

Collective Bargaining Agreement

The Writers Guild of America, East, Inc., AFL-CIO (hereinafter “WGAE,” “Union” or the “Guild”, and First Look Media Works, Inc. (hereinafter the “Employer”), agree as follows:

1. RECOGNITION

The Employer recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of full-time and regular part-time employees in the United States in the following system job classifications, and other employees hired to perform the same or similar work, for The Intercept:

Senior Engineer	Production Assistant (TI)
Senior Writer/Reporter	Junior Writer/Reporter
Senior Research Editor	Junior Fact Checker
Senior Photo Editor	Junior Designer
Engineer	Associate Research Editor
Writer/Reporter	Senior Designer
Digital Archivist	Senior Producer
Story Editor	Senior Archivist
Data Journalist	Photo Editor
Digital Producer	Audience Engagement Producer
Video Producer	Senior Copy Editor
Copy Editor	Senior Product Designer
Associate Writer/Reporter	Digital Security Specialist
Associate Editor	Investigative Researcher
Fact Checker	
Associate Designer	
Producer (TI)	

- a. At the beginning of each month the Employer will provide the Guild with a list of all bargaining unit employees, including their dates of hire, job titles, compensation, and, to the extent these are available to the Employer, genders, ethnicities, addresses, cell phone numbers, and email addresses.
- b. The Company will notify the Union of the creation of new non-supervisory job titles that perform the same or similar work as the bargaining unit for The Intercept and will discuss unit inclusion and salary tier for such positions.

2. UNION SECURITY

- a. The Employer agrees that it will not continue any employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of their employment, or the effective date of this Agreement, whichever is later. This provision will not apply to non-unit employees whose job consists primarily of non-unit duties, or to non-unit employees who are temporarily placed in unit jobs to fill in for unit employees who have been assigned elsewhere (for a period not to exceed three months).
- b. The failure of any employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Employer to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Employer and the employee.
- c. Nothing in this Article shall be construed to require the Employer to cease employing any employee if the Employer has reasonable ground for believing that:
 - i. membership in the Union was not available to such employee on the same terms and conditions generally applicable to other members; or
 - ii. such employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.
- d. If the Employer should employ an applicant not a member of the Union, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

3. DUES CHECKOFF

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

WRITERS GUILD OF AMERICA, EAST

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

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period.”

WITNESS: _____ SIGNATURE: _____ DATE: _____

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

4. DISCIPLINE, DISCHARGE AND LAYOFF

- a. Employer shall have the right to discipline, demote, suspend, or discharge employees for just cause, which shall include, but is not limited to, misconduct, poor performance, failure to comply with applicable laws and regulations, failure to comply with reasonable Employer policies and procedures that have been communicated to employees, theft, violence, breach of confidentiality, and/or security requirements.
- b. Whenever the Company issues a written notice of disciplinary action to a bargaining unit employee, it shall promptly, but, except in extraordinary circumstances, no longer than two (2) business days, inform the WGAE Business Agent or their designee that a written disciplinary notice has been issued, and the name of the employee to whom it was issued.
- c. Employer shall have the right to discharge or otherwise discipline any bargaining unit employee from their position if, in the Company’s judgment, the employee does not meet Employer’s standards for editorial content, editorial quality,

editorial security, and/or professional journalistic ethics, provided those standards have been clearly communicated, and provided the employee has been given notice of the ways in which the employee has failed to meet those standards and an adequate and reasonable period in which to improve. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the procedural requirements of this paragraph were met and 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. Any employee terminated pursuant to this provision shall be entitled to severance pay and COBRA reimbursement (in exchange for a general release) as set forth in the next subsection.

- d. In the event of a layoff, or a termination for editorial reasons as set out in (c) above, an employee shall receive (upon execution of a general release in a form provided by and acceptable to the Employer), a minimum of two (2) weeks' pay per year of service, with a minimum severance payment of eleven (11) weeks of the employee's salary, except that for a termination for editorial reasons, the minimum severance shall be twelve (12) weeks. The Employer will pay the employer cost of COBRA in direct payments to COBRA for a laid off employee or an employee receiving severance in accordance with Paragraph 4(c) above for the length of the severance period.
- e. For a period of six (6) months after the date of a bargaining unit employee's layoff, the Laid Off Unit Employee shall have the right of first refusal in the event that their position is reestablished by the company, and for an additional six (6) months the Laid Off Unit Employee shall be placed on a preferential hiring list for positions where the employee is qualified.
- f. Laid off employees may request copies of their work product (including that contained in easily accessible digital archives) for the non-commercial and sole purpose of establishing a portfolio for future employment. Requests may be made for such work by contacting Human Resources and will not be unreasonably denied.
- g. If an employee is laid off and returns to the Company within one (1) year of the termination of their employment, the Company will honor the original hire date for purposes of any terms of this Agreement. Nothing in this Agreement prevents the Company from honoring the seniority or employment longevity for any employee who returns to the Company at any time after any period.

