approval shall be granted unless it is competitive with a comparably-sized book project on the same subject that the Company is undertaking or has taken concrete steps to undertake prior to the employee's notification under this Section. In the event the book is approved, the Company shall continue to allow authors of an article currently employed by the Company to receive a gratis license to utilize article written by that bargaining unit employee. The Company shall have seven (7) business days to make its determination as to whether the project is competitive with a comparably-sized book project that the Company is undertaking or is taking concrete steps to undertake. Such license shall be to publish the written articles as part of a book in print, electronic, and audiobook form, and shall not include any rights to accompanying photographs, illustration, artwork, or other material not written by that bargaining unit employee. Such licenses shall not include any additional rights to derivative works from the article, including any audiovisual productions or audio rights (except audiobooks), without the express written permission of the Company, and any such book agreement with any publisher must explicitly exclude audiovisual productions or audio rights (except audiobooks) unless such express written permission from the Company has been granted. Bargaining unit employees will make all reasonable efforts to

ensure that the Company shall receive a credit in the book.

iii. If an employee wishes to include published content that is owned or created by the Company in any book, the terms of Section E.vii of this Article 9 above shall be followed.

iv. If an employee wishes to use notes in an approved book, the employee shall inform the Company of those specific interview and reporting notes taken in the course of assigned work (“Work Product Notes”) (as opposed to writings or other content involving the employee’s mental impressions, those manifesting the employee’s general expertise on the subject matter, and those unrelated to assigned work) that they wish to use. If the Work Product Notes were not relied upon for the creation of published content, their use shall be approved, subject to any specific legal prohibition against using them. If the notes were relied upon for the creation of published content, their use shall be subject to Company approval, which shall not be unreasonably withheld. For the use of all other unpublished content in an approved book, the employee must obtain Company approval, which shall not be unreasonably withheld.

v. The Company shall not have the rights to any royalties on book deals which are approved through this Section E.

F. If a bargaining unit employee wishes to create content for a Vox Media vertical that is different than the vertical on which they are primarily employed, the following procedure shall be followed:

i. An employee may, with the approval of the Approving Manager, pitch content to the Managing Editor (or other person designated by the Company) of a vertical on which they are not primarily employed.

ii. If the Managing Editor to whom the content is being pitched wants to move forward with the content (“the Accepted Pitch”), they will notify the employee within five (5) business days. If the employee informs the Managing Editor that use of the content is contingent upon a quick approval, the Company shall, unless impracticable (e.g., unavailability of Company personnel with authority to approve the request), make best efforts to provide a response within two (2) business days, which may include notification of the need for three (3) additional business days to make the determination. If that Managing Editor does not want to move forward with the content, they will also inform the employee at the same time as to whether the employee may pitch that content to third parties, and if so approved, reasonable parameters around any such approval. If such approval is granted, the employee shall have the immediate right to make such a pitch to third parties. The Company’s approval of the employee’s right to make such a pitch to third parties shall be based upon reasonable business concerns and demands.

iii. If the employee who made the Accepted Pitch is an exempt employee, either the employee will be compensated at a minimum rate of \$0.25 per word, through payroll, or the Company will make accommodations to the employee’s work schedule to allow for the accepted pitch to be completed within that schedule.

iv. If the employee who made the Accepted Pitch is a non-exempt employee, said employee will be compensated for all hours worked at the employee's regular rate. The hours spent working on the content will count towards the employee's total hours worked at Vox Media for a week and employees are expected to log all hours worked accurately.

v. The acceptance of a pitch does not authorize part-time exempt or non-exempt employees to work more than 29 hours per week without prior approval from said employee's Approving Manager.

G. Except as outlined above, all Company Developments created by a bargaining unit employee during their employment with Vox Media is owned wholly by Vox Media, and may not be used by the employee without the express written consent of the Company.

H. While the determination as to whether the parameters referenced in D.i, D.ii, D.iii, D.iv and F.ii are reasonable, or whether the approval of part-time Outside Work in D.4 and notes in E.iv has been unreasonably withheld, may be challenged via the grievance and arbitration provisions in Article 36 of the CBA, the parameters provided by the Company in D.i, D.ii, D.iii, D.iv and F.ii, or the decision by the Company in D.4 and E.iv, shall be upheld unless the Union can demonstrate that there is no rational basis for such parameters or decision.

I. Unless otherwise specifically provided herein, all of the terms in this Article 9 shall be subject to the grievance and arbitration provisions in Article 36 of the CBA.

J. Credits

i. Annexed hereto as Appendix B are the written policies that the Parties have agreed to for each Company digital vertical and for teams that are outside of a digital vertical to which bargaining unit employees belong, setting forth how the vertical, or where there is no vertical associated with the particular content, the team, assigns credits to bargaining unit employees on editorial content (e.g., articles, video, audio, and non-advertising social media posts), created by bargaining unit employees, and for dissemination solely on either Vox Media-owned and -operated digital verticals, or other distribution channels controlled by Vox Media (e.g., Vox Media's operated Facebook, Twitter, and YouTube accounts), subject to, in the case of other distribution channels controlled by Vox Media, the parameters or limitations of the platform itself. The attached credit policies in Appendix B will include guidelines for crediting copy editors. Bargaining unit employees may request a copy of the applicable written policy. Any proposed changes to the terms of a vertical's or team's written policy shall be subject to prior notice to the Union of the proposed changes, and, if requested by the Union, bargaining by the Parties. Bargaining unit employees shall have the right to decline onscreen or audio credits or written bylines in any instance (this shall include the right to decline credits on social media and any future platforms). Such decision to decline onscreen or audio credits must be communicated prior to the content being finalized. Should a bargaining unit employee believe they have not been assigned a credit in violation of the applicable policy, they shall have the right to request an appropriate credit from the verticals' Managing Editor or other Company designee. Any unresolved dispute as to such crediting shall be subject to the CBA's grievance and arbitration provisions,

however, the arbitrator shall have no authority to order the Company to revise an onscreen or audio credit, nor shall the arbitrator have the authority to order monetary damages, except in the case of a willful violation of the governing policy. However, the arbitrator shall have authority to, where the Company has control over the surrounding copy, direct the Company to add surrounding copy adjacent to onscreen or audio pieces to ensure that the affected employees receive public credit for their work.

ii. Where a bargaining unit employee is assigned to create editorial content being produced by Vox Media Studios for distribution by third parties (other than solely on distribution channels controlled by Vox Media), the Company shall make commercially reasonable efforts to assign credits according to the associated digital vertical's written policy on which the employee primarily works, or if no digital vertical is associated, the team's policy, subject to the crediting requirements, parameters or rules of the third-party.

## **10. No-Discrimination**

Bargaining unit employees shall not be discriminated against based on union activity, race, color, creed, gender, sex, sexual orientation, gender identity and expression, religion, disability (including mental health), national origin, marital status, domestic violence victim status, genetic information, pregnancy, veteran or military status, age, credit score, housing status, appearance, history of drug use, criminal record (except for crimes that are germane to the safety of employees, the performance of employee job duties, or those that would be reasonably construed to be meaningfully damaging to the Company's public image), or any other status protected by applicable federal, state, or local law.

The Company shall continue to maintain its process in which the Company and employees engage in an interactive dialogue to identify potential reasonable accommodations in accordance with applicable law and Company policy. Should an accommodation be identified, it shall be provided. The Company will provide readily available information to bargaining unit employees on how to seek a reasonable accommodation.

Lactating employees will be provided reasonable break time each day to express milk. The Company will also make available a room or private area, other than a toilet stall, for lactating employees to express milk in private. The Company prohibits discrimination against any employee for exercising their rights under this provision.

If an alleged violation of this Article is not resolved by the Guild's filing and processing of a grievance under this Article, the bargaining unit employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article 36 or in a court of competent jurisdiction, but the bargaining unit employee shall not pursue both. If the employee(s) select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

Once 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.

