

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

**1. Recognition**

Vox Media, LLC (the “Company”) recognizes the Writers Guild of America, East (the “Union” or the “Guild”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “Act”) of a unit of regular full-time and part-time employees of NowThis in the job titles set forth on Addendum A and others who perform substantially-similar duties including those employed through a third party (e.g., Entertainment Partners) (“bargaining unit employees” or “Employees”).

Excluded from the unit: all other employees, managers, interns, all employees involved in the creation of branded content or native advertising (including, but not limited to, Brand Shop employees, or any other similar branded content teams), bona fide independent contractors, clerical employees, confidential employees, guards, professional employees and supervisors as defined in the Act.

**2. Union Security**

A. Except where prohibited by law, the Company agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement (the “Agreement”) unless they are a member in good standing of the Union, or have made an application for membership in the Union or for “agency fee” status within thirty (30) days following the beginning of their employment or the Effective Date of this Agreement, whichever is later.

B. Except where prohibited by law, the failure of any bargaining unit employee covered hereunder to be or become a member in good standing of the Guild as required by Article 2.A above by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company, upon written request by the Union and evidence of such failure, to issue a written notification to such person. If such person, after a period of thirty (30) days from the issuance of the written notice, continues to refuse to tender initiation fees/dues, the Company shall issue a formal warning indicating that the bargaining unit employee will be subject to discharge unless such dues and/or initiation fees are tendered within thirty (30) days after such warning is received by the bargaining unit employee. Failure to comply with the formal warning within thirty (30) days will result in discharge.

C. Nothing in this Article 2 shall be construed to require the Company to cease employing any bargaining unit employee if the Company has reasonable ground for believing that:

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

- ii. such bargaining unit employee’s membership in good standing in the Union was denied or terminated for reasons other than failure of the bargaining unit employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

**3. Dues Checkoff**

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

**WRITERS GUILD OF AMERICA**

“I, the undersigned, hereby authorize and direct Vox Media, LLC, 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: \_\_\_\_\_

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

C. Within ten (10) business days of a new hire’s date of employment, the Company will permit time for Union representatives to meet with the new Employee to review the terms of the Agreement.

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

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

F. On a monthly basis, the Company shall supply the Union with a list containing the following information for each bargaining unit employee:

- i. name, home address, gender (if self-identified by Employee), race (if self-identified by Employee), date of birth;
- ii. contact information including work email, personal email, cell phone;
- iii. hire date;
- iv. job title;
- v. salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
- vi. any merit increases granted by name of the Employee, individual amount, resulting new salary, and effective date;
- vii. salary changes by reason thereof, and effective date;
- viii. resignations, retirements, deaths; and
- ix. other revisions in data from the prior month.

G. The Guild shall indemnify and hold the Company harmless against any claim made by an Employee under this Article.

#### **4. Non-Discrimination**

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

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

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

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

B. The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities.

i. Bargaining unit employees who are disabled have the right to an accommodation, including modification of an existing accommodation, as long as the proposed accommodation does not impose an undue hardship on the Company. Accommodations shall entail any necessary adjustments to physical/digital workspace and modification of any aspect of the employee's workload or accepted work practices. Such accommodations may include but are not limited to:

- a. Workstation modification;
- b. Adaptations of work schedules and adjustments to travel/transportation;
- c. Screen readers;
- d. Closed captioning or live transcription or written transcription for NowThis-wide or Vox Media-wide meetings or town halls attended by bargaining unit employees; and
- e. Accessibility settings for apps and software (e.g., Adobe Suite, Google Workspace) used by bargaining unit employees in their work to the extent it is available by the service provider.

ii. The Company shall continue to maintain a process in which managers and bargaining unit employees engage in an interactive dialogue through Human Resources to identify reasonable accommodations in accordance with applicable law and Company policy. The Company will distribute this policy or the link to this policy to Employees at least once per year.

iii. The Company shall address ergonomic concerns raised by Employees as part of an accommodation request. The Company shall not unreasonably deny ergonomic requests including but not limited to cases where Employees request preventative care or provide research in support of the request.

iv. The Company's Employee Assistance Program or a comparable program shall be available to provide access to licensed mental health professionals for consultation, information, assistance, and resources for a variety of concerns.

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

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

- i. Reasonable work schedule changes for religious observances and holidays;
- ii. Reasonable family status accommodations for such responsibilities as breastfeeding; and
- iii. Reasonable accommodations for transgender employees such as safe washrooms and necessary time off for medical procedures.

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

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

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

## **5. Health and Safety / Harassment / Workplace Culture**

### **A. Health & Safety**

i. The Company shall continue to provide its Employees with a healthy and safe work environment.

ii. The Company shall adhere to its system established for reporting and investigating injuries, illness, or other accidents that occur because of work activities.

iii. Additionally, the Company should be aware of the potential for any increased health and safety risk that may arise while Employees are working from home (WFH). This could include heightened psychosocial hazards such as a potential rise in occupational stress. It could also increase the odds of a domestic-violence incident occurring, potentially due to economic hardship, changed family demands at the household level, and forced confinement to the home. The Company shall keep Employees apprised of any available resources that could provide mental or financial assistance. For example, some employers maintain employee assistance programs that provide for confidential counseling and referral services.

iv. Should a bargaining unit employee believe the Company is placing them in an unsafe, unhealthy work environment, the Employee should immediately escalate their concerns to their supervisor or the People team, or any other channels provided to employees to report such concerns. All concerns raised with the Company will be properly handled and addressed. An Employee may remove themselves from an unsafe situation or environment following contact with their supervisor or the People team, unless contacting their supervisor or the People team is impracticable given the circumstances. An Employee must still contact their supervisor or the People team as soon as possible after removing themselves from the situation. Bargaining unit employees shall not be disciplined for deciding to remove themselves, based on their good faith professional judgement, from an unsafe situation or environment.

v. The Company shall make trainings and protocols for routine and high-risk shoots available to all Employees who work in the field.

