

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

**1. Recognition and Scope**

The Employer recognizes the Writers Guild of America, East, Inc. (the “Guild” or the “Union”) as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the “Act”) of the regular full-time and regular part-time employees of Vox Media, Inc. (“Vox Media” or the “Company”) primarily engaged in the creation of written and video content primarily for the Vox Media –owned and –operated digital verticals (e.g., Vox.com, TheVerge.com, SBNation.com, Curbed.com, Eater.com and Polygon.com) in the job titles set forth in Appendix A to this Collective Bargaining Agreement (the “Agreement”), excluding all other employees, interns, managers, clerical employees, guards, professional employees and supervisors as defined in the Act.

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

**2. Union Security**

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

B. Except where prohibited by law, the failure of any employee covered hereunder to be or become a member in good standing of the Union by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within thirty (30) days after such notice is received by the Company and the employee.

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

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

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

**3. Dues Checkoff**

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

WRITERS GUILD OF AMERICA

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

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

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

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

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

A. The parties share a commitment to diversity, inclusion, and equity. In furtherance of this commitment, the parties shall create a Bargaining Unit DLG Subcommittee, as a division of the Diversity Leadership Group (“DLG”). The Bargaining Unit DLG Subcommittee shall consist of up to five (5) Company representatives and five (5) representatives appointed by the bargaining unit, who must also serve on the DLG. The Bargaining Unit Subcommittee of the DLG shall meet quarterly, or more often as needed if requested by bargaining unit representatives, and convene its first meeting at the first DLG following ratification of this Agreement. The Bargaining Unit DLG Subcommittee shall discuss issues relevant to the promotion of a diverse workforce including, but not limited to, recruitment, retention, advancement, mentorship, the composition of the current bargaining unit, internal promotions, and compensation issues. In the event that the DLG is dissolved and not replaced by a similar Company wide initiative with a substantially identical objective, the Bargaining Unit

Subcommittee shall continue and all of the terms and conditions of this Article shall remain in full effect.

B. The Company shall provide a quarterly report to the Bargaining Unit DLG Subcommittee with the following information: a list of open bargaining unit positions at the Company, and a list of places where Recruiting has posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups) open bargaining unit positions. The report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists “NABJ”). The Company shall allocate an annual budget of \$50,000 to the Bargaining Unit DLG Subcommittee.

C. 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 for each Pay Level, at least 40% of the candidates for roles at Pay Levels 3 through 6, and 50% for Pay Levels 7 and 8 (inclusive of active and passive candidates) 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 DLG Subcommittee, 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 Pay Level goal of 40% for Pay Levels 3 through 6, and the 50% goal for Pay Levels 7 and 8, 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 DLG Subcommittee budget. For purposes of calculating the 40% or 50%, as the case may be, applicants who do not self-report or prefer not to disclose shall not be included in the numerator or denominator. The Company shall maintain its current practice of encouraging applicants to self-report, in furtherance of the diversity objectives set forth herein.

D. Each vertical shall maintain a policy to promote the sourcing and freelancing bylines for demographic groups that are traditionally underrepresented within the vertical. Such policy shall be circulated on a quarterly basis to all bargaining unit employees. Vertical managers shall encourage the fulfillment of the 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 non-conforming, non-binary, and gender variant people. In accordance with Company policy, the Company shall, upon an employee’s request, change all current and go-forward employee records (except for third-party forms which cannot be altered; e.g., EEOC reports, or where legal names are required, e.g. payroll records) so that all such records use the names and/or pronouns with which they identify. The Company shall also update any photographs, including identification badges upon an employee’s request, to make such change for reasons relating to gender identity. The Company shall provide the Union with reasonable advance notice when it changes office facilities where bargaining unit employees are located and shall continue its practice of making commercially reasonable efforts to provide gender-neutral lavatories at all of

its office facilities.

## **5. Workplace Transparency**

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

B. Bargaining unit employees shall continue to have quarterly evaluation meetings with their direct manager, following which the employee shall have access to a written assessment of their performance. It is the expectation that one of the four quarterly meetings in each calendar year shall be attended by a non-bargaining unit managerial representative, unless the bargaining unit employee declines having the representative present. Should a non-bargaining unit managerial representative not attend one of the four quarterly meetings, the bargaining unit employee should notify either their direct manager or People & Culture, so that an additional meeting that includes a non-bargaining unit managerial representative can be scheduled. The written assessment shall include performance goals and ongoing expectations. Bargaining unit employees may submit written responses to the written assessment within two (2) weeks of receiving the assessment, which will become part of their employee file. Bargaining unit employees shall have the opportunity to meet with their direct manager within thirty (30) days of submitting written responses to discuss those responses. Additionally, bargaining unit employees may at any time request to speak with their direct managers to discuss promotion and growth, both inside their verticals and at Vox Media generally, compensation and performance. Direct managers shall respond in good faith to such requests.