Subject to the above, this provision does not waive a bargaining unit employee's right to pursue claims made pursuant to Title VII of the Civil Rights Act, the American with Disability Act, the Age Discrimination in Employment Act, or any other similar federal, state, or local laws, rules or regulations prohibiting discrimination or sexual harassment.

## **11. Health & Safety**

A. The Company shall continue to maintain a clean, safe, and healthful workplace environment at all times.

B. In the event that an bargaining unit employee is unable to perform their job because (1) either (a) normal travel facilities are unavailable or inoperative and no practicable alternative is available or (b) natural phenomena, or hazardous conditions created by human acts, including by way of example but not limited to, storm, flood, fire, earthquake, explosion, blizzard, riot or other civil disturbance or military operation (collectively, "Hazardous Circumstances"), and (2) an internet or electricity outage that prevents the employee from reasonably working remotely in any capacity, and (3) there is no other reasonable way for the employee to perform all or part of their role, then in such circumstances, employees' salaries shall be kept whole.

C. Should a bargaining unit employee believe they are being directed by the Company to work in a specific location, for a specific assignment where being in that location puts their physical safety at risk, the employee should immediately escalate their concerns to their supervisor or People & Culture, or any other channels provided to employees to report such concerns. All such concerns raised with the Company will be discussed with the employee within twenty-four (24) hours, during which period the employee will not be obligated to go to such location. If an employee is unable to reach their supervisor or People & Culture, and the employee is at imminent risk, the employee may remove themselves from the situation or environment until they are able to discuss the situation with their supervisor or People & Culture.

## **12. Anti-Harassment**

The Company shall provide a professional work environment for all bargaining unit employees in which sexual, racial, gender-based and other types of harassment shall be strictly prohibited. Accordingly, the Company shall continue to enforce all of the terms set forth in the Vox Media Employee Handbook (last updated January 2, 2019) pertaining to such prohibitions (including, but not limited to, "Anti-Harassment," "Anti-Harassment Training," "Investigation Process," and "No Retaliation") (collectively, the "Anti-Harassment Handbook Terms"), and such terms shall be incorporated by reference herein. The Guild shall be notified in advance of any material changes to the Anti-Harassment Handbook Terms during the term of this Agreement. Any changes to the Anti-Harassment Handbook Terms shall be incorporated by reference herein. Additionally, the following terms shall be applicable to all bargaining unit employees:



A. A bargaining unit employee who commences a claim under the Anti-Harassment Handbook Terms shall have the right to bring a Shop Steward or a Union-employed representative with them to meet with the Company to initiate the claim. Should the employee bring a Shop Steward to the initial meeting, there shall be no fact finding conducted at that initial meeting beyond the employee reporting to the Company the details of the claim, unless the employee chooses to continue the meeting without the presence of the Shop Steward. Subsequently, the employee shall have the right to be accompanied by a Union-employed representative at any meetings with the Company concerning the claim. The Company may require the Union-employed representative to sign a Non-Disclosure Agreement in that regard. Any Union-employed representative or Shop Steward who accompanies an employee initiating a claim, or any Union representative who participates subsequent to the initial meeting, may not be involved in any way in representing an employee against whom a complaint has been made.

B. The Company shall provide a written report within thirty (30) calendar days to a bargaining unit employee who initiates a claim covered under the Anti-Harassment Handbook Terms as to the outcome of the investigation. The Company may, in good faith, request additional time, up to an additional sixty (60) calendar days, to provide its written report. Such report shall also include what investigative actions (including any remedial actions taken in response to the claim) the Company is taking in response to the claim. The employee shall not publicly share this written report.

C. The time deadline for filing a grievance alleging a violation of the anti-harassment policy in Article 36 shall not apply; rather, grievances alleging a violation of the anti-harassment policy shall be subject to the legal statute of limitations applicable to such claims. However, such statute of limitation shall be tolled during any period of time when the Company intentionally withholds information relevant to the employee's determination as to whether to file a grievance.

D. In the event that the Company determines to issue a public statement concerning a violation of its anti-harassment policy that involves an individual who regularly interacts with bargaining unit employees, it shall first provide reasonable advance notice of such action to the bargaining unit.

### **13. Online Harassment & Doxxing**

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, threats to maim or disfigure.
- Doxxing: Disclosure of private information or identifying an employee's address or phone number(s) online with the intent 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: Filing false reports to the police or emergency services.

- Trolling: Hostile, inflammatory, offensive, or off-topic comments in an online community (e.g., in the comments section of a news story or on a social media platform such as Facebook or Twitter).
- Visual-based abuse: Manipulating photographs or videos of the target of the online harassment
- Cybersecurity: hacking or attempting to hack account(s)

A. The Company shall continue to make Online Harassment Training available to all bargaining unit employees and regularly inform employees of the resources available to address online harassment.

B. The Company shall continue to support bargaining unit employees if they face online harassment and encourages employees to report any harassment (verbal, physical, online, etc.) faced as a result of their work or employment at the Company to their supervisor, People & Culture, or security. The Company will provide a Slack room or another readily available forum, as well as private means, for employees to report harassment.

C. Should the Company become aware of harassment, the Company shall discuss with the affected bargaining unit employee what additional support may be appropriate or what other actions the Company or employee might take, in the given circumstances, such as byline removal from the triggering post/publication, physical security services, temporary relocations or cybersecurity protection (e.g., paying to have Google results scrambled or removed, etc.). The Company will not unreasonably withhold or delay appropriate support.

D. The Company shall continue its practice of paying for information removal services such as DeleteMe for bargaining unit employees who make such requests. Upon ratification and at least once per year thereafter, the Company will notify bargaining unit employees that the Company provides such services.

#### **14. Individual Employment Agreements**

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

A. All existing At-Will employment provisions shall be deemed modified by Article 17 of this Collective Bargaining Agreement. All future provisions shall comply with Article 17 of this Collective Bargaining Agreement.

B. All post-employment Non-Compete obligations in existence at the time of ratification shall be deleted in their entirety. The Company may negotiate for a post-employment Non-Compete with any employee not employed at the time of ratification of this Agreement that is offered a salary at the time of engagement for a specific role of more than \$150,000 per year. Should the Company negotiate for a post-employment Non-Compete with any such employee, the Guild must consent to such arrangement, which shall not be arbitrarily or capriciously denied.

C. All mandatory arbitration provisions shall be deleted in their entirety.

D. Each individual employment agreement shall be amended to include the following provision: "Nothing in this Agreement prohibits employees from exercising their rights under Section 7 of the NLRA."

E. The Company shall not include in any settlement agreement, separation agreement, or other written resolution of any claim or allegation of unlawful harassment or discrimination with a bargaining unit employee, any term or condition (non disclosure agreement) that would prevent the disclosure of the circumstances surrounding the claim or allegation by the complainant. The Company may continue to condition any settlement, agreement or other resolution of a claim on conditions that prohibit disclosure of the terms of the settlement, including the financial settlement reached, or other such prohibitions on disclosures such as trade secrets, confidential information, or any other items agreed upon by the parties that do not conflict with the requirements of this provision.

F. 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.

## **15. Management Rights**

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

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation. The Company shall have the right to subcontract bargaining unit work to third parties for legitimate business reasons, provided that such subcontracting does not result in the replacement of a bargaining unit employee or employees with a subcontractor with substantially similar scope and responsibilities.

## **16. Temporary Employees**

Temporary employees are employees hired by the Company to work for a defined term.

Temporary employees hired into bargaining unit positions covered by this Agreement shall be included in the bargaining unit, with the exception of interns. The maximum term of a temporary employment contract for a bargaining unit employee shall be twelve (12) months and two (2) weeks. In the event that there is a continued business need for the same role after the twelve (12) months and two (2) weeks, and it's not an annual fellowship or grant-funded role, a regular full-time or regular part-time role will be offered to that temporary employee, unless there have been specific performance issues identified and communicated to the employee, or the temporary employee specifically requests to remain employed on a temporary basis and the Union consents to such arrangement, which consent shall not be unreasonably withheld. Nothing in this section prevents the Company from converting these employees to regular full-time or regular part-time sooner than twelve months and two weeks.