#### B. Harassment

i. The Company shall continue to comply with the Company's equal employment opportunity and nondiscrimination and anti-harassment policies and ensure that the policies are accessible to all Employees.

ii. The Labor-Management Committee and Diversity Committee shall review the harassment policies. The Union may survey bargaining unit employees on the harassment policies and practices, and the Union will share the feedback and results at a Labor-Management and/or Diversity Committee meeting. When making changes to the harassment policies and practices, the Company will consult the Union for feedback.

iii. An Employee may bring a Union representative with them to initial intake and investigatory meetings regarding the Employee's harassment complaints. Such Union representative shall not be involved in any way in representing an Employee against whom a complaint has been made if they are also representing the Employee who has brought the complaint. The Company may condition the Union representative's attendance at a meeting on the Union representative's execution of the Company's non-disclosure agreement.

iv. Should a bargaining unit employee initiate a claim of harassment, the Company will investigate the claim and inform the Employee in writing within a reasonable timeframe of a final determination, which may include any corrective or remedial action taken in response to the claim, at the conclusion of the investigation. The Company will provide a status update to the Employee within forty-five (45) days of commencement of the claim and once per week thereafter. At any time when an Employee's health and safety is at risk, including in cases of harassment, the Company will address the Employee's health and safety concerns in a timely manner.

v. A grievance alleging discrimination or harassment must be commenced within the timeline in Article 14.A of the Grievance and Arbitration procedure. A grievance alleging the Company's failure to follow the procedure set out in the Company's equal employment opportunity and nondiscrimination and anti-harassment policies must be

commenced within ninety (90) days from the date that the Company provided notice to the Employee of the matter being closed. Nothing in this Agreement prevents an Employee from bringing a harassment or discrimination complaint through the Company's equal employment opportunity and nondiscrimination and anti-harassment policies' reporting procedures at any point.

vi. Even if the alleged harassment does not turn out to rise to the level of a violation of law, Company policy, or this Agreement, the Employee is protected from retaliation if the person had a good faith belief that the practices were in violation of law, Company policy, or this Agreement. The Company shall ensure confidentiality for Employees bringing harassment claims to the fullest extent possible.

#### C. Workplace Culture

i. Once every six (6) months, or upon request, the Company will meet with the Union at a Labor-Management meeting regarding its input, suggestions, reports, or recommendations for creating a more equitable work environment. The Company shall take good faith steps to address such input, suggestions, reports, or recommendations.

ii. The Company will continue to analyze pay data considering gender, race, and ethnicity on an ongoing basis, and shall provide a summary of findings, including methodologies and recommendations, to the Labor-Management Committee and Diversity Committee upon request.

#### D. Online Harassment

i. Within ninety (90) days of ratification, the Company shall develop guidelines for bargaining unit employees who are experiencing harassment online. The Company will provide the Union a copy of such guidelines before they are published to the bargaining unit and will meet with the Union to discuss the Union's input and recommendations at a Labor-Management meeting. The Company will make best faith efforts to incorporate such input and recommendations.

ii. The Company shall inform all bargaining unit employees that they have the support of the Company if they experience online harassment. The Company shall make managers and supervisors aware of the risks of online harassment and who is likely to be targeted. If there is reason to believe an employee will be the target of work-related online harassment, the Company shall take reasonable steps, including allowing Employee(s) to keep their name(s) off the content and providing resources (e.g. hiring a third party) to assist said Employee in protecting them from online harassment.

iii. The Company shall continue to provide security services in compliance with Company policy (e.g. to employees who have personal information released as part of a coordinated harassment campaign or who are harassed in a way that poses a threat to their immediate mental or physical safety and during high-profile events like elections that draw particular attention/harassment). When an Employee is harassed, the Company shall provide immediate support in compliance with Company policy.

iv. The Company will make training on online security and anti-harassment measures available to bargaining unit employees.

v. An employee assistance program (EAP) will be made available to bargaining unit employees who have experienced online harassment and/or are required to monitor and respond to abusive posts.

E. Nothing in this Agreement prevents an Employee from seeking legal remedy.

## **6. Diversity & Equity**

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

B. A Diversity Committee made up of both Union members and management shall convene within thirty (30) days of the ratification of this Agreement and shall meet quarterly, if practicable, or upon request of either party, to guide, assist, and monitor the progress of diversity, equity, and inclusion with regard to recruitment, selection, retention, mentorship, advancement, and editorial coverage. The Diversity Committee shall promulgate a mission statement setting forth its goals. The Company shall fund the committee at least \$15,000 per calendar year. The Diversity Committee shall consist of four (4) representatives appointed by the Union in addition to a WGAE representative and four (4) representatives appointed by the Company. The bargaining unit shall select the members of the Diversity Committee on the Union side.

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

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

i. The report shall also include a list of partners or job boards where current open positions are publicly posted, circulated, or otherwise disseminated (e.g., websites, list-servs, social media groups, etc.) and other information requested by Union representatives that is relevant to the Diversity Committee's mission statement and goals



as may be available and as deemed appropriate (and not to be unreasonably withheld) by the Company. Current open positions can be found on the Company's website.

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

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

i. When the Company seeks candidates for a vacant bargaining unit position, it will maintain a goal that at least sixty (60) percent of the candidates who progress beyond a recruiting team interview shall be from groups underrepresented at the NowThis (e.g., BIPOC, those identifying as LGBTQ+, people with disabilities). The Company will require that hiring managers of bargaining unit employees 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.

ii. The Company will work in good faith to meet, if not exceed, the goals it has set out for hiring. The Company will request voluntary demographic identification from candidates through the application process with an explanation of the purpose of collection and tracking. On a quarterly basis, the Company shall provide an update on whether NowThis is pacing to its goal, which shall include the results for roles closed since the prior quarter. If the goal has not been met, the Company shall provide a plan to the Union for meeting the goal in the future and shall meet with the Union to discuss such plan. The plan may include such actions as allocating additional funds to recruitment, expanding recruitment to job fairs (e.g., HBCUs), and participating in journalism conferences that are designed to help employers recruit diverse candidates for open positions.

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

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

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

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

H. The Company shall maintain the Editorial Review Committee at NowThis, and it shall meet at least once every two weeks. The Editorial Review Committee shall include members of the bargaining unit, including rotating members who have the opportunity to sign up. The Editorial Review Committee will send a report with recommended actionable items to senior management at NowThis for review as necessary. A Union and a management representative from the Editorial Review Committee will join Labor-Management meetings quarterly to discuss concerns. The Committee shall provide a report to the bargaining unit and host open forums to discuss concerns annually or with greater frequency if agreed upon mutually by the Union and the Company. Within sixty (60) days of execution of the Agreement, the Company will draft a section in the Standards & Practices on how to address Sensitivity Reads, including but not limited to creating a streamlined process. The Company will provide a draft of the section to the Union for review. The Union shall present any concerns regarding translations for discussion at Labor-Management meetings.