C. All bargaining unit employees shall be provided with a job description for their role after making such a request.

## **6. Professional Development**

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

## **7. Editorial Standards**

A. Decisions about whether to publish or remove editorial content (e.g. articles; videos; podcasts; social media posts, excluding advertising content; or other non-advertising content) for which the Company controls publishing rights, is created by bargaining unit employees, and is for dissemination on Vox Media-owned and -operated digital verticals, or other distribution channels controlled by Vox Media, subject to the direction of the platform itself, (e.g., Vox Media's operated Facebook, Twitter and YouTube accounts)(defined for the purposes of this Article as "Editorial Content"), including modifications of the aforementioned

Editorial Content, shall only be made by editorial staff, subject to editorial management, up through the level of the Publisher (subject to the right of the CEO of Vox Media to make such decisions because of legitimate business considerations, and also subject to the review and direction by the legal team for legal, compliance, and use considerations, and the review and input by the product and technology teams for technology-related considerations). Except for legal compliance or use considerations, the CEO or Publisher shall not decline to publish Editorial Content, or shall not remove or modify Editorial Content, due to a request from a third party that is based on said third party's business considerations.

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

C. 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.

D. Creators of "Editorial Content", as that term is defined in paragraph (A) herein, shall not be required to work on content for which advertisers or sponsors have approval over content in the published work.

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

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

G. 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% of the value of the Company), and other new investors in the Company who are otherwise publicly disclosed on the Vox Media webpage.

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

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

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

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

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

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

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

D. If a bargaining unit employee wishes to perform freelance work for a third party, on a one-off or ongoing basis, or obtain employment outside of their employment with Vox Media, the following procedure shall be followed:

i. The employee shall notify the Managing Editor of their vertical (or other person designated by the Company), or, if they are not employed directly on a vertical, the head of their business unit (or other person designated by the Company) (hereinafter referred to as the "Approving Manager") of their desire to engage in freelance work for a

third party or the outside employment opportunity (“Outside Work”).

ii. The Approving Manager, in consultation with People & Culture and Legal, shall make a determination as to whether to approve the proposed Outside Work. The Company will make its determinations as to whether to approve Outside Work in a non-discriminatory way and may deny such a request based upon reasonable business concerns and demands.

iii. The Approving Manager shall communicate the Company’s decision in writing to the employee, and any reasonable parameters around an approval to perform Outside Work, within five (5) business days from the request to perform Outside Work. If the employee informs the Approving Manager that use of the content is contingent upon a quick approval, the Company shall, unless impracticable (e.g., unavailability of Company personnel with authority to approve the request), provide a response within two (2) business days, which may include notification of the need for up to an additional three (3) business days to make the determination.

iv. If a part-time bargaining unit employee requests approval to perform Outside Work from the Approving Manager, the Company shall take into account the part-time nature of their employment in determining whether to approve such request, and shall provide that decision in writing to the employee, and any reasonable parameters around an approval to perform Outside Work, within three (3) business days of the request to engage in Outside Work. If the employee informs the Approving Manager that the use of content is contingent upon a quick approval, the Company shall, unless impracticable (e.g., unavailability of Company personnel with authority to approve the request), provide a response within one (1) business day, which may include notification of the need for up to two (2) additional business days to make the determination. Further, if the Outside Work is both not competitive with the employee’s vertical and does not create a conflict of interest, it shall be approved. If the Outside Work is competitive with the employee’s vertical, does not create a conflict of interest, and concerns a subject area that the employee has not regularly covered for the Company, then approval shall not be unreasonably withheld.

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

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

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

i. If the book is not related to subject matters covered by the Company, or a book-length work of fiction or poetry, it shall be approved.

ii. If the book is related to subject matters covered by the Company, but unrelated to a) subject matters covered by the vertical(s) on which the employee has been employed, or b) subject matters for which the Company has taken affirmative steps to cover, by the vertical(s) on which the employee has been employed, it shall be approved, unless it is competitive with a comparably sized project that the Company is undertaking.

iii. If the book is related to a) subject matters covered by the vertical(s) on which the employee has been employed, or b) subject matters for which the Company has taken affirmative steps to cover by the vertical(s) on which the employee has been employed, the approval process in Section D.ii of this Article 9 shall be followed.

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

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

vi. For all approvals in this Section E, the Company shall have ten (10) business days to make its determination.

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

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

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



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

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

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

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

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

H. While the determination as to whether the parameters referenced in D.iii, D.iv and F.ii are reasonable, or whether the approval of part-time Outside Work in D.iv and notes in E.v has been unreasonably withheld, may be challenged via the grievance and arbitration provisions in Article 28 of the CBA, the parameters provided by the Company in D.iii, D.iv and F.ii, or the decision by the Company in D.iv and E.v, shall be upheld unless the Union can demonstrate that there is no rational basis for such parameters or decision.

I. Unless otherwise specifically provided herein, all of the terms in this Article 9 shall be subject to the grievance and arbitration provisions in Article 28 of the CBA.

J. Credits

i. Annexed hereto as Appendix B are the written policies that the Parties have agreed to for each Company digital vertical and for teams that are outside of a digital vertical to which bargaining unit employees belong, setting forth how the vertical,

or where there is no vertical associated with the particular content, the team, assigns credits to bargaining unit employees on editorial content (e.g., articles, video, audio, and non-advertising social media posts), created by bargaining unit employees, and for dissemination solely on either Vox Media-owned and -operated digital verticals, or other distribution channels controlled by Vox Media (e.g., Vox Media's operated Facebook, Twitter, and YouTube accounts), subject to, in the case of other distribution channels controlled by Vox Media, the parameters or limitations of the platform itself. Bargaining unit employees may request a copy of the applicable written policy. Any proposed changes to the terms of a vertical's or team's written policy shall be subject to prior notice to the Union of the proposed changes, and, if requested by the Union, bargaining by the Parties. Bargaining unit employees shall have the right to decline onscreen or audio credits or written bylines in any instance (this shall include the right to decline credits on social media and any future platforms). Such decision to decline onscreen or audio credits must be communicated prior to the content being finalized. Should a bargaining unit employee believe they have not been assigned a credit in violation of the applicable policy, they shall have the right to request an appropriate credit from the verticals' Managing Editor or other Company designee. Any unresolved dispute as to such crediting shall be subject to the CBA's grievance and arbitration provisions, however, the arbitrator shall have no authority to order the Company to revise an onscreen or audio credit, nor shall the arbitrator have the authority to order monetary damages, except in the case of a willful violation of the governing policy. However, the arbitrator shall have authority to, where the Company has control over the surrounding copy, direct the Company to add surrounding copy adjacent to onscreen or audio pieces to ensure that the affected employees receive public credit for their work.