All of the terms of the Agreement shall apply to Temporary Employees, except as set forth below in this Article 16, or as otherwise set forth in this Agreement. Temporary employees shall have sixty (60) days to conform with the obligations under the Agreement's Union Security provisions. Temporary employees who are employed for the entirety of their defined term shall not be eligible for severance under Article 23. The Company shall make best efforts to provide two (2) week's notice of the intention to adhere to the defined term or extend. Any Temporary employee engaged longer than six (6) months shall participate in the Performance Conversation process if that process occurs after six (6) months of employment, and if no Performance Conversation is scheduled to take place during the term of their contract, the employee may request a meeting to discuss their performance and such meeting will be scheduled. Temporary employees may discuss opportunities for regular employment during their Performance Conversation or during their requested meeting. Temporary employees may decline the Performance Conversation at their discretion.

Temporary employees may ask of the Company's intention to terminate the contract, hire the employee on a permanent basis, or renew the contract (so long as it's not to exceed a period of one year and two weeks). The Company shall respond to such inquiry, including whether it does not yet have a decision.

The Company shall notify the Union of any temporary employee that has been offered a third temporary contract, where that third contract will keep them employed by the Company for longer than seven (7) months. The decision as to whether to offer the contract will be in the Company's sole discretion, so long as it does not violate this Article 16, Temporary Employees.

Temporary employees who are terminated before the entirety of their defined term shall receive Severance Pay in accordance with Article 23 (Severance Pay). It is also expressly agreed that the cessation of employment of a Temporary employee at the conclusion of their defined term of employment does not violate, in any way, the provisions of Article 17 (Discipline and Discharge).

## **17. Discipline and Discharge**

A. All bargaining unit employees shall be subject to a ninety (90) day probationary period, during which the Company has the sole discretion to terminate employment. No severance pay shall be due for a termination under section (A).

B. The Company shall have the right to discipline, demote, suspend, or discharge a bargaining unit employee for just cause (subject to sections (A), (C) and (D) of this Article 17), which shall include but is specifically not limited to:

- i. Misconduct;
- ii. Poor work performance that is not subject to section (D) below;
- iii. Insubordination; and/or
- iv. Failure to comply with Company policies or procedures.

The Company shall follow the principles of progressive discipline for terminations under this section (B). However, the Company reserves the right to combine or skip steps depending on the circumstances of each situation and the nature of the offense. The Guild reserves the right to challenge the Company's combining or skipping steps as violative of progressive discipline.

In addition to any other evidence or justification, the Company may demonstrate that it has just cause through the use of progressive discipline. In such circumstance, however, the Guild reserves the right to assert that other elements of just cause have not been met, including, but not limited to, evidence of disparate treatment or the failure to properly investigate the allegations that gave rise to the discipline at issue.

Employees discharged for just cause shall not be entitled to severance pay.

C. The Company shall have the right to immediately discharge a bargaining unit employee for gross misconduct, without applying the principles of progressive discipline, which shall include but is specifically not limited to: 1) theft; 2) fraud; 3) gross insubordination; 4) embezzlement; 5) misappropriation, or reckless or willful destruction of Company property; 6) physical violence or threats of physical violence; 7) plagiarism or fabrication; 8) sexual or other harassment in the workplace; 9) flagrant professional misconduct. If the Guild chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the employee engaged in gross misconduct. A bargaining unit employee discharged for an offense referenced in this section (C) shall not be entitled to severance pay.

D. The Company shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Company's sole judgment the bargaining unit employee's work product does not meet the Company's subjective standards for editorial or creative content, editorial or creative quality, editorial or creative judgement, 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. Alternatively, the employee can choose to take four (4) weeks' pay in lieu of this opportunity to improve. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial or creative reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial or creative 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 Guild and the bargaining unit employee that the discharge is under this section (D) and not under any other provision of this Agreement. If a discharge is so designated, the bargaining unit employee shall be entitled to severance pay in accordance with

the terms of Article 23.

E. Subject to the provisions of this Article 17, nothing herein shall limit the right of the Company to terminate an employee for non-discriminatory reasons due to any decisions reserved to management by Article 15 of this Agreement (Management Rights), including a reduction in force, layoff, position elimination (including through a change in editorial direction), which shall be subject to the severance pay requirements in accordance with the terms of Article 23 (Severance Pay).

**18. Reimbursements and Appropriate Work Resources**

A. Bargaining unit employees may 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. 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.

B. Minimum monthly dining budgets at Eater:

i.	Full-time city editors:	\$500
ii.	Full-time city writers:	\$400
iii.	Part-time lead city editors:	\$300
iv.	Part-time associate city editors:	\$175
v.	Full-time dot com writers and editors:	\$200
vi.	Full-time Punch writers and editors:	\$150
vii.	Video producers	\$50

Social media and copy editors at Eater shall have a \$100 per quarter dining budget.

C. Bargaining unit employees may continue to request that the Company provide employees with all supplies and equipment, such as computers or printers, that in the Company's judgment are necessary to complete their required job duties. This provision is not subject to arbitration.

D. Remote Work Stipend: Fully remote workers (meaning those who work full-time from their home and are only in the office on an occasional basis) may submit for reimbursement of expenses related to working from home and eligible for reimbursement under IRS rules, in accordance with the Company's expense reimbursement policy, up to a monthly amount of \$75. The expenses must be submitted in the form of an IRS compliant receipt and submitted no later than ten (10) business days following the end of the month in which the expense occurred. Nothing herein shall restrict employees from submitting for reimbursement for additional expenses pursuant to the Company's Travel and Expense Policy.

E. The Company shall continue to provide a \$500 one-time payment for new hires for remote office equipment, on the same terms and conditions as non-unit employees, which

may be changed from time to time.

F. Work From Home Reimbursements.

a. Bargaining unit employees shall continue to be eligible for reimbursement for expenses related to working from home pursuant to the Company's Travel and Expense Policy.

G. In-Office Reimbursements.

a. A bargaining unit employee who is required to work more than ten (10) hours in a day in the office, may expense the cost of a meal up to \$25 per person, unless the Company provides a meal. The Company may require bargaining unit employees to use a central food ordering service, or to request a receipt for the expense. Managers shall continue to approve expensed meals for remote workers from time to time at the manager's discretion.

b. A bargaining unit employee who is required to work at the office or site of production past 9pm may expense the cost of a taxi or other rideshare option.

H. The Company shall maintain a written cash advance policy, which, other than the timing of the request and the minimum dollar threshold for an advance, may be changed by the Company from time to time. Notwithstanding the foregoing, the parties agree that if the number of cash advance requests exceeds an average of three (3) per week over any rolling three (3) month period, the Company may, at the conclusion of any rolling three (3) month period, reopen this Agreement for the limited purpose of bargaining over the minimum dollar threshold in the cash advance policy. Any disputes arising under that policy shall be subject to the grievance and arbitration provisions of this Agreement.

Bargaining unit employees shall continue to have access to a Company-provided online travel booking site which provides for Company-paid travel, on the same basis as non-bargaining unit employees. The specifics of the booking site may be changed by the Company from time to time.

I. The Company shall make commercially reasonable efforts to provide reimbursement to bargaining unit employees within two (2) weeks of the final accounting approval of properly submitted expenses.

J. Bargaining unit employees who travel regularly for work and/or who regularly have high expense costs associated with performing their jobs (e.g. employees who do video shoots) may request a Company credit card. The Company shall approve or deny the card in accordance with Company standards.

K. Except where specifically modified by this Section, the Company Travel and Expense policy will continue to apply to bargaining unit employees on the same basis as all other employees, which may be changed from time to time.

