The Writers Guild of America, East, Inc., AFL-CIO (hereinafter "WGAE" or "Union") and Vox Media, LLC (hereinafter the "Company") agree as follows:

1. Recognition and Scope

- A. The Company recognizes the Union as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of employees in the job titles set forth on Addendum A and others who perform substantially-similar duties, and who work for The Dodo, including Dodo Well ("bargaining unit employees" or "Employees").
- B. Excluded from the unit are all other employees, managers, interns, outside bloggers or other outside contributors, independent contractors, all employees whose primary duties involve the creation of branded content or native advertising, managerial employees, clerical employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.
- C. If the Company creates a job classification that is not currently covered by the Agreement but is within the bargaining unit, it will notify the Union of the new job classification and, if it is within the bargaining unit, negotiate over the appropriate job tier minimum salary for the new job classification for a period not to exceed 10 business days from the date of notice to the Union.

2. Union Security

- A. Except where prohibited by law, the Company agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement ("Agreement") unless they are a member in good standing of the Union, has made application for membership in the Union or for "agency fee" status within thirty (30) days following the beginning of their employment, or the Effective Date of this Agreement, whichever is later.
- B. Except where prohibited by law, the failure of any bargaining unit employee covered hereunder to be or become a member in good standing of the Guild as required by Section 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 Section 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

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

WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct 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:	

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

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

- B. As part of onboarding, newly hired bargaining unit employees shall be informed in writing of how to access the Collective Bargaining Agreement, and their direct supervisor shall discuss with them the expectations and scope of work of the current job for which they were hired, and, if applicable, their initial minimum production expectations in writing. If an employee moves to another bargaining unit role, the expectations and scope of work for that job will be discussed with the employee.
- C. Subject to business needs, the Company will provide 30 minutes paid time to review the terms of the collective bargaining agreement.
- D. Bargaining unit job postings will include this statement: "This is a position covered under a collective bargaining agreement with the Writers Guild of America, East."
- E. In the event the employment of any bargaining unit employee involuntarily terminates, the Company shall notify the Union of the name of the Employee and the date of termination within one (1) business day.
- F. On a twice per month basis, the Company shall supply the Union with a list containing the following information for each bargaining unit employee, to the extent it exists in the Company's HRIS.
 - (a) name, date of birth;
 - (b) contact info including work email, personal email, cell phone, and home address;
 - (c) hire date;
 - (d) job title;
 - (e) salary, including the breakdown for any commission or bonus arrangements, or other forms of regular compensation;
 - (f) any increases granted by name of the Employee, reason thereof, individual amount, resulting new salary, and effective date;(h) resignations, retirements, deaths;
- G. Upon request, the Company will provide a report including each bargaining unit employee's gender (if self-identified by Employee), race (if self-identified by Employee), salary and job title on an anonymized basis.

4. Non-Discrimination

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

- B. If an alleged violation of this Article is not resolved by the Guild's filing and processing of a grievance under this Article, the bargaining unit employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article XX or in a court of competent jurisdiction, but the bargaining unit employee shall not pursue both. If the Employee(s) select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.
- C. Once arbitration has been initiated under this Agreement, a bargaining unit employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.
- D. Subject to the above, this provision does not waive a bargaining unit employee's right to pursue claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disability Act, the Age Discrimination in Employment Act, or any other similar federal, state, or local laws, rules or regulations prohibiting discrimination or sexual harassment.
- E. The Company shall continue to maintain a process in which the Company and employees engage in an interactive dialogue to identify potential reasonable accommodations in accordance with applicable law and Company policy.
- F. The Company will continue to provide information to bargaining unit employees on how to seek a reasonable accommodation. Employees will also receive this information in writing as part of the onboarding process.
- G. Employees requesting an accommodation or seeking additional information on the accommodation process may request to have a Union-employed representative attend meetings or initiate a request for information on their behalf. Employees also may consult with their Union representative on their accommodation requests, including submission of their specific written accommodation request. Union-employed representatives that attend meetings will do so in a supportive role, and as a non-participatory witness who may, following the meeting, discuss with the Employee their rights and whether Company policy and applicable law is being followed.
- H. The Company will continue its practice of partnering with Employees to address childcare issues as they arise pursuant to its unlimited PTO policy and will not arbitrarily or capriciously reject requests for a modified schedule. Employees shall still be expected to fulfill all aspects of the job as part of such requests. Employees shall not be disciplined by the Company for requesting or receiving a schedule change.