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

## **10. No-Discrimination**

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

If an alleged violation of this Article is not resolved by the Union'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 28 or in a court of competent jurisdiction, but the bargaining unit employee shall not pursue both. If the

employee(s) select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

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

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

## **11. Anti-Harassment**

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

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

B. The Company shall provide a written report within thirty (30) calendar days to a bargaining unit employee who initiates a claim covered under the Anti-Harassment Handbook Terms as to the outcome of the investigation. The Company may, in good faith, request additional time, up to an additional sixty (60) calendar days, to provide its written report. Such report shall also include what investigative actions (including any remedial actions taken in

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

C. The time deadline for filing a grievance alleging a violation of the anti-harassment policy in Article 28 shall not apply; rather, grievances alleging a violation of the anti-harassment policy shall be subject to the legal statute of limitations applicable to such claims. However, such statute of limitation shall be tolled during any period of time when the Company intentionally withholds information relevant to the employee's determination as to whether to file a grievance.

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

## **12. Individual Employment Agreements**

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

A. All existing At-Will employment provisions shall be deemed modified by Article 15 of this Collective Bargaining Agreement. All future provisions shall comply with Article 15 of this Collective Bargaining Agreement.

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

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

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

## **13. Management Rights**

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

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business,

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

#### **14. Temporary Employees**

Temporary employees are employees hired by the Company to work for a defined term. Temporary employees hired into bargaining unit positions covered by this Agreement shall be included in the bargaining unit, with the exception of interns. The maximum term of a temporary employment contract for a bargaining unit employee shall be twelve (12) months and two (2) weeks. All of the terms of the Agreement shall apply to Temporary employees, except as set forth below in this Article 14, or as otherwise set forth in this Agreement. Temporary employees shall have sixty (60) days to conform with the obligations under the Agreement's Union Security provisions. Temporary employees who are employed for the entirety of their defined term shall not be eligible for severance under Article 20. Further, temporary employees shall not be subject to the provisions regarding performance reviews in Article 5 (Workplace Transparency). Temporary employees who are terminated before the entirety of their defined term shall receive Severance Pay in accordance with Article 20 (Severance Pay). It is also expressly agreed that the cessation of employment of a Temporary employee at the conclusion of their defined term of employment does not violate, in any way, the provisions of Article 15 (Discipline and Discharge).

#### **15. Discipline and Discharge**

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

B. The Company shall have the right to discipline, demote, suspend, or discharge a bargaining unit employee for just cause (subject to sections (A), (C) and (D) of this Article 15), which shall include but is specifically not limited to:

- i. Misconduct;
- ii. Poor work performance that is not subject to section (D) below;
- iii. Insubordination; and/or

- iv. Failure to comply with Company policies or procedures.

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

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

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

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

D. The Company shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Company's sole judgment the bargaining unit employee's work product does not meet the Company's subjective standards for editorial or creative content, editorial or creative quality, editorial or creative judgment, or professional journalistic ethics, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. Alternatively, the employee can choose to take four (4) weeks' pay in lieu of this opportunity to improve. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial or creative reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial or creative judgment of the Company and must uphold the discharge or other disciplinary action. In the event the Company intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this section (D) and not under any other provision of this Agreement. If a discharge is so designated, the bargaining unit employee shall be entitled to severance pay in accordance with the terms of Article 20.

E. Subject to the provisions of this Article 15, nothing herein shall limit the right of the Company to terminate an employee for non-discriminatory reasons due to any decisions reserved to management by Article 13 of this Agreement (Management Rights), including a reduction in force, layoff, position elimination (including through a change in editorial direction), which shall be subject to the severance pay requirements in accordance with the terms of Article

20 (Severance Pay).

## **16. Appropriate Work Resources**

A. Bargaining unit employees may request that the Company provide access to industry-related online paywalls and subscriptions that are directly relevant to their job duties. Such requests shall be given due consideration by the Company, and will not be arbitrarily denied. Decisions shall be based in part upon the Company's evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Company as to the need for any associated project. The Company may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

B. Minimum monthly dining budgets at Eater:

i.	Full-time city editors:	\$300
ii.	Full-time city writers:	\$200
iii.	Part-time lead city editors:	\$200
iv.	Part-time associate city editors:	\$75
v.	Full-time dot com writers and editors:	\$175

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

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

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.