**19. Derivative Works Revenue Sharing**

A. Where the Company sells the rights to a third-party entity for that third-party entity to develop or produce new content (e.g., films, TV, digital video programs, books/e-books, video games) based upon a specific piece of editorial content (whether in written, visual, audio, or other form) previously published and owned by the Company that was substantially created by a bargaining unit employee, then the bargaining unit employee(s) who significantly contributed to the creation of that content shall share in a revenue sharing pool of 4% of the purchase price up to a total pool of \$75,000. If the bargaining unit employee who principally created the published content is not employed by the Company the time of the sale, then the revenue sharing pool shall be reduced by 50%. The Company shall inform the Guild of which employees it believes are eligible to share in the pool, but if the Guild disagrees with the Company's determination, it may make its own determination and inform the Company as to which bargaining unit employees should share in the pool.

As the owner of the copyright in Company Developments (as defined in the PIIA), the Company has the exclusive right (itself or through an agent) to solicit and accept offers from third parties for the exploitation of Company Developments, subject to Section (D) below. The Company will make commercially reasonable efforts to keep currently employed bargaining unit employees informed of any legitimate third-party interest in specific published editorial content, as defined in the first paragraph of this Section A, for which that bargaining unit employee is the principal creator of such content, prior to the Company beginning active negotiations for the intellectual property rights in such content, subject to any confidentiality restrictions the Company imposes. It shall be in the Company's sole and absolute discretion as to whether to accept any such offers. Decisions about whether to accept an offer shall not be subject to the grievance and arbitration provisions of this Collective Bargaining Agreement. The Company will make similar efforts as the above to keep formerly employed bargaining unit employees informed in the same circumstances as above provided that, in the Company's sole determination, doing so does not pose a risk to the Company's competitiveness or otherwise jeopardize the Company's ability to reach an agreement. The Company may require any former employees to sign a reasonable non-disclosure agreement to receive information concerning the legitimate third-party interest. Effective upon ratification, bargaining unit employees shall be entitled to any payments under this provision for up to ten (10) years following their last day of employment within the bargaining unit.

As part of any third-party agreement under this Section A, the Company may negotiate terms concerning bargaining unit employee services (e.g., as a writer, consultant, producer, etc.) to the third-party, provided the bargaining unit employee(s) have consented to the Company engaging in such negotiations on their behalf, with the terms for the bargaining unit employee services subject to the bargaining unit employee's consent. Where the Company has reached an Agreement for a third-party production that does not include the services of bargaining unit employee(s), the Company will inform any potential third-party buyer that if they desire to retain the services of bargaining unit employee(s), such third-party buyer may negotiate directly with the bargaining unit employee(s) for their services, and, subject to the terms of Article 9, Intellectual Property and Related Issues, the bargaining unit employee(s) shall be entitled to negotiate directly with the third-party for those services, provided that in no event shall any failure of the bargaining unit employee(s) to enter into an agreement with such third-party buyer affect or limit the Company's right to proceed with the project without the bargaining unit employee(s)' involvement. It is expressly understood that the Company has no obligations regarding those negotiations, nor shall any agreement for a third-party production be contingent



on the bargaining unit employee(s) negotiating for such services. The bargaining unit employee(s) will make reasonable efforts to keep the company informed of negotiations for their services related to a third-party production.

This provision shall not apply in any instance where Vox Media serves as a physical producer of the new content.

B. Where the Company directly and physically produces Derivative Work (as defined in Section C below) that is purchased by an unrelated third-party distributor for third-party distribution, the Company will consult with currently employed bargaining unit employees before commencing substantive development on the Derivative Work. The bargaining unit employee(s) who significantly contributed to the creation of that content shall share in a revenue sharing pool of 2% of the Company's Producer Fee (as specified in the production agreement) directly associated with the production of the additional content, either for the episode or the project (and specifically excluding pilots, tests or similar types of content created by the Company without a financial commitment attached) up to a total pool of \$100,000. If the bargaining unit employee who principally created the original published content is not employed by the Company the time of the sale, then the revenue sharing pool shall be reduced by 50%. Bargaining unit employee(s) must be currently employed by the Company at the time of the sale to participate in the revenue sharing pool. The Company shall inform the Guild of which employees it believes are eligible to share in the pool, but if the Guild disagrees with the Company's determination, it may make its own determination and inform the Company as to which bargaining unit employees should share in the pool.

C. For purposes of Section B, Derivative Work is defined as new content (e.g., films, TV, digital video programs, books/e-books, video games) that is based on previously published editorial content (whether in written, visual, audio, or other form) that meets all of the following criteria: a) the new content contains a narrative arc over a single or multiple episodes, for which the narrative arc, story, or plot of the new content is substantially based upon the narrative arc, story or plot of an underlying work previously published and owned by the Company; b) the new content incorporates specific characters or plot elements of the underlying published work into the new content; and c) the original underlying published work was substantially created by a bargaining unit employee. New content shall only be considered a Derivative Work if it is based on copyrightable elements of an underlying work previously published by the Company. The following are examples of the intent of the parties: content such as episodes of *No Passport Required* and *Explained* that have been created as of ratification do not constitute a Derivative Work under this Section (whether an episode created after ratification of this Agreement meets the definition of Derivative Work shall be judged on its own merits); content such as the *Foul Play* episodes would constitute Derivative Works of the *Meet The Bagman* feature article published by SB Nation.

D. The Company may direct bargaining unit employees to perform work outside of the usual scope of their duties in connection with company productions for third party distribution, inclusive of productions under Section B above (e.g., brainstorming show ideas, working on pitches, writing treatments). Where the Company so directs a bargaining unit employee, it is understood that the employee shall be entitled to a reduction or shift in other job duties during the time the employee is providing such services. Further, any bargaining unit employee(s) who meaningfully contribute beyond their regular job duties to such productions

under Section B above shall be entitled to compensation and credit commensurate with industry standards for the services that they provide (e.g., what other similarly situated individuals are compensated for working on the production).

E. Bargaining Unit Employees Ability to Solicit Offers

Bargaining unit employees may in no circumstances solicit offers for productions as defined in Section B above. For third-party productions as defined in Section A above, a bargaining unit employee who is the principal creator of specific published editorial content, as defined in the first paragraph of this Section A may, on a non-exclusive basis, solicit offers from third parties for the commercial exploitation of such content, provided that (i) the employee provides the Company with written notice of their desire to solicit and entertain offers (each, a "Written Notice"), and (ii) the Company gives written authorization (each, a "Written Authorization") to the bargaining unit employee to solicit such offers. The Company shall not unreasonably deny such requests. It shall be presumptively reasonable to deny such a request where (i) the Company is actively soliciting offers with respect to the same or similar Company Developments, including Company Developments created by anyone at the Company; (ii) the Company has a good faith intent to begin soliciting offers with respect to the same or similar Company Developments, including Company Developments created by anyone at the Company; (iii) the Company is engaged in other business activity that would be interfered with or undermined by pursuing any Agreement concerning the work; (iv) the solicitation or additional use of the specific published editorial content, as defined in the first paragraph of this Section A may reasonably undermine the reputation of the Company. These presumptively reasonable criteria shall not prevent any other reasonable basis to deny such request. With respect to any such content for which the employee does not provide written notice or for which the Company does not provide written authorization, the Company will retain the exclusive right to solicit offers from third parties to make a third-party production based upon such content. The bargaining unit employee who was the principal creator of such content, or their licensed agent, shall notify the Company as soon as reasonably possible after receiving an offer for the third-party production of a work and shall allow the Company to negotiate the terms of any agreement to create the third-party production. Where an Agreement is reached after the solicitation of an offer by the bargaining unit employee or their agent, the Company's agent and the bargaining unit employee or their agent shall determine how to split any commission. The Company may, in its sole discretion, choose to allow the agents and/or lawyers to negotiate the terms of an Agreement.

If a bargaining unit employee receives an unsolicited inquiry about the use of specific published editorial content, as defined in the first paragraph of this Section A in a third-party production, the employee shall refer such inquiry to a designated Company representative and the employee or their agent may not engage in any negotiations or other discussions with the inquiring party with respect to the use of such content.

F. For any single published work that requires payment as per the above provisions, the Company shall be obligated to make the greater of the two payments under Section A, or Section B, but not both.