## **7. Workload**

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

A. Bargaining unit employees shall meet with their manager within a reasonable amount of time prior to a scheduled absence (e.g., Company holidays, vacation days, etc.) to discuss a plan for meeting work obligations (i.e., coverage of ongoing projects, coverage of unforeseen work, out of office messaging, etc.). Such meeting shall not interfere with the Employee's ability to take the scheduled absence.

B. In the event that a third-party platform on which NowThis publishes or distributes content makes a change or a NowThis partnership/sponsorship/initiative makes a demand that in the Company's good faith opinion necessitates a change to existing daily, weekly, or monthly productivity goals for bargaining unit employees, the Company shall discuss the proposed change with the affected bargaining unit employees with as much advance notice as possible. The Company shall create a plan for meeting outside third-party quotas. The Union may provide feedback on the plan and appropriate staffing levels, and the Company shall consider such feedback in good faith. Bargaining unit employees shall be given a reasonable amount of time based on business needs to acclimate to any such changes to productivity goals.

C. Any deficit in monthly productivity goals will not carry over to the subsequent month. Bargaining unit employees shall act in good faith to meet productivity goals. Bargaining unit employees should discuss any circumstances that will affect productivity with their direct manager and provide at least one week's notice of any anticipated missed productivity goals when circumstances permit.

D. Newly hired bargaining unit employees shall have sufficient training and will be provided with a 30-60-90 day onboarding plan by their direct manager, which shall afford the Employee, other than an Employee in Tier 1, at least a 30-day gradual escalation of productivity goals. An Employee in Tier 1 shall have a 60-day gradual escalation of productivity goals. For purposes of clarity, it shall be the responsibility of the direct manager to formulate the specifics of the 30-60-90 day onboarding plan and review the plan with the Employee.

E. The Company shall not disseminate individual bargaining unit employees' output data to other bargaining unit employees.

F. Bargaining unit employees may be asked to respond to reasonable requests to handle time-sensitive matters outside of their regularly scheduled work hours or shifts as necessitated by their job duties. If the frequency of such requests becomes unduly burdensome, bargaining unit employees should notify their managers, who will then make good faith efforts to address their concerns. For purposes of clarity, any work performed outside of a bargaining unit employees' regularly scheduled work hours or shifts, including work to meet productivity goals, is subject to the provisions of Article 24, Hours and Recuperation Time, which require prior approval from their manager.

## **8. Intellectual Property / Derivative Work**

A. Subject to the below provisions, work product produced by bargaining unit employees for NowThis and/or the Company pursuant to the Company's Proprietary Information and Inventions Agreement and any other applicable intellectual property policies for which bargaining unit employees have been put on notice, is owned by the Company ("Company Works"). Bargaining unit employees shall retain the rights to their personal intellectual property not included within the definition of Company Works ("Employee Works"). The definition of "Employee Works" shall not be altered without the consent of the Union.

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

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

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

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

## B. Credits

1. Bargaining unit employees shall receive proper credit for work performed for the Company (e.g., bylines, on-screen video credits), unless impracticable to do so based on legitimate technical or third-party business-relations considerations. If the Company intends not to provide credit to Employee(s), it shall provide notice and the reason behind such legitimate considerations to the affected Employee(s) and the Union. The Company shall assign credit to each bargaining unit employee who contributes to producing a television, video, audio, or written piece, including pieces that are aired or streamed on broadcast television, cable, streaming services, and the internet (including derivative works for third-party platforms). On-screen credits shall list each participating bargaining unit employee's name and assigned job title connected with the piece. Additionally, the Company shall provide new production credits to each bargaining unit employee who makes a substantive addition or alteration to the piece to the extent it is reasonably practicable based on good faith considerations.

2. Within 60 days of execution of this Agreement, the Company shall update its credit policy. When the Company makes any substantive changes to the policy, it shall notify the Union. The Union may provide feedback to the Company on the policy for consideration by management.

3. The Company will submit new and existing projects at the time of execution of the Agreement, including any project that has a current distribution deal, that are or were sold to linear television or a streaming platform (e.g. Discovery Plus) to IMDb. In those circumstances, an Employee must sign up for IMDb, create an account,

and tag themselves to be credited in the project. The Company will verify the Employee's involvement in the project and approve credit for that project.

4. Bargaining unit employees shall have the right to decline onscreen credits and bylines in any instance but must consult with their manager to provide a reason for declining the credit.

5. The Company shall not credit bargaining unit employees for work or content they did not create.

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

## **9. Remote Work**

A. The Company shall determine whether employees are eligible to work from home on a temporary or permanent basis based on the Company's legitimate business needs and may adopt a work from home policy, which bargaining unit employees shall participate in on the same basis as other employees, subject to the below provisions.

- i. Employees shall be able to apply for any work classification (in office, remote, etc.) for which they are eligible.
- ii. The Company shall not unreasonably withhold approval to work from home.
- iii. The Company will provide bargaining unit employees who don't have a permanent workstation at the office with a safe and secure place to store personal and work-related belongings for daily use with the expectation that the Employee will clean out the drawer before leaving the office each day. On an as needed basis, the Company will work with individual employees to provide space to store belongings between office visits to the extent practicable.
- iv. Employees may speak to and consult with their manager(s) at any time about their request to change their work classification (in office, remote, etc.).
- v. The Company will confer with the Union before implementing any substantive changes to the policy.

B. If at any point the Company determines that the Company's business needs have changed and the Employee's work location designation will change as a result, the Company shall provide a minimum of one (1) month advance notice to the Employee unless such remote work timeline was previously agreed to between the employee and the Company. If the employee's change in work classification (in office, remote, etc.) requires the employee to move between states (excluding the tri-state area), the employee will receive at least three (3) months' notice.

C. This provision shall be subject to Article 14, Grievance and Arbitration, however the Company's determination as to an individual Employee's work classification shall not be arbitrable.

## **10. Hiring, Offer Letters, and Individual Agreements**

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

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

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

- i. All at-will employment provisions shall be deleted in their entirety.
- ii. The Company shall not ask bargaining unit employees to sign post-employment non-competes.
- iii. The Company shall not require bargaining unit employees to sign mandatory arbitration provisions as a condition of employment.
- iv. Each individual employment agreement shall be amended to include the following provision: " Nothing in this agreement prohibits bargaining unit employees from discussing terms and conditions of employment and/or engaging in concerted activity to the extent protected by law and not restricted by this Agreement."