I. 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.

5. Health and Safety / Harassment / Workplace Culture

- A. The Company shall continue to maintain a clean, safe, and healthful workplace environment at all times. If at any time an Employee believes a direction from a supervisor will place them in a physically threatening situation, the Employee may discuss the circumstances with their Department Head, Manager, or People Business Partner, who will work with the Employee either to find a way to mitigate the Employee's concerns or an alternative arrangement that does not pose the same physically threatening situation. Such measures may include, but are not limited to, assigning additional staff, devising alternative reporting strategies, and/or providing additional equipment or protective gear.
- B. The Company shall continue to follow the process outlined in the employee handbook for reporting and addressing injuries, illness, or other accidents that occur in the workplace.
- C. The Company shall provide a professional work environment for all bargaining unit employees in which sexual, racial, gender-based and other types of harassment shall be strictly prohibited. Accordingly, the Company shall continue to enforce all of the terms set forth in the Vox Media Employee Handbook pertaining to such prohibitions (including, but not limited to, "Anti-Harassment," "Anti-Harassment Training," "Investigation Process," and "No Retaliation") (collectively, the "Anti-Harassment Handbook Terms"), and such terms shall be incorporated by reference herein. The Guild shall be notified in advance of any material changes to the Anti-Harassment Handbook Terms during the term of this Agreement. Any changes to the Anti-Harassment Handbook Terms shall be incorporated by reference herein. Additionally, the following terms shall be applicable to all bargaining unit employees:
- D. A bargaining unit employee who commences a claim under the Anti-Harassment Handbook Terms shall have the right to bring a Shop Steward or a Union-employed representative with them to meet with the Company to initiate the claim. Should the Employee bring a Shop Steward to the initial meeting, there shall be no fact finding conducted at that initial meeting beyond the Employee reporting to the Company the details of the claim, unless the Employee chooses to continue the meeting without the presence of the Shop Steward. Subsequently, the Employee shall have the right to be accompanied by a Union-employed representative at any meetings with the Company concerning the claim. The Company may require the Union-employed representative to sign a Non-Disclosure Agreement in that regard. Any Union-employed representative or Shop Steward who accompanies an Employee initiating a claim, or any Union representative who participates subsequent to the initial meeting, may not be in involved in any way in representing an Employee against whom a complaint has been made.
- E. The Company shall provide a written report within thirty (30) calendar days to a bargaining unit employee who initiates a claim covered under the Anti-Harassment Handbook Terms as to the outcome of the investigation. The Company may, in good faith, request additional time, up to an additional sixty (60) calendar days, to provide its written report. Such report shall also include what investigative actions (including any remedial actions taken in

response to the claim) the Company is taking in response to the claim. The Employee shall not publicly share this written report.

- F. The time deadline for filing a grievance alleging a violation of the anti-harassment policy in Article 14 shall not apply; rather, grievances alleging a violation of the anti-harassment policy shall be subject to the legal statute of limitations applicable to such claims. However, such statute of limitation shall be tolled during any period of time when the Company intentionally withholds information relevant to the Employee's determination as to whether to file a grievance.
- G. In the event that the Company determines to issue a public statement concerning a violation of its anti-harassment policy that involves an individual who regularly interacts with bargaining unit employees, it shall first provide reasonable advance notice of such action to the bargaining unit.
- H. The Company shall maintain a No Retaliation policy that prohibits retaliation for bringing harassment claims.
- I. The Company shall not include in any settlement agreement or other written resolution of any claim or allegation of unlawful harassment or discrimination of a federally protected class with a bargaining unit employee, any term or condition that would prevent the disclosure of the underlying facts and circumstances surrounding the claim or allegation by the complainant. The Company may continue to condition any settlement, agreement or other resolution of a claim on conditions that prohibit disclosure of the terms of the settlement, including the financial settlement reached, or other such prohibitions on disclosures such as trade secrets, confidential information, or any other items agreed upon by the parties that do not conflict with the requirements of this provision.

J. Online Harassment

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

- Abusive comments: Demeaning and insulting speech targeted at the content creator or another commenter.
- Threats of violence: death threats, rape threats, threats to maim or disfigure.
- Doxxing: Disclosure of private information or identifying an employee's address or phone number(s) online with the intent to harass and intimidate.
- Hate Speech: Comments that attack a group of people based on their race, ethnicity, national origin, religious affiliation, sexual orientation, sex, gender, gender identity, or disability.
- SWATing: Filing false reports to the police or emergency services.
- Trolling: Hostile, inflammatory, offensive, or off-topic comments in an online community (e.g., in the comments section of a news story or on a social media platform such as Facebook or Twitter).

- Visual-based abuse: Manipulating photographs or videos of the target of the online harassment
- a. The Company shall continue to make Online Harassment Training available to all employees.
- b. The Company will make resources related to online harassment available to bargaining unit employees. The Company shall continue to support employees if they face online harassment and encourages employees to report any harassment (verbal, physical, online, etc.) faced as a result of their work or employment at the Company to their supervisor, People, or security.
- c. Should the Company become aware of an escalation in the harassment, the Company shall discuss with the affected Employee, what additional support may be appropriate or what other actions the Company or Employee might take, in the given circumstances, such as byline removal from the triggering post/publication, physical security services, temporary relocations or cybersecurity protection (e.g., paying to have google results scrambled or removed, etc.).
- d. The Company shall continue its practice of paying for information removal services such as DeleteMe for bargaining unit employees who make such requests based upon a credible belief that such services are necessary due to danger arising from the work they are engaged in for the Company.
- e. If the Company determines that it will not be publishing a project, and the Employee believes communicating that to the contributor will result in harassment, the Employee may request that such communication be undertaken by a manager. Employee requests shall not be unreasonably denied.

6. <u>Diversity, Equity & Inclusion</u>

- A. The parties share a commitment to diversity, inclusion, and equity. In furtherance of this commitment, the parties shall create a Bargaining Unit Diversity Committee. The Bargaining Unit Diversity Committee shall consist of up to five (5) Company representatives and five (5) representatives appointed by the bargaining unit. The Bargaining Unit Diversity Committee shall meet quarterly, or more often as needed if requested by bargaining unit representatives. The Bargaining Unit Diversity Committee shall discuss issues relevant to the promotion of a diverse workforce including, but not limited to, recruitment, retention, advancement, mentorship, the composition of the current bargaining unit, internal promotions, and compensation issues. In addition, the Diversity Committee may discuss diversity, equity and inclusion concerns in editorial content.
- B. The Company shall provide a quarterly report to the Bargaining Unit Diversity Committee with the following information: a list of open bargaining unit positions at Company, and a list of places where the Company's recruiting team has posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups) open bargaining unit positions. The

report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists "NABJ"). The Company shall allocate an annual budget of \$11,000 to the Bargaining Unit Diversity Subcommittee.