5. **PROBATIONARY PERIOD:**

- a. All new employees in the bargaining unit shall have a six (6) month probationary period. During this time, the 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.

6. MANAGEMENT RIGHTS

a. Management of The Intercept, 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 Employer. Except as otherwise provided in this Agreement, the Union agrees that Employer has the right to establish, plan, direct and control Employer's missions, projects, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control Employer 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 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 employees is evaluated; to establish and require employees to observe Employer 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. The Employer will not layoff bargaining unit employees as a direct result of subcontracting bargaining unit work.

b. Employer shall have the right, in its sole discretion, to require new employees to submit to background checks.

c. Employer shall have the right, subject to the provisions in Article 19, Contractors, Fellows, and Interns, to subcontract bargaining unit work and assign bargaining unit work to non-unit employees, including, but not limited to, fellows, outside bloggers or other outside contributors, and independent contractors.

d. Employer shall have the right, subject to the provisions in Article 19 Contractors, Fellows, and Interns, to continue to use freelancers and independent contractors to perform work which would otherwise be covered by this Agreement.

e. The Employer 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. The Employer must communicate all such rules and regulations to the employees.

f. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority of the Employer existing prior to the signing of this Agreement are retained by Employer and remain exclusively and without limitation within the rights of management.

7. DIVERSITY

- a. The parties share a commitment to diversity and inclusion.
- b. *Diversity Committee*
 - i. A Diversity Committee of both bargaining unit members and editorial management will continue to meet quarterly to discuss, assist and partner with Human Resources and management on current and potential diversity and inclusion initiatives at The Intercept with regard to recruitment, selection, retention, mentorship, and advancement, as well as diversity and inclusion issues related to editorial coverage. The committee will also discuss and make recommendations with respect to the use of resources budgeted for such initiatives.
 - ii. At least once a year, the Company will work in good faith with the Diversity Committee to identify and determine the need, if any, for staff-wide training on diversity and inclusion. Topics for such training may include but are not limited to anti-oppression, anti-discrimination, and unconscious bias. Upon such determinations, the Parties will cooperatively attempt to identify an appropriate trainer and/or curriculum and implement the training in a timely manner.
 - iii. The committee may also discuss with management specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists “NABJ”).
 - iv. The bargaining unit will select the members of the committee from the Union side.
- c. *Information and Data*
 - i. The Employer will conduct an annual demographic survey providing newsroom employees an anonymous opportunity to self-identify with respect to, among other things, race/ethnicity, national background, educational background, sexual orientation, gender identity, age and

creed. The report will be provided to the Union.

d. *Open Job Positions*

- i. When the Employer seeks candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, (a) the position will be posted for a minimum of two weeks, and (b) the Employer will ensure that it interviews at least two (2) candidates from groups underrepresented at The Intercept (e.g., BIPOC, LGBTQ+, people with disabilities, low socio-economic status,) prior to making a hiring decision. When a position is created for a specific candidate (i.e., when, prior to the creation, the position was not part of the Board-approved headcount), the Employer will notify the Union in writing after the employee has accepted the position as to the basis for the decision not to post and interview for the position.
- ii. The Employer will make a good-faith effort to circulate postings in a manner that assists in the recruitment of candidates from groups that have been traditionally under-represented at The Intercept and within the journalism industry.

The Employer will attend conferences such as NAHJ (National Association of Hispanic Journalists), NAJA (Native American Journalists Association), and NABJ (National Association of Black Journalists), with the purpose of recruitment of candidates from groups that have been traditionally under-represented at The Intercept and within the journalism industry.

- iii. A Diversity Committee representative from the bargaining unit shall participate on each hiring committee.
- iv. The Employer will maintain a list of open bargaining unit positions at The Intercept, a list of places where such open positions are posted or otherwise disseminated (e.g., websites, listservs, social media groups), as well as any planned recruitment for bargaining unit positions. These lists shall be available to members of the Diversity Committee.

e. Freelance Bylines-

- i. The Diversity Committee may provide input to Editorial leadership with respect to a policy to promote diverse sourcing and freelancing bylines

from underrepresented groups (e.g., BIPOC, LGBTQ+, people with disabilities, broad range of socio-economic status). Such a policy shall be made accessible to all bargaining unit employees and be circulated to all Editorial staff on an annual basis.

f. Diversity goals

- i. In 2021, the Company has a currently stated goal of increasing the percentage of people of color in the newsroom to 50%. The Company shall provide quarterly updates to the Diversity Committee and the Union on the progress toward the goal.

~~a~~ Gender Identity and Expression

- i. 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 and to the extent possible under the circumstances, 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 provide all gender neutral bathrooms.