In the event an Employee brings a discrimination or harassment complaint through the Company's internal complaint procedure as described in the Company's equal employment opportunity and nondiscrimination and anti-harassment policies, any settlement agreement, separation agreement or release between the Company and Employee will not contain a non-disclosure agreement unless a non-disclosure agreement is the complainant's preference and agreed to by the Union and the Company.

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

## **11. Legal Defense**

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

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

## **12. Career Development**

A. Bargaining unit employees shall be afforded the opportunity to apply for all jobs posted on the Company's career site.

B. Bargaining-unit employees who apply for other jobs within the Company are protected against retaliation for so doing.

C. Bargaining unit employees shall receive reasonable notice when the Company intends to change their regular, day-to-day work assignment or department but the notice shall not be less than four (4) weeks unless impracticable to do so based on legitimate business considerations. Bargaining unit employee job descriptions shall be updated by the Company when such changes substantively impact employee job functions or responsibilities.

D. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the Employee's request to discuss the Employee's career pathing and opportunities.

E. Each bargaining unit employee shall meet with their supervisor at least twice per year, or upon the request of the Employee, for the purposes of receiving a review of their performance. Reviews shall also be used as a mechanism to discuss an Employee's opportunities for future advancement. Employees shall also have the opportunity to provide formal feedback on their manager at NowThis via the Company's performance management tool. A copy of the Employee's review of the manager will not be provided to their direct manager.

F. A copy of the bargaining unit employee's performance review shall be provided to the Employee no later than the commencement of the performance review meeting with the Employee's manager. If the review requires edits during the meeting, a new copy of the review will be provided to the employee at the conclusion of the meeting. During at least one review per year, an Employee will be provided with the opportunity to discuss the employee's compensation. In addition, the Employee and manager will discuss anticipated performance goals and expectations for the following year. A manager/supervisor with authority to recommend a raise, promotion, or bonus shall be present at the review meeting. Upon Employee request, a written summary of the review meeting shall be provided to the employee within fourteen (14) days if substantive information not contained in the written review was discussed during the meeting. The Employee shall have the opportunity to write a response to their performance review or the written summary of the review meeting and have such response placed in their employee file. Nothing in this paragraph prevents an Employee from discussing compensation with their manager at any time.

G. If an Employee requests a pay increase, title change, and/or promotion and is later denied, within fourteen (14) days of the denial, the supervisor shall provide a response regarding the denial and will meet with the Employee to recommend a plan for how the employee can achieve a raise, title change, and/or promotion in the future.

H. If an existing Employee applies for a new position at the Company and is denied the role, they may request feedback on their application from their supervisor or a designated Company representative. Such feedback shall be provided within fourteen (14) days of the denial.

I. The Company's standards for promoting a bargaining unit employee into an open position shall not exceed the standards for promoting a non-bargaining unit employee nor the standards for hiring an outside candidate for the same open position. The decision as to whom to hire remains in the sole discretion of the Company, unless otherwise specified in this Agreement.

J. The Company shall provide resources (e.g. mentoring, professional development, etc.) to BIPOC and underrepresented Employees for pathways to promotion.

K. Whenever a bargaining unit employee seeks to resolve an issue with the Company related to wages, hours, or conditions of employment, that employee shall have the right to seek assistance from the Union, which thereafter shall be provided with the opportunity to be present at related meetings with the employee, if requested. The Company will also provide the Union with copies of written communications to the Employee concerning the issue prior to such meetings at the Union's request.

L. All salary increases not required by this Agreement shall be communicated to the Employee in writing.

M. Within three (3) months of the ratification of the Agreement, the Company shall create and/or maintain written job descriptions for all bargaining unit positions, which may change from time to time. The Company will notify the Union and affected Employees of any substantive changes to written job descriptions. The Company will review, discuss and consider including Employee feedback about their job description. Upon request, Employees will be provided the job description of the job they occupy and may make a request for any job to which they aspire or wish to apply.

N. Bargaining unit vacancies will be internally posted before the Company publicly advertises the position elsewhere. Bargaining unit employees will be notified and afforded the opportunity to apply for all vacancies and are encouraged to do so.

O. When the Company surveys Employees about workplace issues, the Company will communicate to Employees how the results of the survey will be used and who will see them.

### **13. Miscellaneous**

#### **A. Office Location**

i. If the Company moves more than 25% of bargaining unit employees to a new office space within the same city limits (including the five (5) boroughs of New York City) as the current office space, the Company will provide the Union with ninety (90) days' notice of the move unless such notice is not possible because of unforeseen circumstances. In that case, the Company will provide as much notice as is practicable given the circumstances of the move. Following notice to the Union of a move, the



Company will offer to meet to discuss plans for the use of the office space and the design and location of workstations for bargaining unit members in advance of the move. For the avoidance of doubt, the Company will be the sole decision-maker for final plans for the office space.

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

#### B. Office Miscellaneous

i. The Company shall provide workspaces and will make best faith efforts to provide conference rooms and telephone booths with basic amenities (e.g. electricity, lighting) for Employees to use when there is a need to be in the office for work purposes. The Company will make best faith efforts to provide telephone booths with basic amenities at any future office location, but if telephone booths are not available, will make best faith efforts to provide Employees with adequate space to conduct private work (e.g. conduct interviews, record video calls). The Company shall provide booked or flex-use private and semi-private workstations for Video Editors when there is a need to be in the office for work purposes.

ii. The Company will engage in a cooperative dialogue with bargaining unit employees regarding requests for a standing desk converter. Bargaining unit employee requests will not be unreasonably denied.

iii. The Company shall provide Employees with all necessary supplies and equipment (e.g., monitors). The Company shall determine the necessary and appropriate equipment needed for Employees to perform their job responsibilities; however, Employee requests shall not be unreasonably denied, and the Company will make best efforts to keep in line with evolving industry standards and job requirements.

iv. Video editors shall be provided with the necessary equipment to perform their job responsibilities. The Union shall bring concerns about equipment to Labor-Management Committee meetings for discussion.

v. The Company may search workstations, including desk drawers, in cases where there is an urgent or legitimate health or safety concern. The Company shall

attempt to reach the Employee by both text and email before accessing the Employee's workstation, including desk drawers, when there is no urgent or legitimate health or safety concern.

vi. Bargaining unit employees who work from home will be provided the equipment necessary to perform their job at home. The Company shall determine the necessary and appropriate equipment needed for Employees to perform their job responsibilities; however, employee requests shall not be unreasonably denied.

vii. The Company shall notify the Union at least one (1) month in advance of any broad plans to reopen the office(s) during or after the COVID-19 pandemic. The Company shall confer with the Union about its plans to reopen. The Company shall provide reasonable flexibility to Employees who need more than one (1) month to resume work in the office, including but not limited to Employees who need to make childcare or caregiving arrangements, or who need to relocate.