G. For the purpose of clarity, nothing in this Article shall require payment for the republication, redistribution, or other reuse of work on any other website, application,

publication, platform (including social media platforms), etc., even if such work is reformatted or edited for such purpose.

H. Nothing in this Article shall be deemed to diminish the rights of bargaining unit employees contained in Section (C) of Article 9 (Intellectual Property and Related Issues).

## **20. Work Hours, Overtime, Recuperation Time**

A. The regular full-time workweek for bargaining unit employees shall generally be five (5) days, forty (40) hours per week. It is understood that due to the nature of the work, certain employees may work outside of a standard business day or longer hours from time to time, though they shall not be assigned such work in a manner that establishes a regular work week in excess of the foregoing parameters, except as set forth herein (i.e., such work shall be the exception and not the rule).

B. Turnaround. There shall be a minimum of a ten (10) hour rest period between the time a bargaining unit employee leaves the place of production (e.g. clocks out in the case of hourly employees) and the time the employee is required to return to the place of production the next morning (e.g. in the case of hourly employees, when they clock in).

When the rest period is less than ten (10) hours, overtime-eligible bargaining unit employees shall receive an additional \$35 per hour as a penalty payment for the portion of the rest period invaded (e.g. if an employee must report back to work nine (9) hours after the end of the prior work day, they shall receive an additional \$35 for the invaded hour). For salaried bargaining unit employees, a breach of the rest period shall result in a payment of \$100.

This payment shall be paid only to the individual whose rest period was invaded. Such payments shall only be due where the employee was directed to breach the rest period by a non-bargaining unit supervisory employee or their designee, or if their non-bargaining unit supervisory employee or their designee can't be reached, the work must be completed by a specific deadline and the work can only reasonably be completed by breaching the rest period.

C. Recuperation Time. Full-time bargaining unit employees shall be entitled to take Recuperation Time (which shall not be construed to create any additional statutory or accrued benefits to bargaining unit employees) when they work unusually long hours (including for required business travel), must work on six (6) or more consecutive days in a row, must work on a Company holiday or other such non-work day, or are required to travel for work on a regular day off (hereinafter known as "Recuperation Time"). The employee and the manager shall agree upon the appropriate amount of Recuperation Time taken in recognition of the work or travel described in the preceding sentence. When an employee wants to take Recuperation Time, they shall inform their manager in writing, including the proposed time off. Recuperation Time shall be scheduled at the time of the employee's choosing, provided it is commercially reasonable for the Company to schedule it at that time. If it is not commercially reasonable to schedule the Recuperation Time as requested by the Employee, it shall be scheduled as close in proximity to that time as possible. It is understood that the Company will give considerable weight to an Employee's request to utilize Recuperation Time close in proximity to the work performed by

the Employee which gave rise to the Recuperation Time. The proposed time off shall not be unreasonably denied. If the employee and manager cannot agree on the scheduling and/or amount of time off, the employee may request a meeting (which may be convened by conference call) with representatives from People & Culture and the Guild to discuss the issue. Such a meeting shall not be in substitute of the Agreement's grievance and arbitration provisions if there is an unresolved dispute.

Notwithstanding the above, when an employee is issued an advance schedule that requires them to work on six (6) or more consecutive days, the manager and the employee shall agree on a day off for the employee to take during a regular work day in the week following the end of the scheduled period. Such employee shall be an entitled to an additional day off, to be taken within thirty (30) days, for each six (6) consecutive days subsequently worked to the original six (6) days. Further, when an employee is scheduled or directed to work on a Company holiday, the manager shall, in consultation with the employee, schedule a day off for the employee within thirty (30) days of the holiday.

Time taken according to this provision shall be designated as Recuperation Time.

An employee's ability to take Recuperation Time shall be communicated to all managers of bargaining unit employees.

D. Bargaining unit employees who are scheduled to be "on call" shall have an alternate day off scheduled for them by their supervisor pursuant to the Recuperation Time sixth day provisions. Employees are considered to be "on call" when they are scheduled by the Company to be available and ready to work on a regular day off or outside their normal work hours.

## **21. Remote Work**

A. Bargaining unit employees may continue to request to work remotely. Such approvals shall continue to be granted on a case-by-case basis based upon business need and the same standards for approval followed by the Company at the time of ratification of this Agreement. If a request to work remotely is denied, the Company shall provide a rationale for the denial.

B. Notwithstanding the foregoing, if a bargaining unit employee is formally offered a new role, the Company may require the new role to be performed from an office for legitimate reasons related to the performance of the job responsibilities. Bargaining unit employees will not be retaliated against for rejecting the role.

No individual bargaining unit employee who has received approval from People & Culture via the process outlined in the employee handbook to work remotely in their current role on an ongoing and continuous basis shall have that designation withdrawn without the employee's consent unless the Company has decided for legitimate reasons to cease doing business in the state or locality in which the employee resides, if the requirements of the job have fundamentally changed such that the job can no longer be performed remotely, or if the Company has determined the entire team on which the bargaining unit employee works or all

employees in similarly situated roles must all work out of a designated Company location.

In such circumstances where the Company believes a remote bargaining unit employee will be required to regularly work out of a designated Company location, the Company shall inform the Guild with as much notice as possible of said business needs but at least three (3) months in advance and the parties shall bargain in good faith over the effects of same (including but not limited to such things as reasonable reimbursement of relocation costs). If the employee does not relocate, the Company shall provide severance in accordance with the layoff and severance clause in this Agreement.

**22. Compensation**

A. Minimum compensation for each bargaining unit employee job title shall be:

Minimum Wage Scales (See Appendix A)

B. Bargaining unit employees shall receive the following economic increases during the term of this Agreement:

i. Effective as of July 1, 2022, bargaining unit employees shall receive the greater of moving to the minimum wage scale for their job title or increases to their then current salary as follows:

Salary of < \$100,000	4.0% increase
Salary of > \$100,000	3.0% increase

ii. Effective as of July 1, 2023, bargaining unit employees shall receive the greater of moving to the minimum wage scale for their job title or increases to their then current salary as follows:

Salary of < \$100,000	3.25% increase
Salary of > \$100,000	2.75% increase

iii. Effective as of July 1, 2024, bargaining unit employees shall receive the greater of moving to the minimum wage scale for their job title or increases to their then current salary as follows:

Salary of < \$100,000	3.25% increase
Salary of > \$100,000	2.75% increase

B. The Company shall comply with all legal requirements as to overtime compensation.

C. A bargaining unit employee who is promoted to another bargaining unit job shall receive at least a five percent (5%) percent increase to base pay or an increase to the job tier minimum in Appendix A for the job they are promoted into, whichever is greater. If an employee is already paid 50% above the salary minimum for the position into which they're being

promoted, this section shall not apply, however nothing prevents the Company from providing a pay increase associated with the promotion to such an employee.

D. In the event that any bargaining unit employee believes that they are paid fifteen percent (15%) below the average salary paid to other employees in the same role, same Union Tier, and same vertical, they should raise the issue with People & Culture, and the Company shall investigate the matter within twenty-one (21) days and discuss with the employee the basis for their pay or take steps to adjust the lower-paid bargaining unit employee's salary.

E. A bargaining unit employee who is assigned by the Company for more than eight (8) weeks to cover the substantial majority of the job function of a bargaining unit employee that is at a higher Tier or an out-of-unit manager position where the employee or manager who regularly holds that position is on temporary approved leave, or where the position has been vacated and the Company intends to fill that position, shall be paid at least the salary minimum for the specific job they are covering for the duration of the assignment, or if there is no minimum or the employee is already above the minimum, a meaningful bonus. In the case where a bargaining unit employee is asked to cover the substantial majority of the job function of a bargaining unit employee in the same or lower Tier, their manager will rebalance their workload to account for the new duties. Any increased pay may be paid as a spot bonus for the job that they are covering at the end of the assignment. Such payment shall be paid on the next practicable pay date following the conclusion of the assignment. If the employee leaves the Company following the eight (8) week period but prior to the end of the assignment, such payment shall be paid out with their final paycheck pro-rated for the portion of time they did the assignment (e.g. an employee who is assigned to fill in for another role for sixteen (16) weeks but leaves the Company twelve (12) weeks into such an assignment will receive payment for twelve (12) weeks).