8. **EDITORIAL STANDARDS**

- a. Editorial content decisions shall be made by editorial management and editorial staff (as appropriate) only (subject to legal and similar review and compliance).
- b. While the Employer shall at all times maintain editorial control over what appears on The Intercept, this shall not be construed to limit in any way sponsorships, third-party partnerships with commercial or non-profit organizations, or other similar business development initiatives.
- c. The Employer reserves the right to manage and control the business strategy and editorial direction, including the right at all times to choose whether or not to direct resources to any aspect of the news gathering operation.

- d. Bargaining unit members shall not be required to work on Native Advertising and Branded Content; provided, however, that the Employer reserves the right at all times to place editorial content on sponsored pages or any other distribution platforms. Native Advertising and Branded Content for the purposes of this agreement shall be defined as content that resembles news, feature articles, product reviews, entertainment and other material but is created specifically for an advertiser.

9. **OUTSIDE ACTIVITIES AND FREELANCING**

- a. For purposes of this Agreement, “freelancing” shall be defined as any outside journalistic employment, contracting, professional and/or comparable activities, which are paid, unpaid or self-employment in any medium. Freelancing shall not, however, include nonprofit journalistic work wholly unrelated to the types of content published by The Intercept or any parent, subsidiary, or related entity of The Intercept (each an “Intercept Entity”) business and/or the employee’s employment with The Intercept.
- b. Employees must receive prior approval from management to engage in any freelancing. Management will respond promptly (within a week at the longest) and will evaluate freelancing requests in good faith by considering the following factors:
 - i. The proposed freelancing must not interfere in any way with the employee’s performance of their job;
 - ii. The proposed freelancing must not conflict in any way with any Intercept Entity and its interests or create any form of journalistic or other actual or perceived conflict of interest;
 - iii. Whether there are plans to assign the employee or another employee a similar piece or project; and/or
 - iv. Whether the freelancing would be for a direct competitor or is otherwise competitive with any Intercept Entity.
- c. If management decides not to approve a freelancing request it will tell the employee the reasons.
- d. It shall, at all times, remain within the Employer’s discretion to approve any request to freelance.

10. INTELLECTUAL PROPERTY

- a. The Employer retains intellectual property rights of work created by bargaining unit employees that constitute “Created Product” as defined by the Employee Assignment and Confidentiality Agreement (“EAC”) (attached as Appendix A), which shall be executed by all bargaining unit employees.
- b. Bargaining unit employees retain the rights to all work not considered “Created Product” under the EAC.
- c. If an employee seeks to reuse Created Product created by the employee, or to create a new work (e.g., books/e-books, films, TV, video games or digital video programs, podcasts, or other formats) based on content created by a bargaining unit employee as part of their employment with The Intercept, the employee must inform the Employer in writing (email sufficing) and the Employer shall have twenty business days following receipt of such notice to indicate whether the employee may proceed with this reuse or new work. If the Employer wishes to participate in the creation or distribution of this work (reuse or Derivative), the terms set forth in Paragraph 11 will apply.

11. DERIVATIVE WORKS

- a. If Employer or any related entity chooses to create new work (e.g., books/e-books, films, TV, video games or digital video programs) based on content created by a bargaining unit employee as part of their employment with The Intercept (“Derivative Work”) or to reuse the employee’s work in a different format (e.g., to include an article in a book), or to license the work to a third party, the employee will be notified and consulted about that new work or reuse or licensing and receive appropriate credit in such work.
- b. For the purpose of clarity, Derivative Work does not include the republication or redistribution of work on any other website or application, social media platform, etc., even if such work is reformatted or edited for such purpose.
- c. Any additional compensation for a Derivative Work shall be governed by the Derivate Work Policy set forth in Appendix B.

12. LABOR MANAGEMENT COMMITTEE

- a. A committee comprised of an equal number of bargaining unit members and editorial management will meet quarterly to discuss issues concerning employees at The Intercept and other issues the members mutually agree to discuss (e.g., staffing, workload, freelancing, etc.)