- Open Job Positions: When the Company seeks candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, the Company shall set goals aimed at creating diverse candidate pools. The goal across all such vacant bargaining unit positions for which the Company is seeking outside candidates is a candidate pool, at a stage in the application process after the recruiter phone interview stage, that is comprised of, in the aggregate at least 50% of the candidates for roles from groups traditionally underrepresented in journalism (e.g., women, people of color, those identifying as LGBTQ+, people with disabilities, and military veterans). At each meeting with the Bargaining Unit Diversity Committee, the Company shall provide the results for the roles closed in the prior quarter, so that the Committee can assess whether the above-referenced goals are being met. The Committee may also consider the demographic composition of each vertical as part of that discussion. If in a calendar year the Company is unable to meet that aggregate goal of 50%, the Diversity provision of the Agreement shall be reopened for further bargaining over additional steps to meet the percentage goals and increasing the Bargaining Unit Diversity Committee budget. For purposes of calculating the 50% applicants who do not selfreport or prefer not to disclose shall not be included in the numerator or denominator. The Company shall maintain its current practice of encouraging applicants to self-report, in furtherance of the diversity objectives set forth herein.
- D. The Dodo shall maintain a policy to promote the sourcing of freelancing bylines, contributors, for demographic groups that are traditionally underrepresented at the Dodo as determined by the Diversity Committee. Such policy shall be made available to all newly hired bargaining unit employees. Managers shall encourage the fulfillment of the policy. The Diversity Committee may discuss this policy.
- E. The Company shall continue its practice to provide a safe outlet for every employee to communicate their pronouns, not just for queer, gender neutral, gender nonconforming, non-binary, and gender variant people. In accordance with Company policy, the Company shall, upon an employee's request, change all current and go-forward employee records (except for third-party forms which cannot be altered; e.g., EEOC reports, or where legal names are required, e.g. payroll records) so that all such records use the names and/or pronouns with which they identify. The Company shall also update any photographs, including identification badges upon an employee's request, to make such change for reasons relating to gender identity. The Company shall provide the Guild with reasonable advance notice when it changes office facilities where bargaining unit employees are located and shall continue its practice of making commercially reasonable efforts to provide gender-neutral lavatories at all of its office facilities.
- F. In addition to the four quarterly meetings, the Diversity Committee shall meet once per calendar year to discuss the current Company trainings on diversity and inclusion, and offer suggestions on those and potential future trainings. The union representatives on the

Diversity Committee may make recommendations for trainers and the Company will consider such recommendations.

- G. 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. In addition, people managers of bargaining unit employees shall be required to participate in at least one training session per year focused on issues related to diversity in the workplace. The Company shall make good faith efforts to increase representation from groups traditionally underrepresented at The Dodo (e.g., BIPOC, those identifying as LGBTQ+, people with disabilities, and military veterans) in in-unit people manager positions. This provision shall not be subject to the arbitration provisions of this Agreement.
- H. In addition to the \$11,000 budget allocated for the Diversity Committee, the Diversity Committee shall discuss programs aimed at addressing specifically identified problems in retaining employees from underrepresented backgrounds (e.g. BIPOC, those identifying as LGBTQ+, employees with disabilities, military veterans). The Union may provide survey data to the Diversity Committee to substantiate such problems. The DEC may seek additional funding from the Company for such programs for up to \$11,000 per calendar year. The Company shall not unreasonably deny funding for proposals submitted to it by the Diversity Committee.

7. Workplace Transparency

The Company shall maintain its organizational chart, in electronic form, updated promptly to reflect individual changes, in which bargaining-unit employees can view the reporting structure of The Dodo. The organizational chart shall also indicate Vox Media's company executives.

The Company shall notify bargaining unit employees when employees, managers or executives are hired, promoted, or leave The Dodo when it directly impacts their workflow and work obligations.

The Company shall disclose to the Union in a timely manner the existence of new ongoing syndication agreements (other than one-off syndication agreements) and license agreements with publishers to publish their property or properties on the Company's proprietary publishing platform.

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

Upon request, an Employee is entitled to review their personnel file.

8. Probationary Period

All new employees in the bargaining unit shall have a six (6) month probationary period. During this time, the bargaining unit employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement. At three (3) months of employment, the Company will provide an Employee within their probationary period with written notification of any known performance issues that may impact their successful completion of the probationary period. The Company shall notify the Union at least fourteen (14) days in advance of an Employee's termination if a new Employee is not on track to successfully complete the probationary period based on any known performance issues. Nothing in this Section shall limit the Company's right to discipline or discharge an Employee for any reason during their probationary period. If the Company fails to provide the requisite notice to the Employee or Union prior to termination for a termination related to performance issues, the Company will provide the Employee with a minimum of two weeks (2) severance and one (1) month of COBRA upon execution of a standard Company separation agreement and release

9. Productivity Goals

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:

- B. The Company shall adjust each bargaining unit employee's productivity goals on a pro rata basis for approved absences from work (e.g., for sick leave, Company holidays, vacation days, etc.), rounded down to the nearest whole integer in instances where the productivity goal is five or more and rounded up to the nearest whole integer in instances where the productivity goal is four or less. For purposes of clarity, as an example, if a bargaining unit employee has 15 pieces of content due in one calendar month and has been approved to be out of work for half of that calendar month, the Company shall adjust their content goal to seven pieces of content due for that calendar month.
- B. In the event that a third-party platform on which the Company publishes or distributes content makes a change 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 notify the affected bargaining unit employees with as much advance notice as possible. Bargaining unit employees shall be given a reasonable amount of time based on business needs to acclimate to any such changes to productivity goals.
- B. 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 a 60-day acclimation period during which they will have a gradual escalation of productivity goals.
- 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 employee's regularly-scheduled work hours or shifts, including work to meet productivity goals, is subject to the provisions of Section 21.D, Recuperation Time.