## **17. Derivative Works Revenue Sharing**

A. Where the Company sells the rights to a third-party entity for that third-party entity to develop or produce new content (e.g., films, TV, digital video programs, books/e-books, video games) based upon a specific piece of editorial content (whether in written, visual, audio, or other form) previously published and owned by the Company that was substantially created by a bargaining unit employee, then the bargaining unit employee(s) who significantly contributed to the creation of that content shall share in a revenue sharing pool of 4% of the purchase price up to a total pool of \$75,000. If the bargaining unit employee who principally created the published content is not employed by the Company at the time of the sale, then the revenue sharing pool shall be reduced by 50%. Bargaining unit employee(s) must be currently employed by the Company at the time of the sale to participate in the revenue sharing pool. The Company

shall inform the Union of which employees it believes are eligible to share in the pool, but if the Union disagrees with the Company's determination, it may make its own determination and inform the Company as to which bargaining unit employees should share in the pool. This provision shall not apply in any instance where Vox Media serves as a physical producer of the new content.

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

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

D. For any one published work that requires payment as per the above provisions, the Company shall only be obligated to make payment under Section A, or Section B, but not both.

E. For the purpose of clarity, nothing in this Article shall require payment for the republication, redistribution, or other reuse of work on any other website, application, publication, platform (including social media platforms), etc., even if such work is reformatted or edited for such purpose.

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



## **18. Recuperation Time**

Full-time bargaining unit employees shall be entitled to take Recuperation Time (which shall not be construed to create any additional statutory or accrued benefits to bargaining unit employees) when they work unusually long hours (including for required business travel), must work on six (6) or more consecutive days in a row, must work on a Company holiday or other such non-work day, or are required to travel for work on a regular day off (hereinafter known as “Recuperation Time”). The employee and the manager shall agree upon the appropriate amount of Recuperation Time taken in recognition of the work or travel described in the preceding sentence. When an employee wants to take Recuperation Time, they shall inform their manager in writing, including the proposed time off. The manager shall inform the employee in writing as to whether the proposed time off can be accommodated, or whether alternative time off must be agreed upon between the employee and the manager. The proposed time off shall not be unreasonably denied. If the employee and manager cannot agree on the scheduling and/or amount of time off, the employee may request a meeting (which may be convened by conference call) with representatives from People & Culture and the Union to discuss the issue. Such a meeting shall not be in substitute of the Agreement’s grievance and arbitration provisions if there is an unresolved dispute.

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

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

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

## **19. Compensation**

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

Minimum Wage Scales (See Appendix A)

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

i. Retroactive to July 1, 2018, 3.5% of the employee’s current salary, except that for those bargaining unit employees who were hired between July 3, 2018 and the ratification date of this Agreement, and employees who received an increase in their salary in excess of \$10,001 between July 1, 2018 and ratification of this Agreement, shall not receive or be eligible for this retroactive increase. Further, employees who received a salary increase of up to \$10,001 between July 1, 2018 and ratification, shall instead

receive an increase of 2.5% of the employee's current salary.

ii. Effective as of July 1, 2019, bargaining unit employees shall receive the greater of moving to the minimum wage scale for their job title or increases to their then current salary as follows:

Salary of < \$94,999	3.5% increase
Salary of > \$94,999	3.0% increase

iii. Effective as of July 1, 2020, bargaining unit employees shall receive the greater of moving to the minimum wage scale for their job title or increases to their then current salary as follows:

Salary of < \$94,999	3.25% increase
Salary of > \$94,999	2.75% increase

iv. Effective as of July 1, 2021, bargaining unit employees shall receive the greater of moving to the minimum wage scale for their job title or increases to their then current salary as follows:

Salary of < \$98,100	3.25% increase
Salary of > \$98,100	2.75% increase

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

## **20. Severance**

A. Any bargaining unit employee who is laid off ("Laid Off Unit Employee") for economic or other reasons (except for discharges covered under sections (A), (B), (C), and (D) of Article 15 (Discipline and Discharge)) shall, subject to execution of a standard Company separation agreement, receive gross severance equal to eleven (11) weeks' salary, plus, for unit employees with at least three (3) full years of service, an additional one (1) week's salary per full year of service, starting with the third full year of service, and a maximum severance payment of eighteen (18) weeks' severance.

B. Any bargaining unit employee who is discharged under section (D) of Article 15 (Discipline and Discharge) shall, subject to execution of a standard Company separation agreement, receive gross severance equal to seven (7) weeks' salary, plus, for unit employees with at least four (4) full years of service, an additional one (1) week's salary per full year of service, starting with the fourth full year of service, and a maximum severance payment of fourteen (14) weeks' severance.

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

D. Any bargaining unit employee who receives severance pursuant to paragraphs (A) and (B), and who was receiving medical, dental and vision benefits through the Company shall receive, by separate lump sum payment, the monetary equivalent of the Employer's share of the

monthly COBRA premium, plus the full administrative surcharge, for the portion of the severance period for which they are no longer receiving Company benefits. While terminated bargaining unit employees are responsible for paying the full monthly COBRA amount to the carrier, the lump sum COBRA payment shall be adjusted for taxes so that the terminated employee's monthly out of pocket financial share of health insurance premium is the same as their out of pocket financial share of premiums during employment.

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

F. For a period of six (6) months from the date of a bargaining unit employee's lay off, the Laid Off Unit Employee shall have the right of first refusal in the event that their position, or a substantively identical position, is established by the same vertical or department within which the Laid Off Unit Employee previously worked. A Laid Off Unit Employee shall have five (5) business days from the date of written offer from the Company, to accept such reestablished position.

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

## **21. PTO Policy**

The Company shall maintain its existing Unlimited Paid Personal Time Off Policy (the "PTO" Policy) for all full-time bargaining unit employees. Employees are encouraged to take time off pursuant to the Unlimited PTO policy. No employee shall be disciplined or retaliated against for appropriately taking time off pursuant to the Unlimited PTO policy. 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 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, religious observations and other personal needs.