C. Union Access and Business

i. A Union representative may visit the Company's premises for the purpose of investigating working conditions or conferring with the Company or bargaining-unit employees. The Union representative's visit shall not interfere with operations. The Union must provide the Company reasonable notice prior to visit. The Union representative shall not be required to sign a Non-Disclosure Agreement to enter the Company's premises.

ii. The Company shall provide space for a bulletin board in a reasonably accessible place for Union notices.

D. Work Travel

i. The Company recognizes the need of all Employees to balance work and family obligations and agrees to make efforts to minimize hardships created by short-notice out-of-town assignments. Out-of-town assignments will be discussed with the Employee as far in advance as possible. If an Employee believes a particular out-of-town assignment creates a hardship, the Employee may seek to be excluded from the assignment without facing any adverse consequence or being excluded from future out-of-town assignments. The Company will then consider alternative arrangements, including the substitution of a similarly skilled employee. For the avoidance of doubt, the Company is not obligated to make changes to the assignment.

ii. During work travel, Employees shall not be required to share hotel rooms or lodging with colleagues. Bargaining unit employees shall be required to follow the Company's Travel and Expense Policy during all business travel.

**14. Grievance and Arbitration**

A. Every grievance arising from the application or interpretation of this Agreement will be adjusted as set forth below. A grievance shall be defined as an allegation by the Union or

the Company that there has been a breach, misinterpretation or improper application of a term of this Agreement and shall be processed and disposed of as set forth below.

- i. Step 1: The Union shall advise the head of the Company's People Team, the head of the Company's Legal & Business Affairs Team (or other such similar Company representative reasonably appointed by the Company) in writing of a grievance. Grievances shall be filed within thirty (30) calendar days of the facts giving rise to the grievance, or on the date on which it should reasonably have been known that a dispute existed. The head of the Company's People Team, the head of the Company's Legal & Business Affairs Team, or other such similar Company representative and the relevant manager, if any, shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of filing to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a written decision to the Union.
- ii. Step 2: If a grievance is not satisfactorily resolved at Step 1, it may be referred to arbitration by written request to the other party within thirty (30) calendar days of receipt of the Step 1 decision. In the event of any such request for arbitration, the Company and the Union agree that one of the following arbitrators will preside over any and all arbitration proceedings, subject to availability: Howard Edelman, Carol Wittenberg, Janet Spencer, or Joan Parker.

B. Grievances filed by the Company shall follow the same timeline as provided for in Sections A(i) and (ii) above.

C. The arbitrator's opinion and award shall be final and binding upon the parties.

D. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.

E. Any time periods in this Article 14 may be waived or held in abeyance only by written agreement between the parties.

## **15. Workplace Transparency**

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

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

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

separation is relevant to their employment, workload or workflow; however, notwithstanding the foregoing, the Company shall always notify bargaining unit employees when managers, supervisors or team leads leave NowThis.

D. The Company shall make reasonable efforts to disclose to the Union in a timely manner all new NowThis financial partnerships, including with third-party platforms and sponsors, that will impact Employee workflow or workload.

E. Upon request, an Employee is entitled to review their employment records, including their personnel file.

F. The NowThis Publisher shall attend the NowThis Labor-Management Committee meetings at least twice per year.

## **16. Editorial Standards**

A. The Company agrees to maintain a NowThis editorial style guide. The Company agrees to inform the Union regarding any changes to the editorial style guide, and will, upon request, discuss the basis for any such changes.

B. The Company agrees to maintain a NowThis Standards and Practices document to ensure that it reflects the Company's values, and the ever-changing media industry and will regularly distribute it to Employees. The Company agrees to inform the Union regarding any changes to the Standards and Practices document and will, upon request, discuss the basis for any such changes. At least once a year, the Company will conduct training for Employees on the Standards and Practices document.

C. Except in rare circumstances, NowThis will not remove a piece of content published by the Company based on a request from an advertiser, subject, sponsor, or partner, nor to attract or satisfy a new advertiser, subject, sponsor, or partner. However, in the event that the Company decides it is appropriate under the circumstances to remove a piece of content published by NowThis based on a request from an advertiser, subject, sponsor, or partner, or to attract or satisfy an advertiser, subject sponsor, or partner, the Company shall promptly notify the author of the content, as well as the Union and/or the Editorial Review Committee. Aside from instances of videos posted on social media, NowThis will also maintain the webpage or platform on which the content appeared for a reasonable period of time and indicate that the content was removed for business reasons, where technologically possible.

Except in rare circumstances, the Company will not regularly substantively alter a piece of content published by NowThis based on a request from an advertiser, subject, sponsor, or partner, nor to attract or satisfy a new advertiser, subject, sponsor, or partner. However, in the event that the Company decides it is appropriate to substantively alter a piece of content published by NowThis based on a request from an advertiser, subject, sponsor, or partner, or to attract or satisfy a new advertiser, subject, sponsor, or partner, the Company shall communicate such alteration to the author of the content and The Union and or Editorial Review Committee. The author of the content shall have the right (but not the obligation) to have their name/byline removed from the content, and the Company shall add a disclosure to the content indicating that

the content was created as an editorial piece and subsequently altered to become branded content.

D. Disclosure and Conflict of Interest

- i. All native advertising and branded content shall be labeled and identified in accordance with the Company's policies to ensure transparency to staff, viewers and readers.
- ii. Disclosure of known conflicts of interest shall be included in published content.
- iii. Bargaining unit members shall not be required to work on custom branded content as a core job duty. However, bargaining unit employees may, in limited circumstances, be asked to create or distribute branded content to support the needs of the business and supplement the Company's branded content efforts. If a bargaining unit employee feels that such an assignment is inappropriate under the circumstances (e.g., if an advertiser dictates sourcing or casting), that bargaining unit employee may decline the assignment. The Company shall ensure protection from retaliation for Employees who decline inappropriate branded content work assignments.
- iv. In the event that bargaining unit employees create branded content, the bargaining unit employees shall have the right (but not the obligation) to have their name omitted from the byline on written branded content, from the credits on video branded content, and from the author attribution on other forms of branded content, as applicable.