10. Remote Work

Bargaining unit employees may continue to request to work remotely. Such approvals shall continue to be granted on a case-by-case basis based upon business need and the same standards for approval followed by the Company at the time of ratification of this Agreement. Current standards include: current business need, ability of the job to be performed remotely, ability to do business in the state where the individual wants to reside, and the successful ability to perform the job remotely. Requests to work remotely shall not be unreasonably denied. Employees shall be given 90 days notice of any change in work location requirements.

11. <u>Hiring, Offer Letters, and Individual Agreements</u>

- A. All job announcements for positions within the bargaining unit will continue to include a statement identifying that the position is within the bargaining unit as well as a statement of the Company's commitment as an Equal Opportunity Employer and inclusive workplace.
- B. The Company, in its sole discretion, may continue to offer potential bargaining-unit employees terms and conditions of employment above those contained in this Agreement.
- C. The following modifications shall be deemed to be made to the individual employment agreements, current or future, of bargaining unit employees:
 - a. All at-will employment provisions shall be deleted in their entirety.
 - b. The Company shall not require bargaining unit employees to sign mandatory arbitration provisions as a condition of employment.
 - c. The Company shall not ask bargaining unit employees to sign post-employment non-competes.

d. 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."

12. Career Development

- A. Bargaining unit employees may apply for all jobs posted on the Company career site.
- B. Bargaining unit employees who apply for other jobs within the Company shall not be retaliated against for so doing.
- C. Employees shall receive a reasonable period of time to adjust, and necessary communication and training, if any, when the Company makes a significant change to their regular, day to day work assignment or department. This provision shall not be subject to the arbitration provisions of this Agreement.
- D. Bargaining unit employees may request to meet with their direct supervisor or an appropriate People representative to discuss the Employee's growth at the Company. Requests shall not be unreasonably denied.
- E. Each bargaining unit employee shall have a Performance Conversation with their supervisor at least twice per year, for the purposes of receiving a review of their performance. Reviews may include a discussion of growth at the Company. Should the Company, in its sole discretion, choose to do a "skip level" review and a bargaining unit employee provides feedback, the Company shall make good faith efforts to ensure the confidentiality of a "skip level" review of an Employee's direct manager. Bargaining unit employee reviews of managers and supervisors will not be mandatory. Employees shall not be retaliated against for such reviews of their managers.
- F. A written record of the Performance Conversation review of the bargaining unit employee shall be accessible to the employee within fourteen (14) days. During at least one review per year, there shall be a discussion of anticipated performance goals and expectations for the following year. If an Employee requests a promotion during their Performance Conversation, the Company will respond to the request no later than two months prior to their next Performance Conversation.
- G. If an existing Employee applies for a posted position, and they are not offered the role they may request feedback on their application from a designated Company representative. Such feedback shall be provided within fifteen (15) business days.
- H. A bargaining unit employee who has been in their Tier 1 or Tier 2 ole for at least one (1) year shall be evaluated for a promotion on the first Performance Conversation of the calendar year following their one (1) year anniversary in the role. Nothing in this Agreement prevents the Company from promoting these Employees sooner.

- I. Upon the request of a bargaining unit employee, the Company shall inform the Employee of any minimum qualifications for a position at The Dodo to which the Employee may aspire, including work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, unless otherwise specified in this agreement.
- J. All salary increases not required by this agreement shall be communicated to bargaining unit employees in writing by the People team.
- K. Upon request, bargaining unit employees will be provided a written job description for their job and the Union will be provided with a written job description of a bargaining unit job upon request if its relevant and necessary to address a specific asserted violation of this Agreement.
- L. The Company will continue to notify existing bargaining unit employees of any vacancy for a permanent full-time bargaining unit position prior to or not later than the date they are posted externally.
- L. When the Company surveys bargaining unit employees about workplace issues, the Company will communicate to bargaining unit who it anticipates will see the results of the survey.

13. Professional Development

The Dodo Grant Program, which provides for quarterly grants for Company employees (including bargaining unit employees) to attend suitable training and educational programs, shall continue during the term of this Agreement. Similar programs may also be offered by the Company from time to time, and may replace the Dodo Grant Program, provided that such similar programs offer substantially similar opportunities for bargaining unit employees. Additionally, 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 all requests under this Section 12 on a case-by-case basis, within its sole discretion, 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 \$7,500 funding in each year of the Agreement to fulfill employee requests for professional development.

14. Grievance and Arbitration

A. 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.

- B. Step 1: The Union shall advise the head of the Company's Human Resources Team, the head of the Company's Legal Team, or other such similar Company representative reasonably appointed by the Company) in writing of a grievance. Grievances shall be filed within forty-five (45) calendar days of the facts giving rise to the grievance, or on the date on which it should reasonably have been known that a dispute existed. The head of the Company's Human Resources Team, the head of the Company's Legal Team, or other such similar Company representative and the relevant manager, if any, shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of filing to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a written decision to the Union.
- C. 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.
- D. Grievances filed by the Company shall follow the same timeline as provided for in Section 14(b) above.
 - E. The arbitrator's opinion and award shall be final and binding upon the parties.
- F. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.
- G. Any time periods in this Section 14 may be waived or held in abeyance only by written agreement between the parties.

15. <u>Discipline and Discharge</u>

- 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. Throughout the period of time identified for improvement, the Employee's supervisor or their designated replacement shall be available to the Employee for check-ins and feedback weekly. The Employee must affirmatively schedule the weekly check-in with their supervisor. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial-based reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial judgment of the Company and must uphold the discharge or other disciplinary action. In the event the

Company intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this Section 15(B) and not under any other provision of this Agreement. If a discharge is so designated, the bargaining unit employee shall be entitled to severance payments in accordance with Section 16(D)

C. The Company will provide the Union and the bargaining unit 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. Bargaining unit employees shall have the opportunity to respond in writing to formal written discipline and have that response placed in their employee file.