13. COMPENSATION

- a. Wage Increases:
 - i. Effective March 1, 2022, bargaining unit employees in levels P1-P3 will receive a 3.25% wage increase to their base pay, and bargaining unit employees in -P4 will receive a 3% wage increase.
 - ii. Effective March 1, 2023, bargaining unit employees in levels P1-P3 will receive a 3.25% wage increase, and bargaining unit employees in-P4 will receive a 3% wage increase.
 - iii. Effective March 1, 2024, bargaining unit employees in P1-P3 will receive a 3.25% wage increase, and bargaining unit employees in P4 will receive a 3% wage increase.
- b. The Employer will establish the Professional Level Definitions and Minimums as set forth in Appendix C.
- c. Employer shall have the right, at any time, to compensate any bargaining unit employee at a rate higher than the minimum set forth in this Agreement, at its discretion. The payment or non-payment of such higher rates shall not be subject to negotiation or the grievance procedure of this Agreement.
- d. Employer may continue and/or create merit and bonus plans and programs, all terms of which, including the right to amend and/or eliminate the plans and programs, shall continue to be within the sole discretion of Employer.
- e. The Employer shall have an annual performance review process. As part of that review process, each bargaining unit employee will have the opportunity to discuss any request they may have for additional compensation, promotion, or title change. If such a request is made and not accepted, it shall be addressed in writing, as part of either a formal evaluation or otherwise.
- f. No bargaining unit staff employee shall have their salary reduced during the term of this agreement (except related to a voluntary change in position or if they change from full-time to part-time status).
- g. Upon promotion to a higher classification, an employee shall receive the minimum for the new position or an increase of at least 5% , whichever is higher.

14. EMPLOYEE BENEFITS

- a. Except as expressly set forth below, the Employer may continue to add, modify, or eliminate any employee benefit plan or policy without negotiation with the Union.

- b. The company will provide unit members with a reimbursement of \$120 a month (taxable) for communications (cell phone/internet).
- c. *Medical, Prescription, Dental, Vision Benefits*
 - i. If there are any changes to the benefits, the Company will give the union at least 30 days' notice in advance of open enrollment.
- d. *Health Insurance*
 - i. The Employer shall continue its current health care cost sharing "Maximum Employer Contribution" of:
 - 1. Medical Employee Only \$691.34
 - 2. Medical Employee + Spouse \$1,355.69
 - 3. Medical Employee + Child(ren) \$1,245.16
 - 4. Medical Employee + Family \$1,798.62
 - ii. The Maximum Employer Contribution shall increase by no more than 6% in each year of the contract. For the sake of clarity, if the average cost increase for the Employer provided health insurance plans is less than 6%, then the Maximum Employer Contribution shall increase only by that average increase, and if the average cost increase exceeds 6%, the Maximum Employer Contribution shall increase only by 6%.
 - iii. Nothing in this agreement prevents the Employer from increasing its Maximum Contribution above these terms in its sole discretion.
- e. *401K Plan* – The Employer shall maintain its current 4% 401k match.
- f. *Sick Leave and Paid Time Off*
 - i. The Employer will implement the Discretionary Time Off Policy attached as Appendix D effective upon ratification of this agreement.
 - ii. The Union and Employer agree that the benefits provided herein exceed those provided for by the New York State and New York City Sick Leave Act, and, therefore, the provisions of those laws are expressly waived by this Agreement.
- g. *Parental Leave* – The Employer shall provide all employees with five (5) months paid parental leave at full salary for the birth, adoption, or fostering of a child.

This parental leave for foster parenting shall be available once every three (3) years.

h. *Professional Leaves*

i. *Unpaid Professional Leave* - The Employer shall make all Employees with at least five (5) years of service eligible for a one (1) month unpaid professional leave/sabbatical once every five (5) years. Employees will continue to accrue seniority while on leave, and will have the right to return to their previous position at the end of the leave. The employer shall maintain the Employee's health benefits while on leave.

ii. *Paid Professional Leave* - The Employer shall make all Employees with at least eight (8) years of service eligible for a three (3) month paid professional leave/sabbatical. Employees will continue to accrue seniority while on leave, and will have the right to return to their previous position at the end of the leave. The employer shall maintain the Employee's health benefits while on leave.

iii. No more than one (1) person on a project/team , and no more than two (2) people total, may be on professional leave at a time.

iv. The timing of professional leave is subject to the approval of management and shall not be unreasonably denied.

i. The Company shall continue to provide access to licensed mental health professionals for consultation, information, assistance, and resources for a variety of concerns through the Company Employee Assistance Program or similar Company resources.

j. Employees shall receive a stipend of \$100 per month which they may put towards any non-covered health care costs (e.g., out-of-network mental health care providers).

k. *Professional Development* – The Employer will maintain its current practice with respect to the \$1,000 annual allocation for professional development for each bargaining unit employee.