E. Bargaining unit employees shall have the right to refuse to work on any piece that they reasonably believe to be contrary to NowThis' Editorial Standards after discussion with their manager.

**17. Outside Work**

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 Agreement. 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 Agreement, the terms of the Agreement 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 the Company 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 Agreement's disciplinary provisions. Notwithstanding the foregoing, for individuals offered part-time employment by the Company, the Company shall approve outside activity that it is made aware of so long as it is not competitive with NowThis, or does not create a conflict of interest.

C. Unless otherwise owned or obtained by the Company, the Company shall not claim ownership over content created before the bargaining unit employee's employment by the Company, 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 the Company, 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.

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.

E. Where the outside work to be performed satisfies the criteria set forth in (i) through (iv) in (D) 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.

F. Where the outside work to be performed satisfies the criteria set forth in (i) through (v) in (D) 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.

G. 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 the 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.

H. 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 Sections D-G above and provide a written explanation as to the basis for its conclusion.

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

J. 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.

K. 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 the People team. 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 J of this Article 17 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 K.

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

M. While the determination as to whether the parameters referenced in D, E, F, and G are reasonable, or whether the approval of part-time Outside Work in G and notes in K.iv has been unreasonably withheld, may be challenged via the grievance and arbitration provisions in Article 14 of the Agreement, the parameters provided by the Company in D, E, F, and G or the decision by the Company in G and K.iv, shall be upheld unless the Union can demonstrate that there is no rational basis for such parameters or decision.

## **18. Labor-Management Committee**

The parties shall establish a Labor-Management Committee. The Committee shall include Union representatives not to exceed 10% of the overall bargaining unit and a minimum of four (4) Company representatives, inclusive of two (2) from NowThis management, unless agreed upon by the Company and the Union prior to a meeting. The number of Company representatives shall not exceed the number of Union representatives. The Company and the Union shall provide agenda items in advance of the meeting. The Committee shall meet within sixty (60) days of ratification and quarterly, or upon request, thereafter.

## **19. Speaking Engagements**

Bargaining unit employees must seek approval from their manager and the Company’s Communications department for all speaking engagements at which they will be representing the Company’s business dealings, work product, corporate positioning or brand strategy, and except in cases where the Employee’s position is solely for identification purposes. If the request is

approved, an employee will work with Communications to prepare for the engagement. Nothing in this Agreement prohibits employees from speaking publicly based on their rights protected under the National Labor Relations Act.

## **20. Management Rights**

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

B. The Company shall have the right, in its sole discretion, to subcontract bargaining unit work and use independent contractors, including, but not limited to, freelancers, outside bloggers and other outside contributors. Additionally, the Company shall have the right, in its sole discretion, to assign bargaining unit work to non-unit employees, including, but not limited to, supervisors, employees working on branded content teams, and interns, provided that NowThis shall not implement a layoff of bargaining unit employees as a direct result of subcontracting or assigning work to non-unit employees or third parties unless it is a strategic realignment.

C. For purposes of Sections B and C only, a "strategic realignment" shall mean the elimination of a coverage area of a department or project or a significant reduction of the Company's labor costs. In the case of a strategic realignment, the Company shall provide three (3) weeks' notice of layoff to the Union or pay in lieu of notice and additional severance pursuant to Article 27. For the avoidance of doubt, the obligations to provide three (3) weeks' notice or pay in lieu of notice and additional severance shall not apply if the Company lays off bargaining unit employees but does not subcontract or reassign the work.

D. The Company may make and/or continue and from time to time, add to or change such reasonable rules and regulations as it may deem necessary and proper for the conduct and management of its business, provided the same are not inconsistent with any of the provisions of this Agreement.

E. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority of the Company existing prior to the signing

of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management.

## **21. Probationary Period**

All new employees in the bargaining unit shall have a six (6) month probationary period, except those Employees who have moved to NowThis from another part of the Company. Employees who have moved from another part of the Company and are performing their same role shall have a three (3) month probationary period, and Employees who have moved from another part of the Company and are performing a new role shall have a probationary period of four (4) months. During this time, the bargaining unit employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement.

The Company will provide a bargaining unit employee within their six (6) month probationary period with written notification of any known performance issues that may impact their successful completion of the probationary period at three (3) and five (5) months, if applicable. The Company will provide an Employee within their three (3) month probationary period with written notification of any known performance issues that may impact their successful completion of the probationary period at two (2) months, if applicable. The Company will provide an Employee within their four (4) month probationary period with written notification of any known performance issues that may impact their successful completion of the probationary period at three (3) months, if applicable. The Company shall notify the Union at least thirty (30) days in advance of an Employee's termination if a new Employee is not on track to successfully complete the six (6) month probationary period based on any known performance issues. The Company shall notify the Union at least two (2) weeks in advance of an Employee's termination if a new Employee is not on track to successfully complete the three (3) or four (4) month probationary period based on any known performance issues. Nothing in this Section shall limit the Company's right to discipline or discharge an employee for any reason during their probationary period.

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

## **22. Discipline and Discharge**

A. The Company shall have the right to discipline, demote, suspend, or discharge bargaining unit employees for just cause, which shall include, but is not limited to, misconduct, poor performance, failure to comply with the Company's policies and procedures, theft, violence, etc.

B. The Company shall have the unilateral right to discharge or otherwise discipline any bargaining unit employee from his or her position if, in the Company's sole judgment, the bargaining unit employee does not meet the Company's standards for editorial content, editorial

quality, and/or professional journalistic ethics, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial-based reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial judgment of the Company and must uphold the discharge or other disciplinary action. In the event the Company intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this Article 22.B and not under any other provision of this Agreement.

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

### **23. Compensation**

A. Effective upon ratification, the minimum annual salaries for the Job Tiers set forth in Addendum A (the "Job Tiers") are as follows:

- i. Tier 1: \$60,000; \$62,000 effective 3/31/24
- ii. Tier 2: \$65,000
- iii. Tier 3: \$70,000
- iv. Tier 4: \$76,000
- v. Tier 5: \$88,000

B. Effective April 1, 2022, each bargaining unit employee who was employed by the Company on March 16, 2021, and remains employed upon the date of the payout shall have their annual base salary increased by 3%, unless the Job Tier minimum in Section A above is greater than the foregoing increase in this Section B, in which case, the bargaining unit employee shall receive the Job Tier minimum.