16. <u>Severance</u>

- A. Any bargaining unit employee who is laid off ("Laid Off Unit Employee") for economic or other reasons (except for discharges covered under Section 15(A) (Discipline and Discharge) shall, subject to execution of a standard Company separation agreement, receive gross severance per the chart below.
- B. Any bargaining unit employee who is discharged under Section 15(B) Editorial/Creative) of Section 15 (Discipline and Discharge) shall, subject to execution of a standard Company separation agreement, receive gross severance per the chart below.
- C. Laid Off Unit Employee who leaves for other employment outside of Vox Media before the proposed termination date, but after receiving notice of termination, shall nevertheless receive full severance pay.

D. Severance Chart

Full Years of Service	Laid Off (Section 16(A))	Discipline / Discharge (Section 15(B) Editorial Standards)
0-1 years	12 weeks	8 weeks
2	13	9
3	14	10
4	15	11
5	17	13
6	19	15
7	21	17
8	23	19
9	25	21

10	26	71
10+	20	41

- E. If a bargaining unit employee is entitled to equal or greater severance under any other applicable contract or agreement, the Company will not be required to provide any additional severance or COBRA continuation benefits under this Agreement.
- F. If a bargaining unit employee who is laid off returns to The Dodo 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 The Dodo at any time after any period.
- G. For any bargaining unit employee who receives severance pursuant to paragraphs (1) and (2) and was receiving medical, dental and vision benefits through the Company, and enrolls in COBRA, the Company shall pay to the COBRA administrator the full cost of COBRA for the plan the Employee was enrolled in while employed by the Company for the length of the severance period provided the Employee enrolls in COBRA upon execution of a standard Company separation agreement and release.
 - H. Laid Off Unit Employees may link to published Work Product.
- I. 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.

17. Management Rights

A. Management of the Company, the Dodo 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 to require new bargaining unit employees to submit to background checks, as permitted under applicable law.
- C. 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 the Company 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. For purposes of this Section 17(C), a "strategic realignment" shall mean the elimination of a coverage area of a department or project or a significant reduction of Dodo's labor costs. In the case of a strategic realignment, the Company shall provide three (3) weeks' notice of layoff to the Union; additional severance pursuant to Section 16; and discuss the effects of the layoff.
- 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.

18. Intellectual Property and Related Issues

A. The Company shall create a management committee within thirty (30) days of the ratification of this Agreement (the "Dodo Management Committee") to review, and approve or deny requests submitted by individuals in the bargaining unit to (i) self publish or solicit offers to publish with another media company or platform any 8 written work product created while employed with the Company, or (ii) to otherwise engage in outside work activities, including freelancing in the art and video areas, that are reasonably construed to be related to the Company's business; use proprietary Company information, strategies, materials, or practices(together, "Related Outside Work Activities"). The Dodo Management Committee shall consist of representatives from the Dodo management staff, the Company Legal Team, the Company Human Resources Team, and the Company Senior Management Team, as appointed by the Company. The approval of any requests pursuant to this Section 18(a) is in the sole discretion of the Company and shall not be withheld in an arbitrary or capricious manner (which shall be reviewable in accordance with the terms of the grievance and arbitration provisions set out herein). A bargaining unit employee shall direct any requests as described above to her or his Manager, who shall then submit the requests to the Dodo Management Committee. The Dodo Management Committee shall respond to all incoming requests within seven (7) business days of receiving such request. The Dodo Management Committee may delegate authority to approve such requests to the Manager of the bargaining unit employee who made the request.

- B. Work product produced by bargaining unit employees for the Company pursuant to the Company's Protective Covenants 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.
- C. Upon request, bargaining unit employees that separate from employment may obtain access to their finished product/final Work Product as reasonably-requested solely for purposes of obtaining future work or other self-promotion purposes, provided that the bargaining unit employee may only publish or distribute the Work Product on non-monetized personal web sites controlled or maintained by the bargaining unit employee and non-monetized private social media channels, and the bargaining unit employee may not modify or alter the Work Product in any manner. Such Work Product shall be provided by the Company within thirty (30) calendar days of the request to the extent the Company is technologically able to provide the Work Product. The Company may reasonably request, based on business needs, that the bargaining unit employee cease publishing or publicly distributing the Work Product or remove the Work Product from a certain location, and the bargaining unit employee shall comply with such request within three (3) business days of receiving such request and provide written notification to the Company of such compliance.
- Bargaining unit employees may engage in outside work activities that are D. reasonably construed to be wholly unrelated to the Company's business ("Unrelated Outside Work Activities"). Examples of such Unrelated Outside Work Activities would include publishing fiction, humor, poetry, personal essays, or other autobiographical work that does not draw from Work Product that the bargaining unit employee has created for the Company, performing volunteer work for a non-profit organization, or working on political campaigns. Bargaining unit employees shall not be required to obtain Company approval to engage in Unrelated Outside Work Activities. However, it is expressly understood that bargaining unit employees shall act in good faith in assessing whether work is an Unrelated Outside Work Activity, and, to the extent a bargaining unit employee is compensated for such Unrelated Outside Work Activity in the journalism, media, public relations, and entertainment (businessside) fields, it shall give the Company reasonable advance notice before participating in any such activity. In the event that an Unrelated Outside Work Activity is reasonably deemed by the Company to potentially be a Related Outside Work Activity, the Dodo Management Committee will have the sole discretion, pursuant to Section 18(a) above to approve or deny such outside work activity (which shall be reviewable in accordance with the terms of the grievance and arbitration provisions set out herein). In the event that the Dodo Management Committee determines that such outside work activity is a Related Outside Work Activity, the Company may request that the bargaining unit employee cease such Related Outside Work Activity, and the bargaining unit employee must comply with such request.
- E. The Company shall provide production credits to each bargaining unit employee that contributes to producing a television or video program ("Program"), on the original complete version of such Program and on any non-promotional excerpts for which it is practical to do so, including pieces that are aired or streamed on broadcast television, cable, and the internet (including derivative works on third party platforms), unless impracticable to do so based on