Each payroll period, part-time bargaining unit employees shall be paid, in addition to their regular wages, 5% of their gross wages in lieu of paid time off. 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.

**22. 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 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.

**23. 401(k)**

The Company shall continue to offer bargaining unit employees the same 401(k) benefits as it offers 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.

**24. Holidays**

During the term of this Agreement, the Company shall continue to provide full-time bargaining unit employees with at least ten (10) Company designated holidays.

**25. 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 sixteen (16) weeks of paid leave in connection with the birth or adoption of a child (which shall include two (2) weeks of such paid leave available under the PTO policy). This paid leave shall be gender neutral. This paid leave shall be concurrent with any local, state or federal laws providing for paid or unpaid leave. There shall be no waiting period for paid parental leave.

Bargaining unit employees shall be eligible for paid leave of up to four (4) weeks (which shall include the two (2) weeks of such paid leave already available under the PTO policy), per calendar year to care for a seriously ill immediate family member.

**26. Bereavement**

Bargaining unit employees (including part-timers) shall receive at least ten (10) days paid time off in the event of a death in the immediate family (including spouses, domestic partners,

parents, siblings, children, and grandparents), with additional paid time off available under the terms of the PTO policy, on the same basis as non-bargaining unit employees, which shall not be unreasonably withheld.

**27. 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

**28. Grievance and Arbitration**

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

B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than forty-five (45) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company and the Union shall meet within ten (10) days of receipt of the written grievance.

C. If the grievance is not resolved, the grieving party may, within forty-five (45) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within sixty (60) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator. The Company and the Union shall attempt to agree upon a mutually satisfactory impartial arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within five (5) business days after written request to arbitrate, the grieving party may submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision, or to disregard any filing deadline referenced in this Article.

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

E. The time periods in this Article 28 may be waived or held in abeyance only by written agreement between the parties. Arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party's sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law.

**29. No Strike/No Lockout**

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

**30. Term of Agreement**

This Agreement shall be effective from June 13, 2019 through June 12, 2022.

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

For: Vox Media, Inc.

Name: *Nowell Fox*

Name: *Lauren S. Fisher*

Title: *Executive Director*

Title: Chief Legal Officer

Date: *8/5/19*

Date: Aug 1, 2019

## APPENDIX A

TITLE	LEVEL	
ASSISTANT TEAM SITE PRODUCER	3a	\$53,000 Overtime Eligible
ASSOCIATE CITY EDITOR	3a	
COPY EDITOR	3a	
JR WRITER	3a	
PHOTO COORDINATOR	3a	
REVIEWS COORDINATOR	3b	\$56,000
SOCIAL MEDIA MANAGER	3b	
ASSOCIATE AUDIO PRODUCER	4	\$58,000
ASSOCIATE EDITOR	4	
ASSOCIATE SHOOTER/VIDEO EDITOR	4	
ASSOCIATE VIDEO PRODUCER	4	
CITY EDITOR I	4	
ILLUSTRATOR/ GRAPHIC DESIGNER I	4	
PHOTO EDITOR	4	
TEAM SITE PRODUCER	4	
WRITER I	4	
ANIMATOR/MOTION GRAPHICS ARTIST	5	\$62,000
ASSOCIATE VIDEO STORY EDITOR	5	
AUDIO ENGINEER	5	
AUDIO PRODUCER	5	
DEPUTY CITY EDITOR	5	
EDITOR	5	
ILLUSTRATOR/ GRAPHIC DESIGNER II	5	
PHOTOGRAPHER	5	
SHOOTER/VIDEO EDITOR	5	
SR COPY EDITOR	5	
SR SOCIAL MEDIA MANAGER	5	
STAGE OPERATIONS MANAGER	5	
TECHNICAL DIRECTOR	5	
VIDEO DIRECTOR	5	
VIDEO PRODUCTION COORDINATOR	5	
WRITER II	5	
CITY EDITOR II	6	\$68,000
EDITORIAL MANAGER	6	
SR AUDIO ENGINEER	6	
SR PHOTOGRAPHER	6	
SR SHOOTER/VIDEO EDITOR	6	
STUDIO PRODUCTION MANAGER	6	
VIDEO PRODUCER	6	
VIDEO PRODUCTION MANAGER	6	
WRITER III	6	
DEPUTY SECTION EDITOR	7	\$79,000
ENGAGEMENT MANAGER	7	
SR ANIMATOR/MOTION GRAPHICS ARTIST	7	