C. Effective April 1, 2022, each bargaining unit employee shall receive the greater of moving to the Job Tier minimum in Section A or increases to their then-current salary as follows:

- Salary of < \$90,000 – 3.25% increase
- Salary of > \$90,000 – 2.75% increase

D. Effective April 1, 2023, each bargaining unit employee shall receive the greater of moving to the Job Tier minimum in Section A or increases to their then-current salary as follows:

- Salary of < \$90,000 – 3.25% increase
- Salary of > \$90,000 – 2.75% increase

E. All bargaining unit employees who are employed as of the ratification date will receive a ratification bonus of \$1,500 by separate check on the next practicable payroll following

ratification of the Agreement, and \$1,900 to be paid by separate check on the next practicable payroll following January 1, 2023, provided the bargaining unit employee was employed as of the ratification date and remains employed as of January 1, 2023.

F. Bargaining unit employees will continue to be eligible for bonuses on the same basis as other non-executive, non-managerial Company employees.

G. An Employee who has been in their Tier 1 role for at least one (1) year shall be evaluated for a promotion on the next twice-annual performance review cycle following their one (1) year anniversary in such tier. An Employee who has been in their Tier 2 role for at least two (2) years shall be evaluated for a promotion on the next twice-annual performance review cycle following their two (2) year anniversary in such tier. The Company shall make good faith efforts to promote the Employee unless there are legitimate business and/or performance considerations for denying the promotion. Nothing in this Agreement prevents the Company from promoting these Employees sooner.

H. In the event a bargaining unit employee is promoted into a higher classification (i.e., a title with a higher minimum salary), the Employee shall receive upon promotion no less than the Job Tier minimum in Section A for the new job title or the Employee's salary before promotion plus 5%, whichever is greater. If the promotion occurs during the April increase cycle, the Employee will not receive both the annual increase and the minimum promotion increase (i.e., they shall not be pyramided).

I. 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 the People team, 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.

J. The Company has the discretion to pay new and current Employees above the minimum rates.

## **24. Hours & Recuperation Time**

A. Workweek.

- i. The regular full-time workweek for bargaining unit employees shall generally be five (5) days, forty (40) working hours per week, and the regular work schedule for each Employee shall generally include two consecutive days off. 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, subject to Overtime and Recuperation Time set forth below.
- ii. When bargaining unit employees are required to work during regularly scheduled time off, Employees may request and will receive Recuperation Time as set forth below.

B. The Company shall continue its policy of “Summer Flex Days” between Memorial Day and Labor Day. A bargaining unit employee is permitted to take four (4) full days or eight (8) half-days off during this period of time as long as there are no business needs requiring them to work during that time. Bargaining unit employees will agree with their managers which days they will take off. It is understood that during the term of this Agreement, the Company retains the right to discontinue offering Summer Flex Days provided that notice of the Company’s intent to do so is given to the Union not less than 30 days prior to Memorial Day. The Company will not discontinue Summer Flex Days for bargaining unit employees unless they are also discontinued for all other similarly situated employees.

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

D. Effective as of the ratification of this Agreement, overtime-eligible Employees (Tiers 1 and 2) shall be eligible for overtime at 1.5 times their regular rate of pay for any hours worked in excess of forty (40) hours in a workweek.

E. All bargaining unit employees shall be eligible for Recuperation Time in accordance with Article 24.F.

F. Recuperation Time:

i. 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 or working multiple late nights in a work week), 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. The manager shall inform the Employee in writing as to whether the proposed time off can be accommodated, or whether alternative time off must be agreed upon between the Employee and the manager. 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 the People Team 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.

ii. 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 entitled to an additional day and a half 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.

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

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

## **25. Differentials**

A. 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 provisions. Employees are considered to be "on call" when they are required by the Company to be available and ready to work on a regular day off or outside their normal work hours.

B. 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).

C. The Company will continue to provide a translation service for bargaining unit employees to use.

D. When a bargaining unit employee agrees to work on "branded content" (as defined below), per Article 16, Editorial Standards, the Employee shall receive the following minimum payments per piece or episode:

- i. Short form (e.g., TikTok or Instagram story): \$500
- ii. Longer form (e.g., full length video): \$1,000

“Branded content” is custom content created by NowThis at the direction of a third party where the third party controls the content itself; for clarification purposes, host reads, on-camera advertising reads and similar core job duties for editorial content are not considered branded content.

E. There shall be a minimum 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 returns to the place of production the next morning (e.g., clocks in, in the case of hourly employees). When a bargaining unit employee is traveling, the rest period shall be nine (9) hours.

When the rest period is less than ten (10) hours (nine (9) hours for traveling) an hourly bargaining unit employee shall receive an additional \$35 per hour for the portion of the rest period invaded (e.g., if an employee must report back to place of production nine (9) hours after the end of the prior work day, they shall receive an additional \$35 for the invaded hour). For weekly or 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 bargaining unit employee 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.

## **26. Reimbursements**

A. The Company shall maintain a Travel & Expense Policy, which shall apply to bargaining unit employees on the same terms and conditions as other non-executive employees that may be changed from time to time. As part of such Travel & Expense Policy, the Company shall continue to maintain a communication subsidy and a process for remote work reimbursements, at the costs and benefit levels offered at the time of the ratification of this Agreement. Nothing in this provision shall prevent the Company from offering a more generous communication subsidy and/or process for remote work reimbursements in its sole discretion.

B. Should a bargaining unit employee be required and approved to work more than ten (10) consecutive hours in the office, the Employee may expense the cost of a meal up to \$25, unless the Company provides a meal. The Company may require Employees to use a central food ordering service, or to request a receipt for the expense. Managers shall continue to approve expensed meals from time to time for Employees working remotely at the manager’s discretion.

C. 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.



D. If bargaining unit employees are required to relocate cities for work, the Company shall offer to meet with the Union to discuss the relocation.

E. The Company shall continue to reimburse Employees for approved expenses incurred in the course of travel for work. Bargaining unit employees who are required to travel for work shall continue to use a platform provided by the Company to book expenses such as flights, hotels, and trains.

**27. Severance**

A. A bargaining unit employee who is terminated for gross misconduct is not entitled to severance pay.

B. In the event of a layoff, a bargaining unit employee may request copies of work product by contacting the People team and receiving approval from the Company for the work product requested. This includes access to archived Google account data and similar archives as long as not prohibited by any applicable laws. Requests shall not be unreasonably denied.