legitimate technical or third-party business-relations considerations. The credits shall list each participating bargaining unit employee's name and title used in connection with the production of the Program. If the piece is subsequently reformatted within twelve (12) months and the bulk of the original piece and integrity of the story remain intact, the Company shall continue to provide production credits to each bargaining unit employee (including former bargaining unit employees) on the same terms provided herein. 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. Bargaining unit employees shall have the right to decline production credits in any instance. Such production credits shall not be subsequently altered. Notwithstanding the foregoing, the Company shall not be required to provide such production credits to Dodo Editorial bargaining unit employees on Branded Content (as such term is defined herein).

19. Dodo Content Guidelines

- A. The Company agrees to continue to maintain an editorial style guide to ensure that it reflects the Company's values, and the ever-changing media industry. The Company agrees to inform bargaining unit employees and the Union of any material changes to the editorial style guide.
- B. The Company agrees to continue to maintain a standards and practices document and will distribute it annually and make it available to employees at all times. The Company agrees to inform bargaining unit employees and the Union of any material changes to the Standards and Practices document. Bargaining unit employees can attend any scheduled training on the Standards and Practices document. The Company shall review the Standards and Practices document with a bargaining unit employee upon their request.
- C. Decisions about whether to publish or remove editorial content (e.g. articles; videos; podcasts; social media posts, excluding advertising content; or other non-advertising content) for which the Company controls publishing rights, is created by bargaining unit employees, and is for dissemination on The Dodo, or other distribution channels controlled by Vox Media, subject to the direction of the platform itself, (e.g., The Dodo's operated Facebook, Twitter, TikTok, Snapchat, Instagram, and YouTube accounts) (defined for the purposes of this Article as "Editorial Content"), including modifications of the aforementioned Editorial Content, shall only be made by editorial staff, subject to editorial management, up through the level of the Publisher (subject to the right of the CEO of Vox Media to make such decisions because of legitimate business considerations, and also subject to the review and direction by the legal team for legal, compliance, and use considerations, and the review and input by the product and technology teams for technology-related considerations). Except for legal compliance or use considerations, the CEO or Publisher shall not decline to publish Editorial Content, or shall not remove or modify Editorial Content, due to a request from a third party that is based on said third party's business considerations.
- D. Bargaining unit employees shall not be reassigned to a different beat or assignment based solely on a request from an advertiser, sponsor, outside investor, or entity that is a subject of the Employee's reporting.

- E. All content that fits the FTC definition of "Native Advertising" shall be labeled and identified in compliance with applicable law. This provision shall be subject to the grievance provisions of this Agreement, but not the arbitration provisions of this Agreement. Should the issue not be resolved via the grievance process, further legal remedy may be sought
- F. Unless it is the premise, concept, or conceit of a project, bargaining unit employees shall not be assigned to create content which is demonstrably false at the time it is created, or may be reasonably construed to violate ethical journalistic standards. Dramatizations or recreations of actual events where the essential underlying facts have been changed shall be labeled as such. The Company shall conduct a unit training within 30 days of ratification on the Producer Guidelines and Shot List Standards as revised in June 2022 and included as a non-public Attachment A. All new hires shall receive a training on these procedures as part of their onboarding process. Any changes made to the Producer Guidelines and Shot List Standards shall be discussed with the Content Guidelines Committee.

G. The Dodo Content Guidelines

- Within thirty (30) calendar days of the ratification of this Agreement, the parties shall create a committee (the "Dodo Content Guidelines Committee"), which shall consist of three (3) bargaining unit employees (appointed by the bargaining unit employees) and three Company (3) representatives, one of whom shall be appointed as the Dodo content management representative ("Dodo Content Management Representative"). The purpose of the Committee is to: (1) consider making updates to the existing Dodo Content Guidelines (the "Guidelines"), (2) consider making any subsequent modifications to the Guidelines, (3) consider making any (nonbinding) suggestions to the Dodo Content Management Representative, (4) consider updates to the directory of outside consultants referenced in Section 15(c) herein. The overall purpose of the Guidelines is to provide a working document for Company employees to create content that is consistent with the Company's established commitment to the responsible coverage of animals. The Dodo Content Guidelines Committee shall meet quarterly and convene its first meeting within ninety (90) calendar days of the ratification of this Agreement. The Company may appoint a second Dodo Content Management Representative who shall serve in the same capacity as the Dodo Content Management Representative described herein in the event the Dodo Content Management Representative is unavailable relay unprompted information from contributors on their experience and discuss potential improvements to their experience.
- b. In the event that a bargaining unit employee has a concern that the published Company content, including the alteration of previously created content, conflicts with the Guidelines, that bargaining unit employee may submit a request to their direct supervisor and the Dodo Content Management Representative to address their concerns (which may include a request to alter such content) regarding such content. The Dodo Content Management Representative shall then respond within two (2) business days with an indication of what action they plan to take with respect to the content, if any. All such requests and responses thereto shall be forwarded to members of the Dodo Content Guidelines Committee.