15. GRIEVANCE AND ARBITRATION

- a. Scope - Every grievance arising from the application or interpretation of this agreement will be adjusted as set forth in paragraphs b. through e.
- b. Step One: Informal Discussion - If a dispute arises regarding the application or interpretation of this Agreement, an employee or group of employees may present the claim to the appropriate manager or supervisor to discuss and attempt to resolve it.
- c. Step Two: Grievance - If a dispute is not resolved or submitted for informal discussion, the Union may submit a grievance in writing to the Employer's President or other appropriate Employer designee.
 - i. Grievances shall be filed within one hundred twenty (120) calendar days of the facts giving rise to the grievance.
 - ii. After a grievance is filed, an Employer designee and the employee or employees concerned and a Union representative (to be designated by the Union) will meet promptly to discuss the dispute in an effort to resolve it. A decision will be made and issued in writing within ten (10) days of the meeting.
- d. Step Three: Arbitration
 - i. If the grievance is not resolved using the steps in the forgoing paragraphs, the Union may submit it to arbitration.
 - ii. The Employer and the Guild will select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties.
 - iii. If the grievance is not submitted to arbitration under this paragraph within ninety (90) days after the completion of Step Two, it will be barred.
 - iv. The fees and expenses of any arbitrator will be shared equally by the parties.
- e. Arbitrator's Powers - The arbitrator will not have any power to add to, subtract from, or otherwise amend this agreement.

16. LEGAL SUPPORT

- a. If any current bargaining unit employee or former bargaining unit employee (other than an employee discharged for gross misconduct) is sued or charged under a federal, state, or local law, or is subpoenaed as a witness, in connection with the employee's performance of authorized work for the Company at the direction of an authorized agent of the Company, the Company shall defend the employee at the Company's expense. Selection of such counsel will be at the discretion of the Company. Management and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation.
- b. The Company shall not be responsible for providing a legal defense to any employee, who in the course of the performance of authorized work, has violated relevant Company policy, engaged in fraud or knowing or negligent criminal conduct, with the exception of claims for which there is a good faith belief there is a defense under the First Amendment for such conduct.
- c. To the extent possible, the bargaining unit employee and the Company will engage common counsel to act jointly for the Company and bargaining unit employee, understanding that such a joint representation has significant advantages, avoids the proliferation of expense and fosters a consistent position in the defense of any matter. Should a conflict of interest exist or arise during such representation, the bargaining unit employee agrees that common counsel will withdraw from representing the bargaining unit employee but may continue to represent the Company, if the Company so chooses. In such case, the Company will continue to provide separate legal counsel to the employee.

17. NO-STRIKE/NO LOCKOUT CLAUSE

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

18. REMOTE WORK

- a. Employees may request to work in the United States (subject to paragraph b below) on a remote basis, on a full or partial schedule. Management will evaluate all such requests in good faith and make decisions based on editorial or other business needs under the circumstances. Such requests shall not be unreasonably denied, remote work arrangements may be revised and modified based on changed circumstances, and employees on remote work arrangements may be required to attend in person meetings as circumstances require, with reasonable advance notice.
- b. The Company shall make available to bargaining unit employees a list of locations in the United States where employees are authorized to work. The Company will consider in good faith requests to work in additional locations. Such requests shall not be unreasonably denied.
- c. The Company shall meet with the Union to discuss policies regarding a return to the office, including in person work schedules, work space, health and safety practices, and other emerging issues.

19. CONTRACTORS, FELLOWS, AND INTERNS

- a. No contractor, fellow, or intern shall perform bargaining unit work on a full-time basis for more than a twelve (12) month-period. If, at the end of a 12 month period, the Company decides to retain the contractor, fellow or intern, the individual shall be offered the option to convert to staff at full time status.
- b. Contractors shall only perform bargaining unit work that is project based, time bound, or that provides coverage for a bargaining unit employee on leave.
- c. Time worked for the Company by contractors, fellows, and interns shall be added to seniority when hired for a bargaining unit position, including but not limited to time toward meeting the probationary period, except that any new employee shall have a probationary period after moving into the bargaining unit of two (2) months regardless of the length of time previously worked for the Company in any other capacity.
- d. The Employer shall, by way of a quarterly report, notify the Guild when the Employer has engaged a full-time contractor, fellow, or intern to perform bargaining unit work, providing start date, assigned team, assigned project/coverage, and estimated end date.

20. HEALTH AND SAFETY / HARASSMENT / WORKPLACE CULTURE

- a. The Company shall provide its employees with a healthy and safe work environment.
- b. The Company shall continue to comply with OSHA and other required obligations for reporting and investigating injuries, illness, or other accidents in

the scope of employment.