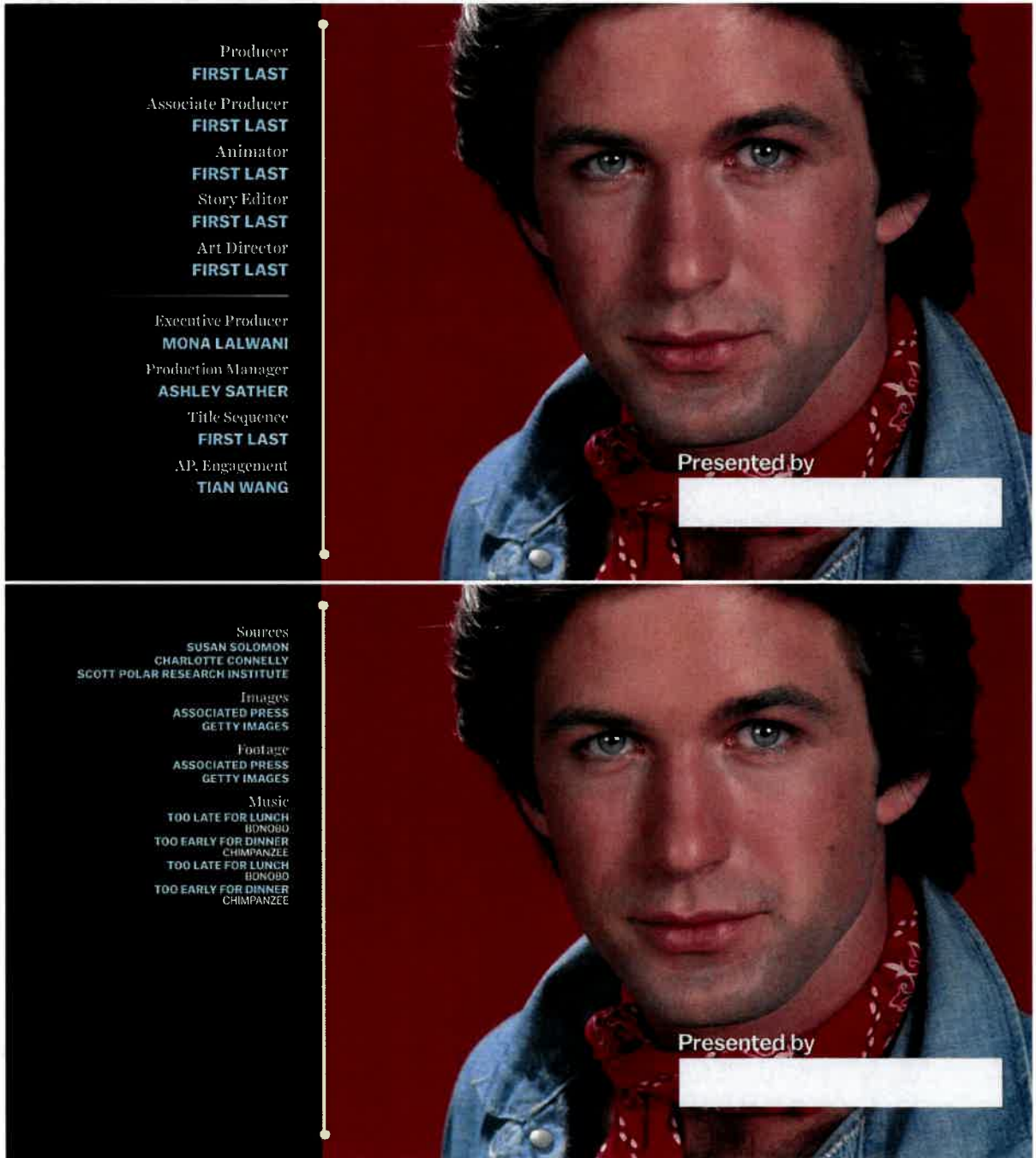
SR AUDIO PRODUCER	7	
SR EDITOR	7	
SR EDITORIAL MANAGER	7	
SR ILLUSTRATOR/ GRAPHIC DESIGNER	7	
SR PHOTO EDITOR	7	
SR VIDEO DIRECTOR	7	
SR VIDEO PRODUCER	7	
SR WRITER	7	
ART DIRECTOR	8	\$90,000
CORRESPONDENT	8	
DESIGN DIRECTOR	8	
EDITORIAL ENGINEER	8	
LEAD VIDEO DIRECTOR	8	
LEAD VIDEO PRODUCER	8	
SECTION EDITOR	8	
VIDEO STORY EDITOR	8	



Appendix B

# Vox

- **Video:** Vox video currently uses a credit template that credits everyone who works directly on that specific video. Example below:



- **Text:** Vox gives original art/photography/illustrations/etc credit at the byline level on major features. Additional credits for people who contributed to the piece, which may include the editor, will appear in the footer on major features. They do not credit copy editors. Most standard features or articles have only byline credits for the author(s) and image credits for photography or illustration. Example below:



- **Audio:** Host-read credits for producer and engineer at the end of episodes. For daily podcast, Today Explained, host read credits are read on Fridays.

## Eater

- **Video:** Eater video currently uses end cards that credit the core team who touched the project: producer, shooter(s), director, editor(s), and host/talent. In the case of a very glossy series, they might add EPs and other roles. Example of the more robust credit below:



- **Text:** Eater features will credit the writer, freelance and staff, the copy editor, and artists/illustrators whose work accompanies the piece.

*Alicia Kennedy is a New York-based food and spirits writer.*

*Camilo Rosa is a freelance illustrator and designer from Brazil.*

*Copy edited by Rachel P. Kreiter*

Larger packages get a more comprehensive credits section. Example:

*Editor: Erin DeJesus*

*Art director: Brittany Holloway-Brown*

*Video director, producer, and editor: Mariya Pylayev*

*Shooters: Benjamin Depp, Peter Campbell, Carlo Francescutti, Nick Hughes, Tim Maloney, McGraw Wolfman*

*Photographers: Dina Avila, Kirsten Gilliam, Wonho Frank Lee*

*Social media editors: Milly McGuinness, Adam Moussa*

*Copy editor: Emma Alpern*

*Special thanks to: Carolyn Alburger, Matt Buchanan, Hillary Dixier Canavan, Sonia Chopra, Missy Fredrick, Pelin Keskin, Amanda Kludt,*

*Stephen Pelletteri, Lesley Suter, and Eater's city editors*

- **Audio:** Host-read credits for applicable roles, including hosts, engineer, producer, composer at the end of episodes. Host(s) may also receive on-site byline credit.