C. For a period of six (6) months following the date of a bargaining unit employee's layoff, that employee may apply for an open position at NowThis and will be provided with a hiring manager interview for any position for which they meet the current minimum qualifications.

D. The Company shall continue to provide employment verifications to former Employees.

E. A laid-off bargaining unit employee who leaves for other employment outside of the Company before the proposed termination date, but after receiving notice of termination, shall nevertheless receive full severance pay.

F. If a laid-off bargaining unit employee returns to NowThis within three (3) months of the termination of their employment, the Company will honor their original hire date for purposes of severance pay under this Article. Nothing in this Agreement prevents the Company from honoring the seniority or employment longevity for any Employee who returns to NowThis at any time after any period.

G. Any bargaining unit employee who is laid off (i.e., for economic reasons, position elimination, or other reasons) and is not discharged for cause shall, subject to the execution of a standard Company separation agreement, receive gross severance per the chart below. In addition, any bargaining unit employee who is discharged under Article 22 (Discipline and Discharge), Section B shall, subject to execution of a standard Company separation agreement, receive gross severance per the chart below.

Full Years of Service	Laid Off (Section G)	Discipline / Discharge (Section H)
0-1 years	12 weeks	8 weeks

2	13 weeks	9 weeks
3	14 weeks	10 weeks
4	15 weeks	11 weeks
5	17 weeks	13 weeks
6	19 weeks	15 weeks
7	21 weeks	17 weeks
8	23 weeks	19 weeks
9	25 weeks	21 weeks
10+	26 weeks	21 weeks

H. If a bargaining unit employee is entitled to equal or greater severance under another applicable contract or agreement, the Company will not be required to provide any additional severance or COBRA under this Agreement.

I. The Company shall cover the full cost of COBRA for the length of the severance period, provided the Employee enrolls in COBRA upon execution of a standard Company separation agreement and release. The Company shall comply with any obligations under the American Rescue Plan Act of 2021 or any similar subsequent laws.

**28. Professional Development**

The Company shall provide a NowThis Continuing Education Program in addition to similar programs as may be offered by the Company from time to time. The Labor-Management Committee may discuss additional professional development opportunities for the bargaining unit (e.g., group classes or skillshares on topics like understanding the NowThis voice, journalistic standards, script writing, technical editing skills). The Company representatives on the Labor-Management Committee will work collaboratively with the bargaining unit representatives on the Labor-Management Committee to consider such opportunities.

Bargaining unit employees may request to attend relevant classes or conferences, outside of their assigned work duties, to further their professional development. The Company shall evaluate and approve such requests on a case-by-case basis, and if approved, the Company shall pay reasonable employee expenses for such class or conference (including travel expenses) subject to the Company’s Travel and Expense Policy. Approvals of such requests shall not be unreasonably denied.

The Company shall allocate at least \$10,000 in funding in each year of the Agreement to fulfill Employee requests for professional development.

**29. 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, beginning with the move from 2023 health to 2024 health benefits:

i. 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 the Union to bargain over such changes.

ii. 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.

### **30. 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.

### **31. Holidays**

During the term of this Agreement, the Company shall continue to provide bargaining unit employees with at least thirteen (13) Company designated paid 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.

### **32. PTO Policy**

The Company shall maintain its existing Unlimited Paid Personal Time Off Policy (the “Unlimited PTO Policy”) for all full-time bargaining unit employees. Bargaining unit employees are encouraged to take at least twenty (20) days of PTO in each calendar year off pursuant to the Unlimited PTO Policy. 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 vacation 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, the second 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 under an unlimited paid time off policy of paid time off 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 taking five (5) or more consecutive days of PTO.

In addition, during the 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 Unlimited PTO Policy. 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 family obligations, parental leave, 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 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.

### **33. 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 Unlimited 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 Unlimited PTO Policy), per calendar year to care for a seriously ill immediate family member.

### **34. Health Leave**

Bargaining unit employees who qualify for coverage under the Short Term Disability insurance policy, and do not 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 the Unlimited PTO Policy).

### **35. 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 the Unlimited PTO Policy) 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 Company holidays during the leave period.

### **36. Bereavement**

Bargaining unit employees (including part-time bargaining unit employees) 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 Unlimited PTO Policy, on the same basis as non-bargaining unit employees, which shall not be unreasonably withheld.

### **37. 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 27, 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.

### **38. Additional Benefits**

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.

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.

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. 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.

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

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.

**39. 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 29 (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.

**40. 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.

**41. Separability and Savings**

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

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

**42. Successorship**


In the event that the Company sells, assigns, or transfers any part of its right or title to conduct the operations covered by this Agreement, or sells, assigns, or transfers substantially all of the assets used in such operations, or in the event there is a change in the form of ownership of the Company, the Company shall give the Union reasonable advance notice thereof in writing. This Agreement shall be binding on any successor of the Company, which will abide by the Agreement's terms and conditions for the duration of the Agreement.

**43. Term of Agreement**

This Agreement shall be effective upon ratification and shall continue in full force and effect up to and including March 31, 2024.

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

For: Vox Media, LLC

Name: 

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

Title: Executive Director

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

Date: 11/9/2022

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

## ADDENDUM A

Tier 1 \*(eligible for OT) – \$60,000; \$62,000 effective March 31, 2024

- Production Coordinator

Tier 2 \*(eligible for OT) – \$ 65,000

- Associate Copy Editor
- Associate Producer
- Associate Insights Analyst

Tier 3 – \$70,000

- Copy Editor (eligible for OT)
- Staff Writer
- Social Media Manager

Tier 4 – \$76,000

- Producer
- Producer/Editor
- Producer/Shooter
- Shooter/Editor
- Video Editor
- Graphic Designer
- Correspondent
- Correspondent/Producer
- Audio Engineer
- Production Manager
- Insights Analyst
- Senior Copy Editor
- Senior Social Media Manager

Tier 5 – \$88,000

- Senior Producer
- Senior Producer/Shooter
- Senior Shooter/Editor
- Senior Booking Producer
- Senior Video Editor
- Senior Writer
- Senior Graphic Designer
- Senior Copy Editor, Lead
- Editor & Post Production Lead, Design
- Senior Correspondent
- Senior Correspondent/Producer
- Technical Director
- Project Manager
- Senior Insights Analyst