- c. Should an employee believe they are being placed in an unsafe, unhealthy work environment that does not meet Company expectations or policy, the employee should immediately escalate their concerns to their supervisor or any other channels provided to employees to report such concerns. All such concerns raised with the Company will be responded to in a timely manner. An employee may remove themselves from an unsafe situation or environment following contact with their supervisor unless contacting their supervisor is impracticable given the circumstances. An employee must still contact their supervisor as soon as possible after removing themselves from the situation. Employees shall not be disciplined for deciding to remove themselves, based on their good faith professional judgement, from an unsafe situation or environment.
- d. The Company shall make trainings and protocols for high risk field work available to all employees who work in the field.
- e. Harassment
 - 1. The Company shall continue to enforce its harassment policy and ensure that the policy is available to all employees. The Labor Management Committee and Diversity Committee may discuss the harassment policy and implementation to provide input on possible updates and revisions.
 - 2. Bargaining unit members making complaints may bring a Union representative with them to meetings regarding harassment investigations. 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.
 - 3. Should a bargaining-unit employee initiate a claim of harassment, the Company will investigate the claim and provide the employee with a written response regarding the outcome within 30 days of the close of the investigation. The time deadline for filing a grievance alleging a violation of the anti-harassment policy in Article 15-Grievance and Arbitration shall be one year from the date of the incident.
 - 4. The Company shall, to the extent possible and consistent with the Company's legal obligations, maintain confidentiality of investigations.
 - 5. 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.

6. The Company shall not request an employee to sign any non-disclosure agreement (NDA) or other similar agreement regarding harassment complaints.
7. The Company shall meet with the Union annually to review, discuss, and address pay equity in the Unit.

f. Online Harassment

1. Within sixty (60) days of ratification, the Company and Union shall meet to discuss policies on third-party online harassment (e.g., website comment anti-harassment standards, reporting procedures for employees experiencing harassment).
2. The Company shall inform all bargaining-unit employees of the Company's available resources and assistance if they experience online harassment. The Company shall make managers and supervisors aware of the Company's policies and available resources regarding online harassment. If an employee is the specific target of work-related online harassment, the Company will discuss and work together with the employee to provide an appropriate, timely response and resources, including, but not limited to, appropriate security services, to assist said employee in protecting them from online harassment or issuing a statement from the Company on the employee's behalf.
3. The Company will make training on online security and anti-harassment measures available to bargaining-unit employees.
4. An employee assistance program (EAP) or peer-to-peer counseling will be made available to bargaining-unit employees who have experienced online harassment and/or are required to monitor and respond to abusive posts.
5. The Company shall continue to provide and pay for DeleteMe or similar services to employees and their immediate family and household.

21. SEPARABILITY, SAVINGS, AND SUCCESSORSHIP

- a. 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.
- b. 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.
- c. 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, no less than ninety (90) days, in writing and, to the extent permitted by law, the Attorney General's office and any other applicable regulatory entity, as a condition to any such sale, assignment, transfer or change the Company further agrees that 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.

22. CAREER DEVELOPMENT

- a. Employees shall be afforded the opportunity to apply for all jobs posted on the Company career site.
- b. Bargaining-unit employees shall be afforded a reasonable opportunity to meet with their supervisor upon the employee's request to discuss the employee's career opportunities.
- c. Each employee shall meet with their supervisor at least once per year, or upon the request of the employee, for the purposes of receiving a review of their performance. Reviews may include discussions on any available opportunities for advancement or possibilities to create such opportunities.
- d. A record of the review shall be provided to the employee within fourteen (14) days after it is finalized, but no more than thirty (30) days after the review meeting date. At least once per year, there shall be a compensation assessment with a manager/ supervisor with authority to recommend a raise, promotion, or bonus. If a request for a raise or promotion is made and not accepted, it shall be addressed in writing, as part of either a formal evaluation or otherwise. In addition, during at least one review per year, there shall be a discussion of

anticipated performance goals and expectations for the following year.

- e. Requests for promotion or a raise shall not be used by the Company to discipline or retaliate against any employee.
- f. If an existing employee applies for a posted position, they may request feedback on their application from their supervisor or a designated Company representative. Such feedback shall be provided within fourteen (14) days.
- g. The Company shall continue providing professional development opportunities focused on opportunities for promotion, including, but not limited to, mentoring programs, for BIPOC and similarly traditionally underrepresented employees.
- h. Upon the request of an employee, the Company shall inform the employee of any minimum qualifications for any position at the Company to which the employee may aspire (to the extent such qualifications are set forth in writing prior to the request), including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company.
- i. All salary increases not required by this agreement shall be communicated to employees and the Union in writing by Human Resources.
- j. The Company shall maintain written job descriptions for all bargaining-unit positions. When bargaining-unit employees are hired, they shall be provided with a copy of their job description within thirty (30) days. Upon request, employees will be provided the job descriptions of any job within the bargaining unit.
- k. Employees shall be notified of the posting of any vacancy at The Intercept for a regular full-time position on the same day that it is posted publicly. Bargaining unit employees will be afforded the opportunity to apply for all vacancies.

23. NON-DISCRIMINATION

- a. Bargaining unit employees will not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, criminal record (except for crimes that are germane to the safety of employees and/or the performance of employee job duties in accordance with applicable law), low socioeconomic status, DACA status, sexual orientation, religion, gender

identity, gender expression, veteran status, Union activity, housing status, history of drug use, or any other factor protected by applicable law. Rather, the Parties acknowledge that discrimination shall not be tolerated.