F. There shall be no reduction in wages as a result of the implementation of this Agreement. The Company further agrees that there shall be no reductions in wages during the term of this Agreement absent a bargaining unit employee's request for a change in classification or title, or a change in the employee's status by the Company from full-time to part-time status (in which case the employee's salary shall be prorated accordingly). No Employee shall be deemed to have requested a change unless they have been advised in advance of the salary they would receive in the new position.

G. The parties understand that the Company may, in its sole discretion, grant economic increases above what is provided in this Article 22, Compensation, and grant salaries to bargaining unit employees greater than the salary minimums in Appendix A. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

## **23. Severance**

A. The Company shall, in its sole discretion, consider placing a bargaining unit employee affected by a reduction in force in an available job at the Company that is compatible with the employee's demonstrated skills, knowledge, and abilities. In its sole discretion, any employee who the Company chooses to offer reassignment in lieu of separation, layoff or reduction, will receive the level and type of training that the Company deems necessary for the employee to succeed in the new position. The Company shall provide such retraining at no cost to the employee.

B. Any bargaining unit employee who is laid off (“Laid Off Unit Employee”) for economic or other reasons (except for discharges covered under sections (A), (B), (C), and (D) of Article 17 (Discipline and Discharge) shall, subject to execution of a standard Company separation agreement, receive gross severance per the chart below.

C. Any bargaining unit employee who is discharged under section (D) of Article 17 (Discipline and Discharge) shall, subject to execution of a standard Company separation agreement, receive gross severance per the chart below.

Full Years of Service	Laid Off (Section B)	Discipline / Discharge (Section C)
0-1 years	12 weeks	8 weeks
2	13	9
3	14	10
4	15	11
5	17	13
6	19	15
7	21	17
8	23	19
9	25	21
10+	26	21

D. All consecutive time worked without a break in employment of six (6) months or longer, including for a brand prior to acquisition by Vox Media (e.g. Punch, Seeker, Eater, Curbed, Racked, Recode), shall be considered in the severance calculation.

E. All severance payments shall be paid as a lump payment.

F. Any bargaining unit employee who receives severance pursuant to paragraphs (B) and (C), and who was receiving medical, dental and vision benefits through the Company shall receive, by separate lump sum payment, the monetary equivalent of the Employer’s share of the monthly COBRA premium, plus the full administrative surcharge, for the portion of the severance period for which they are no longer receiving Company benefits. While terminated bargaining unit employees are responsible for paying the full monthly COBRA amount to the carrier, the lump sum COBRA payment shall be adjusted for taxes so that the terminated employee’s monthly out of pocket financial share of health insurance premium is the same as their out of pocket financial share of premiums during employment.

G. Terminated bargaining unit employees may link to or embed published Work Product.

H. For a period of six (6) months from the date of a bargaining unit employee’s lay off, the Laid Off Unit Employee shall have the right of first refusal in the event that their position, or a substantively identical position, is established by the same vertical or department

within which the Laid Off Unit Employee previously worked. A Laid Off Unit Employee shall have five (5) business days from the date of written offer from the Company, to accept such reestablished position.

I. The Company shall offer Laid Off Unit Employees the option to purchase a laptop computer that is two (2) years or older, was previously supplied to a Laid Off Unit Employee, and has been erased of all information. The cost of such computers shall be discounted to take account of depreciation. In order to be eligible to purchase a laptop computer, a Laid Off Unit Employee must have returned all company property to the Company.

J. Upon the request of a bargaining unit employee, the Company, in its sole discretion, may convert a portion of severance weeks due under this Agreement to paid non-working notice. The employee request shall not be unreasonably denied. Such conversion of severance into paid non-working notice shall not result in any increase of severance payments, COBRA costs or any other payments due under this Agreement. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.

## **24. PTO Policy**

The Company shall maintain its existing Unlimited Paid Personal Time Off Policy (the “PTO” Policy) for all full-time bargaining unit employees. Employees are encouraged to take time off pursuant to the Unlimited PTO policy. Full-time bargaining unit employees are encouraged to take at least twenty (20) days off per year. For purposes of clarity, it is the intent of the Parties that there shall be no payout of PTO, and there shall be no payout of PTO upon an employee’s separation from the Company. In accordance with the collective bargaining exemption contained in California Labor Code section 227.3, the Parties expressly intend that the PTO provisions in this Agreement constitute, and are to be treated as, a clear and unmistakable waiver of the termination-pay provisions that otherwise may be applicable under Labor Code section 227.3. Further, this third sentence of this paragraph shall be struck from the Agreement if existing federal, state or local law is enacted or interpreted, or new federal, state or local law is enacted or interpreted, that could require the payout of paid time off under an unlimited paid time off policy beyond the current legal requirements, based upon the sentence encouraging the use of PTO in a specific amount.

No employee shall be disciplined or retaliated against for appropriately taking time off pursuant to the Unlimited PTO policy. Managers shall discuss and develop a coverage plan with an employee that is taking five (5) or more consecutive days of PTO.

In addition, during the first and third quarter of each year, a senior leader from each vertical shall send a reminder to all full-time bargaining unit employees and their managers (both those in and out of the bargaining unit) within their team to submit requests for PTO, with particular emphasis on full-time bargaining unit employees who have not yet taken time off that calendar year. Within that same email, managers will be advised to remind employees to utilize the PTO policy, and shall attach this Article 24 to that email. The expectation that each full-time bargaining unit employee shall take paid time off to take vacation each calendar year is separate from the expectation that full-time bargaining unit employees may take paid time off if they are sick, for parental leave, family obligations, religious observations and other personal needs.



Part-time bargaining unit employees will earn paid days off at a rate of one (1) day per month, up to twelve (12) days per calendar year. A paid day off shall be compensated on a pro rata basis based on the employee's average work day over the prior three (3) months. Part-time bargaining unit employees may use up to five (5) days of unearned paid days off in advance. Should such an employee leave the Company before days off have been earned, the Company shall be able to recoup such paid time off from the employee's last paycheck to the maximum extent permitted by law. This shall be in addition to the paid sick leave each calendar year that part-timers shall continue to receive (at least fifty-six (56) hours), per current Company policy. Additionally, the Company shall act in good faith to provide part-timers with reasonable opportunities to take unpaid time off.

## **25. Summer Fridays**

Bargaining unit employees shall continue to be eligible for "Summer Fridays" between Memorial Day and Labor Day, on the same basis as non-bargaining unit employees. Each vertical/network shall maintain their own policy on how and when Summer Fridays may be taken, however policies will strive to grant similar time off to employees within each vertical/network. The Company will not discontinue Summer Fridays for bargaining unit employees unless they are also discontinued for non-bargaining unit employees.

## **26. Medical, Dental, and Vision Insurance**

During the term of this Agreement, full-time bargaining unit employees and part-time bargaining unit employees who are regularly scheduled or approved to and actually regularly work twenty (20) hours or more per week (excluding holidays and vacations) shall be eligible for the same Company-provided medical, dental, and vision benefits that are offered to non-bargaining unit employees, including Company executives, on the same terms and conditions as offered to non-bargaining unit employees, as may be changed from time to time.

The Company will provide notice to the Guild of any material changes to the health benefits offered to bargaining unit employees, including, without limitation, substantive changes to the coverage, provider, or plan. Such notice shall be given at least 30 days prior to any notification to bargaining unit employees, unless not possible due to the Company's receipt of the information from the carrier/provider with less than the requisite amount of time for compliance with this provision. Notwithstanding the foregoing:

- a. On a per plan basis, the Company shall not increase the bargaining unit employee premium share, by more than ten percent (10%) from one calendar year to the next. Notwithstanding the foregoing, if the Company intends to increase the employee premium share more than ten percent (10%) from one calendar year to the next, the Company will meet with Union to bargain over such changes.
- b. On a per plan basis, percentage increases for bargaining unit employee premiums must be less than or equal to the Employer percentage increases for premiums in the same year.