Example below:

THE EATER UPSELL

## The Worst Things New York Diners Do in Restaurants

On the *Eater Upsell* this week, the GM of New York essential restaurant Win Son discusses dealing with needy patrons

by [Amanda Kludt](#) and [Daniel Geneen](#) | Apr 19 2019, 2:41pm EDT

[f](#) [t](#) [SHARE](#)

## Verge

- **Video:** Verge video currently uses end cards that credit the core team who touched the project: producer, shooter(s), director, editor(s), and host/talent. In the case of a very glossy series, they might add EPs and other roles. Example of the less robust credit below:



- **Text:** The Verge gives original art/photography/illustrations/etc credit at the byline level. Example below. The Verge gives byline credits for someone who contributed to the piece and credits the editor in the footer on major features. They do not credit copy editors.

*You won't find another laptop with more bang for your buck*

By [Dan Seifert](#) | [@dcseifert](#) | May 29, 2018, 6:00am PDT

Photography by [James Bareham](#); video by [Phil Esposito](#) and [Becca Farsace](#)



- **Audio:** Verge gives byline credit for audio engineers on podcast site posts. There is not host-read credit. Example below:

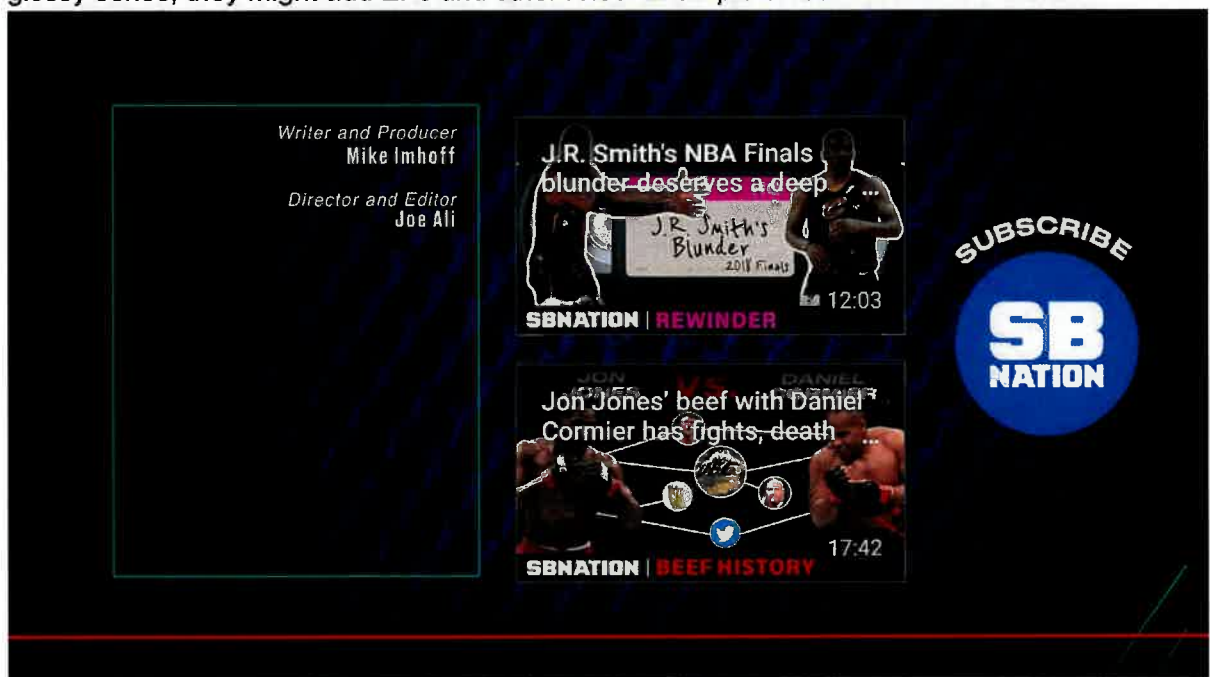
PODCASTS \ THE INTRODUCTIONS \

## Vergecast: Pixel 3 review, the new Palm phone, and Google antitrust violations

Episode 327 of the flagship podcast  
By Graham Brantner | Oct 18, 2018, 11:17am PDT

# SB Nation

- **Video:** SB Nation video currently uses end cards that credit the core team who touched the project: producer, shooter(s), director, editor(s), and host/talent. In the case of a very glossy series, they might add EPs and other roles. Example of less robust credit below:



- **Text:** SB Nation gives original art/photography/illustrations/etc credit at the byline level on major features. Additional credits for people who contributed to the piece, which may include the editor, will appear in the footer on major features. They do not credit copy editors. Most standard features or articles have only byline credits for the author(s) and



image credits for photography or illustration. Example below:



- **Audio:** Host-read credits for applicable roles, including hosts, engineer, producer, composer at the end of episodes. Host(s) may also receive on-site byline credit. Example below:

## SHUTDOWN FULLCAST

The world's only college football podcast. Also, a podcast often about everything but college football. Hosted by Spencer Hall, Ryan Nanni, and Jason Kirk. You might or might not like it!