- c. The Company shall ensure that all bargaining unit employees are familiar with and trained on the Dodo Content Guidelines and its application, including the identity of the Dodo Content Management Representative referenced herein. The Company shall make a directory of outside consultants available to bargaining unit employees who create content ("Content Creators") to facilitate content creation (e.g., through the posting of the "Sources/Beats" spreadsheet or a similar such document). Such outside consultants, however, shall not have authority to dictate content. Before contacting such outside consultants, Content Creators shall make good faith efforts to address their questions internally with the Dodo Content Management Representative. The Company shall make best efforts to keep Content Creators apprised of its on-going relationships with such outside consultants, and Content Creators should be respectful of such relationships and the frequency with which the Company is contacting such consultants (based on information reasonably known to the bargaining unit employee).
- d. All branded content shall be labeled and identified in accordance with the Company's policies to ensure transparency to staff and audiences. Bargaining unit employees shall be notified with reasonable advance notice if they are requested to work on branded content, if their work will be utilized in a branded campaign, or if their work will be altered or removed at the request of an advertiser. In the event that bargaining unit employees create branded content, they 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. Bargaining unit employees are encouraged to seek direction from the Company in responding to negative engagement with respect to branded content or native advertising.
- e. Creators of editorial content shall not be required to work on content for which advertisers or sponsors have final approval over the editorial content as published.

20. Compensation

- A. Effective April 1, 2022, each bargaining unit employee shall receive the greater of moving to the Job Tier minimum in Appendix A or increases to their then-current base salary as follows:
 - a. Salary of less than \$82,500, 4% increase
 - b. Salary of greater than \$82,500, 3% increase
- B. Effective April 1, 2023, each bargaining unit employee shall receive the greater of moving to the Job Tier minimum in Appendix A or increases to their then-current salary as follows:
 - a. Salary of less than \$85,000, 3.25% increase
 - b. Salary of greater than \$85,000, 2.75% increase

- C. A bargaining unit employee who is promoted to another bargaining unit job shall receive at least a five percent (5%) increase to base pay or an increase to the job tier minimum in Addendum A for the job they are promoted into, whichever is greater. If an Employee is already paid 50% above the salary minimum for the position into which they're being promoted, this section shall not apply, however nothing prevents the Company from providing a pay increase associated with the promotion to such an Employee.
- D. In the event that any bargaining unit employee believes that they are paid fifteen percent (15%) below the average salary paid 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
- E. Pay Above Minimums. The parties understand that the Company may, in its sole discretion pay new and current bargaining unit employees above the salary minimums and grant economic increases above what is provided in this article. This provision shall not be subject to the grievance and arbitration provisions of this Agreement.
- F. The Company shall not state to candidates for unit positions that the Company is prohibited by the Union or the CBA from paying in excess of the contractual salary minimums.
- G. The Company shall comply with all legal requirements as to overtime compensation.
- 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 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. The 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 an Employee leaves the Company following the eight (8) week period but prior to the end of the assignment, such payment shall be paid out prior to their departure, prorated 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 ten (10) weeks into such an assignment will receive payment for ten (10) weeks).

21. Hours & Recuperation Time

A. 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.

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. Bargaining unit employees shall continue to be eligible for Summer Fridays between Memorial Day and Labor Day on the same basis as non-bargaining unit employees at the Dodo. The policy will strive to grant similar time off to employees within the network. The Company will not discontinue Summer Fridays unless they are also discontinued for non-bargaining unit employees at the Dodo.
- C. Overtime-eligible Employees 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.

D. Recuperation Time

- a. All full-time bargaining unit employees shall be eligible for Recuperation Time in accordance with this Section 21(D).
- b. 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. Recuperation Time shall be scheduled at the time of the Employee's choosing, provided it is commercially reasonable for the Company to schedule it at that time. If it is not commercially reasonable to schedule the Recuperation Time as requested by the Employee, it shall be scheduled as close in proximity to that time as possible. It is understood that the Company will give considerable weight to an Employee's request to utilize Recuperation Time close in proximity to the work performed by the Employee which gave rise to the Recuperation Time. The proposed time off shall not be unreasonably denied. If the Employee and manager cannot agree on the scheduling and/or amount of time off, the Employee may request a meeting (which may be convened by conference call) with representatives from 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.
- c. 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.

- d. Time taken according to this provision shall be designated as Recuperation Time.
- e. An Employee's ability to take Recuperation Time shall be communicated to all managers of bargaining unit employees.
- f. It is understood that the purpose of this Article is to create work/life balance for Employees in the bargaining unit while accommodating the volatility of the workflow in the industry. Receipt of overtime or Recuperation Time are intended to be remedial in nature and are not to be used as devices to regularly deviate from an Employee's regular schedule. If any Employee receives an unusual amount of overtime or Recuperation Time in a given six-month period, the Labor Management Committee will discuss increasing staffing in the affected department.
- E. 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.
- F. 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., in the case of hourly employees, when they clock in). 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 workday, they shall receive an additional \$35 for the invaded hour). For salaried bargaining unit employees, a breach of the rest period shall result in a payment of \$100.

This payment shall be paid only to the individual whose rest period was invaded. Such payments shall only be due where the Employee was directed to breach the rest period by a non-bargaining unit supervisory employee or their designee.

22. Labor Management Committee

The parties shall establish a Labor-Management Committee consisting of up to five (5) bargaining unit representatives and up to five (5) Company representatives, which shall continue to include at least one (1) member of The Dodo Editorial Management. The Committee shall

meet regularly to discuss staffing, workload and other workplace issues as they arise. The Committee shall have no authority to modify the Agreement or to bind either party to any agreement.

23. 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.