- b. 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.
- c. 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.
- d. Disability Accommodation:
 - i. The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities.
 - ii. Employees may request a reasonable accommodation, including appropriate accessibility products and services, by contacting Human Resources. Depending on the circumstances (including medical need and reasonableness of the potential accommodations), such accommodations may include, but not be limited to:
 - Screen readers
 - Closed captioning
 - Live transcription for meetings and streaming events
 - Accessibility settings for apps and software
 - iii. The Company shall continue to maintain a process in which managers and employees engage in an interactive dialogue through Human Resources to identify reasonable accommodations in accordance with applicable law and Company policy.
 - iv. The Company shall respond to ergonomic concerns raised by employees in accordance with company procedures and policy.
 - v. Employees requesting an accommodation or seeking additional information on accommodations may request to have a Union representative (unit union representatives stewards, Union staff) to attend meetings or initiate a request on their behalf.

- vi. 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.
- vii. This provision does not prohibit an employee from pursuing claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, state laws, or any other similar laws, rules, or regulations.
- viii. The Union may file a grievance under the terms of this provision and the Health & Safety/Harassment/Workplace Culture provisions of this collective bargaining agreement, but, the Company shall not be subject to or required to defend against an arbitration and separate legal action relating to the same claim on such matters. Thus, in the event an arbitration is filed, the employee explicitly waives the right to pursue further legal action.

24. **DURATION:** This agreement shall be effective from the date of ratification by the Guild and the Employer's Board of Directors and shall expire on June 30, 2024.

Appendix A

Employee Assignment and Confidentiality Agreement

Appendix B

This Derivative Work Policy outlines compensation to be provided to bargaining unit members credited with a byline published in TI (“Author”). FLMW has exclusive rights to monetize Author’s work product for any and all works. The Policy applies to the publication of books and compilations of written derivative works (“Written Works”) and the creation of other derivative works, including but not limited to film, television programming and other audio/visual works (“Other Works”).

1. Written Works

- a. Created, developed or published by FLMW, with or without a third party publisher, including, but not limited to compilation of articles, creation of books, production of e-books: no compensation.
- b. Created by the Author(s) and self-published or published by a third-party publisher with permission by FLMW, such permission not to be unreasonably withheld:
 - i. Compilations of Articles, initially published in TI: 50 percent of TI’s royalty, including any advance.
 - ii. Books written by Author concerning subjects covered by Author for TI: 100 percent of any revenue received for any book, and subsequent derivatives, based on reporting previously published in TI.

2. Other Works

- a. A one-time bonus of \$4,500, for each Author, once FLMW expends any external expenditure to develop Other Work, such as, for example, engaging a writer.
- b. Author to receive 100 percent of any payment for consulting or life rights.
- c. Author will receive appropriate credit or other appropriate recognition for any Other Work developed by FLMW.

Author will receive appropriate credit or other appropriate recognition for any Other Work developed by FLMW.

Appendix C

Professional Level Definitions

Professional Levels are designated for each title as listed below. Titles have one P level only. The Company shall inform bargaining unit members of their internal titles and communicate any changes in internal titles to the bargaining unit member and the Union.

P1 Entry Level

Works closely with senior staff who provide assignments as well as guidance, supervision, and direction. Collaborates with team members on projects, takes assignments, generates and proposes project ideas.

Current Internal Titles Include: Junior reporter, fact-checker, junior designer, assistant editor.

P2 Intermediate

Requires expanded knowledge and experience. Developing areas of specialty and audience. Cultivates sources, contacts, skills, etc. as appropriate. Works closely with senior staff who provide assignments as well as a moderate level of guidance, supervision, and direction. Collaborates with team members on projects, takes assignments, generates and proposes project ideas. Provides guidance to entry-level employees.

Current Internal Titles Include: Associate reporter, associate editor, associate designer, associate research editor, digital producer, copy editor, audience engagement producer, photo editor, research associate.

P3 Career

Requires in-depth knowledge and experience. Deepens areas of specialty. Broadens audience and impact. Continues to cultivate sources, contacts, skills, etc. Works closely with senior staff but requires minimal day-to-day supervision. Develops leadership skills. Collaborates on projects with other team members, takes assignments, generates and proposes project ideas. Acts as a resource for other team members and colleagues with less experience. May lead projects with limited risks and resource requirements.

Current Internal Titles Include: Reporter, story editor, producer, engineer, research editor, archivist, data journalist, digital security specialist, video producer, senior copy editor, investigative researcher

P4 Specialist

Requires specialized knowledge and skills, deep expertise and creativity, and general knowledge of related areas. Demonstrated ability to reach a wide audience and/or create major journalistic impact. Recognized by industry peers as a leader in the field. Broad network of sources and/or contacts. Works independently and collaborates with team members on projects. Generates and proposes project ideas but also takes assignments when appropriate. Acts as a resource and leader for colleagues and team members. Leads teams and/or projects with moderate to heavy resource requirements, risk, and/or complexity.