The Union shall have the right to make periodic requests to receive a list of part-time bargaining unit employees who are eligible for Company-provided medical, dental, and vision

benefits and to inform the Company of any part-time bargaining unit employees that it believes were incorrectly omitted from the list. Any disputes between the parties as to the eligibility of a part-time employee to such benefits shall be subject to the Agreement's grievance and arbitration procedures.

The Company has previously adopted the WPATH (World Professional Association for Transgender Health) standards for health care coverage, and will continue to adhere to such standards as they exist at the time of ratification during the term of the Agreement. The Company shall make commercially reasonable efforts to keep up with evolving WPATH standards.

**27. 401(k)**

Bargaining unit employees shall continue to be eligible for the Company 401(k) plan,, on the same terms and conditions as all other employees of the Company, including Company executives, which may be changed from time to time. Upon ratification of the Agreement, the Company shall continue to match bargaining unit employee contributions up to at least three percent (3%). If the Company enhances the 401(k) match, the enhanced benefit will apply to bargaining unit employees on the same terms and conditions as all other employees, including Company executives.

**28. Holidays**

During the term of this Agreement, the Company shall continue to provide bargaining unit employees with at least thirteen (13) Company designated holidays. Part-time bargaining unit employees shall be paid a pro-rata amount for the holiday. If a part-time employee works on a Company-designated holiday, they shall in addition be paid for hours worked.

**29. Parental and Family Leave**

The Company shall provide all full-time bargaining unit employees with paid parental leave pursuant to the Company's paid parental leave policy on the same terms and conditions it offers to non-bargaining unit employees. Notwithstanding, in no case shall the Company provide less than twenty (20) weeks of paid leave in connection with the birth or adoption of a child (which shall include two (2) weeks of such paid leave available under the PTO policy). This paid leave shall be gender neutral. This paid leave shall be concurrent with any local, state or federal laws providing for paid or unpaid leave. There shall be no waiting period for paid parental leave.

Bargaining unit employees shall be eligible for paid leave of up to eight (8) weeks (which shall include the two (2) weeks of such paid leave already available under the PTO policy), per calendar year to care for a seriously ill immediate family member.

**30. Health Leave**

Bargaining unit employees who qualify for coverage under the Short Term Disability insurance policy, and don't concurrently qualify for other paid leaves under this Agreement or applicable Company policy (e.g. parental leave), shall be eligible to receive the difference between their Short Term Disability benefit and their regular base salary for the length of the approved Short Term Disability period up to a maximum of four (4) weeks of Short Term

Disability qualifying leave (inclusive of the two (2) weeks of leave already available under unlimited PTO).

**31. Pregnancy Loss Leave**

The Company shall continue to provide bargaining unit employees with Pregnancy Loss Leave on the same terms and conditions as it offers non-bargaining unit employees. Such leave shall continue to include four (4) weeks of paid time off (inclusive of the two (2) weeks of leave already available under unlimited PTO) to care for themselves or their spouse/domestic partner in the time immediately following a pregnancy loss or termination, including abortion. If an employee experiences a loss after 20 weeks of pregnancy, they will also be eligible for ten (10) days of bereavement leave. This leave is gender neutral and available to all eligible employees upon start of employment. Except in the case of bereavement leave, leave under this policy will run concurrently with any other leave(s) for which the employee may be eligible under state or federal law and will not be extended by any paid Vox Media holidays during the leave period.

**32. Bereavement**

Bargaining unit employees (including part-timers) shall receive at least ten (10) days paid time off in the event of a death in the immediate family (including spouses, domestic partners, parents, siblings, children, grandparents, or other similar loved ones), with additional paid time off available under the terms of the PTO policy, on the same basis as non-bargaining unit employees, which shall not be unreasonably withheld.

**33. Sabbatical**

Bargaining unit employees may request to take an unpaid leave of absence (“Unpaid Leave”). Approval of an Unpaid Leave, including the length of the leave, is subject to the Company’s business needs and management approval, which shall not be unreasonably withheld and shall take into consideration (i) the employee’s proposed use of the leave; (ii) whether the proposed use for the leave is time-limited (e.g., book deadline, beginning of academic semester, etc.); (iii) the amount of advance notice provided to the Company; (iv) the operational needs of the Company; and (v) the employee’s work performance. Bargaining unit employees with a minimum of one (1) year of service at the Company but less than three (3) years may apply for an Unpaid Leave of up to three (3) months; employees with three (3) or more years of service may apply for an Unpaid Leave of up to six (6) months. The Company may reject for any reason, and at its sole discretion, a request for another Unpaid Leave made within three (3) years following the conclusion of an Unpaid Leave approved under this Article.

All Unpaid Leaves shall have an agreed upon end date, at which time the bargaining unit employee shall be returned to the job title from which they took the Unpaid Leave (although the specific coverage area or assignment may be changed). However, if the position from which the bargaining unit employee took the Unpaid Leave is eliminated while the employee is on leave (e.g., the employee would have been laid off if they had not been on Unpaid Leave), the Company will make reasonable efforts to return the employee to a similar position. It is understood that in such circumstances the Company cannot guarantee the type, status, or existence of an alternative similar position. In the event the employee’s position is eliminated while on leave and no similar position is available at the agreed-upon end date, the employee

shall be deemed laid-off pursuant to Article 23, and shall be entitled to all rights and benefits of that Article. If an employee elects not to return to work at the end of the approved Unpaid Leave, or from any extension granted, they will be regarded as having resigned without notice. An employee on an approved Unpaid Leave who commences employment elsewhere, without prior approval, will also be considered to have voluntarily resigned. Unpaid Leaves may be extended upon mutual agreement by the employee and the Company.

Bargaining unit employees shall continue to receive all health benefits while on approved Unpaid Leave. The employee's portion of health benefit premiums for the period during which the employee is on an approved Unpaid Leave will be withheld from the employee's initial paychecks upon the employee's return to work, in equal installments over six (6) pay periods. The Company shall consider requests from employees with higher premium costs for longer repayment periods (e.g., low-deductible family coverage), but the decision shall remain with the Company. Bargaining unit employees agree to sign any paperwork necessary to make such deductions as a condition of the Unpaid Leave, and shall sign such paperwork prior to the start of the Unpaid Leave.

The Company may turn off access to all Company systems including but not limited to, Slack, the CMS, and the Company network during an approved Unpaid Leave. If systems access will be turned off, the employee shall be notified upon approval of the Unpaid Leave. Employees should not perform any work for the Company during an approved Unpaid Leave. Bargaining unit employees may request to maintain access to their work email during an unpaid leave, and such requests shall not be unreasonably denied. It is understood that in such circumstances employees are not permitted to use that email in connection with any work for the Company until the end of the Unpaid Leave.

Bargaining unit employees who are granted sabbatical leave and are eligible for unlimited PTO may use up to two weeks of PTO pursuant to the Unlimited PTO policy as part of their Unpaid Leave.

#### **34. Additional Benefits**

##### **A. Immigration/Visa Support.**

a. The Company agrees not to require bargaining unit employees to provide documentation concerning their immigration status except as required by law or as otherwise necessary to provide immigration support.

b. The Company, in its sole discretion, will either offer the services of in-house Company attorneys or cover the full cost of external attorney fees engaged by the Company for bargaining unit employees for whom the Company is sponsoring a specific visa or green card. Where the Company is sponsoring a specific visa or green card for a bargaining unit employee, the Company shall give good faith consideration to an employee's preference of the type of Company-sponsored visa or Company-sponsored green card. The Company may consider reasonable factors in its good faith consideration of the preference (e.g. cost, eligibility, qualifications). This provision shall not be subject to the arbitration provisions of this Agreement.

c. The Company agrees to allow bargaining unit employees to take time under its Unlimited PTO policy without discipline or loss of pay in order to attend meetings or hearings with any government agency or the bargaining unit employee's attorney for the purpose of addressing the employee's immigration status, or the immigration status of the employee's family.