24. Reimbursements & Appropriate Work Resources

- A. Bargaining unit employees may request that the Company provide access to industry-related online paywalls and subscriptions that are directly relevant to their job duties. Such requests shall be given due consideration by the Company, and will not be arbitrarily denied. Decisions shall be based in part upon the Company's evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Company as to the need for any associated project. The Company may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.
- B. Employees may continue to request that the Company provide Employees with all supplies and equipment, such as computers or printers, that in the Company's judgment are necessary to complete their required job duties. This provision is not subject to arbitration.
- C. Fully remote workers (meaning those who work full-time from their home and are only in the office on an occasional basis) may submit for reimbursement of expenses related to working from home and eligible for reimbursement under IRS rules, in accordance with the Company's expense reimbursement policy, up to a monthly amount of \$75. The expenses must be submitted in the form of an IRS compliant receipt and submitted no later than ten (10) business days following the end of the month in which the expense occurred. Nothing herein shall restrict Employees from submitting for reimbursement for additional expenses pursuant to the Company's Travel and Expense Policy.
- D. The Company shall continue to provide a \$500 one-time payment for new hires for remote office equipment, on the same terms and conditions as non-unit employees, which may be changed from time to time.

E. Work from Home Reimbursements

- a. Bargaining unit employees shall continue to be eligible for reimbursement for expenses related to working from home pursuant to the Company's Travel and Expense Policy.
- b. During the term of this Agreement, the Company shall continue to provide bargaining unit employees with the Communication Subsidy benefit offered at the time of the ratification of this Agreement.

F. In-Office Reimbursements

- a. A bargaining unit employee who is required to work more than ten (10) hours in a day in the office, may expense the cost of a meal up to \$25 per person, unless the Company provides a meal. The Company may require bargaining unit employees to use a central food ordering service, or to request a receipt for the expense. Managers shall continue to approve expensed meals for remote workers from time to time at the manager's discretion.
- b. An Employee who is required to work at the office or site of production past 9pm may expense the cost of a taxi or other rideshare option.
- G. The Company shall maintain a written cash advance policy, which, other than the timing of the request and the minimum dollar threshold for an advance, may be changed by the Company from time to time. Notwithstanding the foregoing, the parties agree that if the number of cash advance requests exceeds an average of three (3) per week over any rolling three (3) month period, the Company may, at the conclusion of any rolling three (3) month period, reopen this Agreement for the limited purpose of bargaining over the minimum dollar threshold in the cash advance policy. Any disputes arising under that policy shall be subject to the grievance and arbitration provisions of this Agreement.

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

- H. The Company shall make commercially reasonable efforts to provide reimbursement to Employees within two (2) weeks of the final accounting approval of properly submitted expenses.
- I. Employees who travel regularly for work and/or who regularly have high expense costs associated with performing their jobs (e.g., Employees who do video shoots) may request a Company credit card. The Company shall approve or deny the card in accordance with Company standards.

- J. Except where specifically modified by this section, the Company Travel and Expense policy will continue to apply to bargaining unit employees on the same basis as all other employees, which may be changed from time to time.
- K. The Company will continue to provide a translation service for bargaining unit employees to use.

25. 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.

26. 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.

27. 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.

28. 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.

29. Parental and Family Leave

The Company shall provide all full-time bargaining unit employees with paid parental leave pursuant to the Company's paid parental leave policy on the same terms and conditions it offers to non-bargaining unit employees. Notwithstanding, in no case shall the Company provide less than twenty (20) weeks of paid leave in connection with the birth or adoption of a child (which shall include two (2) weeks of such paid leave available under the 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.

30. 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).

31. Pregnancy Loss Leave

The Company shall continue to provide bargaining unit employees with Pregnancy Loss Leave on the same terms and conditions as it offers non-bargaining unit employees. Such leave shall continue to include four (4) weeks of paid time off (inclusive of the two (2) weeks of leave already available under 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.

32. 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.

33. Sabbatical

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

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

shall be deemed laid-off pursuant to Article 16, and shall be entitled to all rights and benefits of that Article. If an Employee elects not to return to work at the end of the approved Unpaid Leave, or from any extension granted, they will be regarded as having resigned without notice. An Employee on an approved Unpaid Leave who commences employment elsewhere, without prior approval, will also be considered to have voluntarily resigned. Unpaid Leaves may be extended upon mutual agreement by the Employee and the Company.

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

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

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

34. Additional Benefits

A. 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.

35. All Other Benefits

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

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

The Company will continue to offer the same health benefits to spouses and domestic partners regardless of their gender identity, subject to the provisions in Article 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.

36. Legal Defense

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

37. Miscellaneous

During approved work travel, employees shall not be required to share hotel rooms with colleagues.

38. 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.

39. 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.

40. Term of Agreement and Negotiations

- A. This Agreement shall be effective as of April 1, 2022 and shall continue in full force and effect up to and including March 31, 2024 and shall continue from year to year thereafter unless either of the Parties hereto shall give to the other sixty (60) days notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.
- B. In the event of an inadvertent failure by either Party to give the notice set forth in Section 1 of this Article, such Party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

For: The Writers Guild of America, East, Inc.	For: Vox Media, LLC
Name: SGAE Tuto: Fac Die	Name: B12952F793F7441 Title:
Date: 1/3/1/2024	Date: 1/27/2024

APPENDIX A

Tier 1: \$60,000; \$62,000 effective 4/1/23

Social Media Coordinator

Tier 2: \$65,000

Associate Creative Designer/Editor Associate Video Editor/Producer (including Snapchat, etc.) Associate Video Editor (El Dodo) Coordinator – Production and Operations

Tier 3: \$70,000

Social Media Specialist
Copy Editor
Video Editor/Producer (including Originals, Snapchat, etc.)
Staff Writer (including Impact, Explainer, Commerce, etc.)
Motion Graphics Editor
Creative Designer/Editor
Operations Specialist
Productions Specialist

Tier 4: \$76,000

Senior Writer (including Commerce)
Senior Video Editor/Producer (including Snapchat, etc.)
Senior Video Producer (including Originals, etc.)
Editor, New Formats
Senior Creative Designer/Editor
Senior Copy and Standards Editor

Tier 5: \$88,000

Lead Editor Lead Editor/Producer Post Production Manager Production Manager