Current Internal Titles Include: Senior reporter, senior research editor, senior photo editor, senior designer, senior engineer, senior producer, senior archivist, lead product designer.

Salary Minimums

Survey Career Level	FLMW Base Salary Min. Salary
P4	\$120,000
P3	\$90,000
P2	\$75,000
P1	\$65,000

Appendix D

First Look Media – Discretionary Time Off Policy (DTO)

Our Discretionary Time Off (DTO) policy is intended to support a healthy balance between our work and personal lives. We strive to create a flexible workplace where people can achieve great things while also having ample time for their families, rejuvenation, and exploring outside interests.

The success of our DTO policy requires open communication and alignment with business planning. We trust that our managers can adequately determine work needs and coordinate time off plans with employees. We believe that we have hired the best and brightest at *First Look Media* and are committed to treating our people like responsible professionals.

We seek to create an organization that is policy-progressive and implements programs that are aligned with the reality of how the workplace has been transformed by the digital revolution. We also must increase our agility as a business and reduce administration in order to achieve our goals in a competitive marketplace.

Therefore, the DTO plan does not provide a pre-determined number of paid time off days and provides employees (with their manager's approval) with the freedom to decide when and for how long they will take time off within a certain set of parameters. In addition, we are setting a minimum requirement of ten days that must be taken each year. Here's how it works:

- For planned time off, employees must seek their manager's approval, which shall not be unreasonably withheld and requests should be made in advance on the following timetable:
 - For one or two days, one week in advance;
 - For three to five consecutive days, two weeks in advance;
 - For five to ten consecutive days, four weeks in advance;
 - For any time off that is more than ten consecutive days, three months in advance and have second level of approvals from executive team member;
- In the event of an illness or other unexpected need to be absent, the employee should proceed as follows:
 - Contact their manager of the fact no later than the time they are scheduled to start work that day, unless there is an exigent circumstance, in which case the employee must inform the manager as soon as possible. If an employee fails to return to work following their sick time off without manager approval, employment will be terminated for job abandonment as per the FLM Employee Handbook.
 - Paid time off for your own illness will be paid as follows:

- Unexpected absences of Unexpected absences up to and including five consecutive days shall be on paid time.
- Absences for an illness longer than five consecutive days will require the employee to apply for Short Term Disability, and payment for such absences will be in accordance with the Short Term Disability policy (and Long-Term Disability if applicable). After one year of service, the Company shall supplement Short Term Disability payments to provide full salary while on disability for up to one (1) month. After two years of service, the Company shall supplement Short Term Disability payments to provide full salary while on disability for up to two (2) months. After three years of service, the Company shall supplement Short Term Disability payments to provide full salary while on disability for up to three (3) months.
- Paid time off for the care of others will be paid for up to five (5) total days (inclusive of other sick time taken by the employee) in accordance with the provisions of the New York Paid Sick Leave Law. Any other time off for the care of others will be unpaid and in accordance with our Family and Medical Leave Act policy.

The Company reserves the right to request documentation for all sick time requests.

- Where applicable, all time off for illness will run concurrent with leave under the Family Medical Leave Act.
- Nothing in the policy otherwise modifies our Family Medical Leave Act policies

Eligibility/Limitations:

- Full-time permanent employees are eligible (30+ hours per week)
- We no longer “accrue” paid time off
- There is no payout upon termination of employment and no carry-over of time into the following calendar year
- We believe that rest and recuperation is essential and all employees must take a minimum of 2 weeks off per year. You should discuss and schedule with your manager as outlined in the policy
- Non-exempt employees must continue to track time due to hourly status
- Abuse of the policy by a manager (for not allowing time off) or employees (for taking and not attending to work responsibilities) will be managed through a performance improvement plan

- If an employee believes their manager has unreasonably denied a request for planned time off the employee may seek approval from that manager's supervisor or manager.
- As is the case currently, the manager may decline a request based on business needs, while working with employee to find dates that work for both the business and the employee
- The manager may also request that the employee be available on an as-needed basis while away, particularly if the DTO is longer than five consecutive days

Best Practices:

- Insure that there is a clear understanding of business deliverables and timelines; set and manage clear performance expectations
- Monitor and discuss results on a regular basis
- Plan ahead - discuss scheduling time off as part of business planning at staff meetings on a monthly basis and 1-1 between manager and employee
- Maintain scheduling balance amongst co-workers and teams to insure fair and consistent time off process
- Employees should exercise discretion in choosing days off to achieve appropriate work/life balance consistent with their professional obligations
- Limit requiring an employee to check in while taking time off