B. Childcare.

a. If a bargaining unit employee is required to travel for work for two nights or more with short notice, and such assignment will result in additional childcare costs, the employee may request reimbursement for reasonable additional childcare costs. The Company shall make commercially reasonable efforts to grant reimbursement. If reimbursement is not granted, the Company will provide a reason to the employee, but such decision will not be subject to arbitration.

b. Notwithstanding the foregoing, the Company shall not be asked to reimburse more than 15 days of care in a calendar year.

c. Bargaining unit employees shall continue to be eligible for COVID-19 paid time off benefits to care for loved ones on the same terms and conditions as non-unit employees, which may be changed from time to time.

**35. All Other Benefits**

During the term of this Agreement, the Company shall continue to provide bargaining unit employees with all other benefits offered to non-bargaining unit employees on the same basis as offered to non-bargaining unit employees, including Company executives, which may be changed from time to time. At the time of ratification, those benefits include:

- Flexible Spending Accounts
- Commuter Benefit Plan
- Disability
- Life Insurance
- Jury Duty Leave/Pay
- Military Duty Leave/Pay
- Time Off For Voting
- Blood, Organ, and Bone Marrow Donation
- Leave for Victims of Domestic Violence, Sexual Assault, or Stalking
- Crime Victim Leave
- Volunteer Emergency Service
- Identity Theft Insurance
- Milk Stork
- Critical Health Care
- Reimbursement of Travel Expenses for Critical Health Care

The Company will continue to offer the same health benefits to spouses and domestic

partners regardless of their gender identity, subject to the provisions in Article 26 (Medical, Dental and Vision Insurance).

During the term of this Agreement, should the Company offer a cryopreservation benefit, bargaining unit employees shall be eligible for such benefit on the same basis as offered to non-bargaining unit employees, including Company executives, which may be changed from time to time.

### **36. 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 forty-five (45) 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 Guild shall meet within ten (10) days of receipt of the written grievance.

C. If the grievance is not resolved, the grieving party may, within forty-five (45) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within sixty (60) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator. The Company and the Guild shall attempt to agree upon a mutually satisfactory impartial arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within five (5) business days after written request to arbitrate, the grieving party may 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, or to disregard any filing deadline referenced in this Article.

D. The determination of the arbitrator shall be final and binding upon the Company, the Union, 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 Guild, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.

E. The time periods in this Article 36 may be waived or held in abeyance only by written agreement between the parties. 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.

### **37. Legal Defense**

If a bargaining unit employee is sued or charged under any federal, state, or local law, or

is subpoenaed as a witness, and the suit, charge or testimony arises in connection with the employee's performance of authorized work for the Company at the direction of an authorized agent of the Company, the Company shall defend and provide legal counsel for the employee at the Company's expense. Final selection of such counsel will be at the discretion of the Company, with input from the affected employee. The Company and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. The Company will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with the Company in connection with such litigation. The legal support described above is subject to customary exceptions such as a fraudulent or criminal act or omission, or any intentional or knowing violation of the law or the Company's policies.

**38. No Strike/No Lockout**

A. During the term of the Agreement, neither the Guild, nor any represented employees, shall engage in any strike (including any sympathy strike), picketing, or other interference in the conduct of the business of the Company (including calling for any boycott against 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 Guild shall take reasonable affirmative steps to assure that its members comply with this provision.

B. Bargaining unit employees shall not be required to handle or perform struck work.

C. Bargaining unit employees whose jobs require them to work from a specific location shall not be required to cross picket lines in situations where they may fear for their personal safety and shall discuss with their manager or supervisor how to perform the job in a safe manner.

**39. Successor**

In the event that the Company is sold in the form of an equity transaction, then this Agreement shall be binding upon, and inures to the benefit of, the parties and their respective successors and assigns, and they shall continue to adhere to the terms of this Agreement for its duration.

In the event that the Company sells substantially all of the assets of the Vox Media Editorial Business Unit in the form of an asset transaction, and the purchaser hires as a majority of its employees to operate the assets individuals who are bargaining unit employees at the time of the sale, then the purchaser shall be required, as a condition of its agreement with the Company to acquire the assets, to assume and adopt this Agreement for the balance of its term from and after the date of the purchase, and the Union assents to the purchaser's assumption and adoption of this Agreement for the balance of its term from and after the date of the purchase and employment of the bargaining unit employees hired by the purchaser. For the sake of clarity, this provision shall not apply in the event of the sale of individual assets such as podcasts or newsletters, nor shall it apply where the purchaser, pursuant to federal labor law, accretes the hired employees into an existing unit covered by a collective bargaining agreement.

Notwithstanding any of the above, the Company may, in any transaction, assign this

Agreement to the purchaser of any asset, and the Union assents to such purchaser's adoption of this Agreement. Any such assignment to a purchaser shall not release the Company from its obligations under this Agreement with respect to those parts of the operation of the business covered by this Agreement that have not been acquired by the purchaser.

**40. Term of Agreement**

This Agreement shall be effective from June 13, 2022 through June 12, 2025.

For: The Writers Guild of America, East, Inc.

For: Vox Media, LLC

Name: 

Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: 10/26/2022

Date: \_\_\_\_\_



## APPENDIX A

### JOB TIERS & MINIMUM SALARIES

#### **TIER 3A - \$63,000; moving to \$65,000 on July 1, 2024 – Overtime Eligible**

Assistant Team Site Producer  
Associate City Editor  
Community Moderator  
Copy Editor  
Jr Writer  
Photo Coordinator

#### **TIER 3B - \$66,000**

Reviews Coordinator  
Associate Social Media Manager

#### **TIER 4 - \$70,000**

Associate Audio Producer  
Associate Editor  
Associate Shooter/Video Editor  
Associate Video Producer  
City Editor I  
Illustrator/Graphic Designer I  
Photo Editor  
Social Media Manager  
Team Site Producer  
Video Clearance Producer  
Writer I

#### **TIER 5 - \$73,000; moving to \$74,000 on July 1, 2024**

Animator/Motion Graphics Artist  
Associate Video Story Editor  
Audio Engineer  
Community Editor  
Deputy City Editor  
Editor  
Fact Checker  
Illustrator/Graphic Designer II  
Photographer  
Researcher  
Shooter/Video Editor

Copy Editor II  
Senior Team Site Producer  
Stage Operations Manager  
Technical Director  
Video Director  
Video Production Coordinator  
Writer II

**TIER 6 - \$77,000; moving to \$79,000 on July 1, 2024**

Audio Producer  
Audio Reporter/Producer  
City Editor II  
Distribution Manager  
Editorial Manager  
Senior Audio Engineer  
Senior Copy Editor  
Senior Photographer  
Senior Researcher  
Senior Shooter/Video Editor  
Senior Social Media Manager  
Studio Production Manager  
Video Producer  
Video Production Manager  
Writer III

**TIER 7 - \$88,000**

Audio Producer II  
Deputy Section Editor  
Engagement Manager  
Senior Animator/Motion Graphics Artist  
Senior Editor  
Senior Editorial Manager  
Senior Illustrator/Graphic Designer  
Senior Photo Editor  
Senior Video Director  
Senior Video Producer  
Senior Writer  
Senior Video Production Manager

**TIER 8 - \$98,000**

Art Director  
Correspondent  
Design Director  
Editorial Engineer  
Lead Video Director  
Lead Video Producer  
Lead Audio Producer  
Section Editor  
Senior Audio Producer  
Senior Archival Producer  
Video Story Editor

**TIER 9 - \$106,000**

Senior Correspondent  
Senior Lead Audio Producer  
Senior Lead Video Producer  
Senior Lead Video Director

Part-time minimums shall be pro-rata of the full-time salary rate.