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### SHUTDOWN FULLCAST: THE TEXT VERSION

By [Ryan Nanni](#) | November 2, 2018 | 117 comments



### The official website of the Shutdown Fullcast

By [Jason Kirk](#) | September 3, 2018 | 2 comments



FROM EVERY DAY SHOULD BE SATURDAY

### COME TO SHUTDOWN FULLCAST LIVE IN ATLANTA

By [Ryan Nanni](#) | August 3, 2018 | 515 comments



# Curbed

- **Text:** Longer features get an editor credit. We'll add a photo editor or art direction type of credit on anything that's heavily produced in terms of art. Larger packages get a more comprehensive credits section. Example:

*Editors: Amanda Kludt, Kelsey Keith, Matt Buchanan, Mariam Aldhahi, Ellie Krupnick, Sally Kuchar, Carolyn Alburger,*

*Ellen Fort, Brenna Houck, Jenna Chandler, Amy Plitt, Serena Dai, Missy Frederick*

*Art Direction: Brittany Holloway-Brown, Alyssa Nassner, Audrey Levine*

*Illustrations: [Studio MUTI](#)*

*Photography: Liz Kuball, Patricia Chang, Max Touhey, Rinne Allen, Andrea Calo, Jenna Belevender*

*Contributors: Dorothy Hernandez, Ryan Sutton, Mona Holmes, Cindy Widner, Elijah Chiland, Emily Nonko, Josh Green, Brock Keeling*

*Copy Editors: Emma Alpern, Rachel Kreiter*

*Fact Checkers: Dawn Mobley, Emma Grillo*

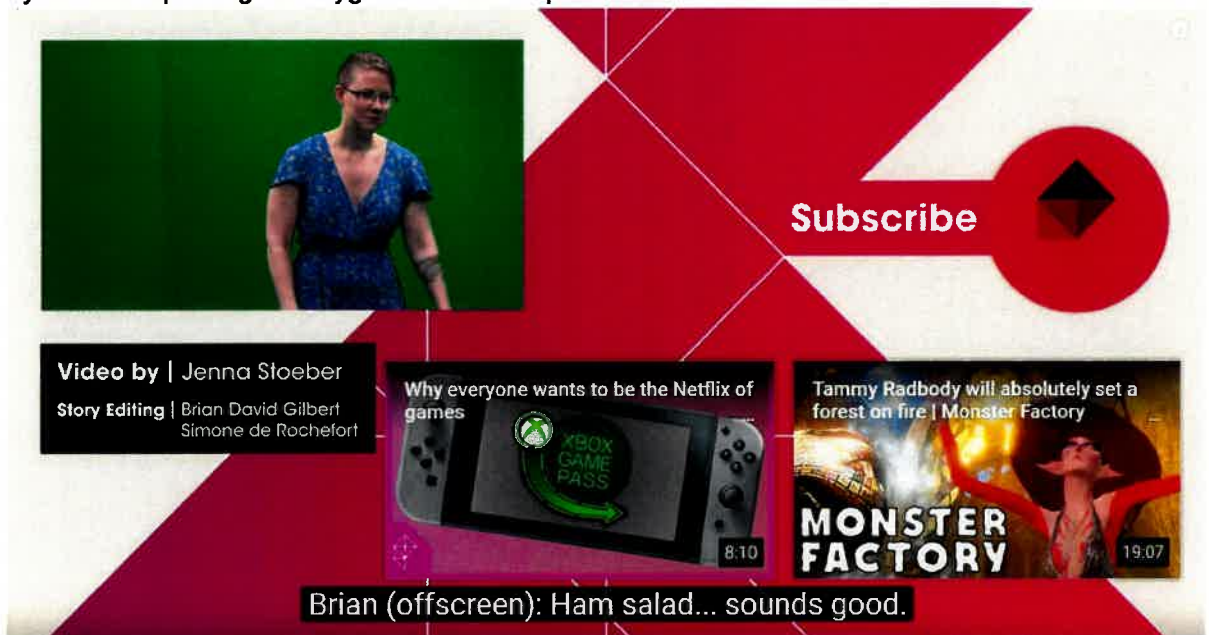
*Thanks to Sonia Chopra, Milly McGuinness, Robert Khederian*

- **Audio:** Host-read credits for applicable roles, including hosts, engineer, producer, composer at the end of episodes.

# Polygon

- **Video:** Polygon video currently uses end cards that credit the core team who touched the project: i.e. producer, shooter(s), director, editor(s), host/talent, and motion graphics. This is often simplified to a "Video by" credit. In the case of a very glossy series, they might add EPs and other roles. Some videos (like raw gameplay videos published without commentary) are intentionally published without credits. Video creators receive a

byline when posting to Polygon.com. Example below:



- **Text:** Polygon gives original art/photography/illustrations/etc credit at the byline level on major features. Additional credits for people who contributed to the piece, which may include the editor, will appear in the footer on major features. They do not credit copy editors. Most standard features or articles have only byline credits for the author(s) and image credits for photography or illustration. Example below:



## Credits

Published on Jan 09, 2017, 09:00am PST

### WRITER

Matt Leone

### DESIGNER

Brittany Holloway-Brown

### PHOTOGRAPHERS

[Jonathan Castillo](#)

[Irwin Wong](#)

### VIDEO SHOOTERS

[Forbes Conrad](#) (Amano/Hashimoto)

Sara Masetti (Uematsu)

James Mielke (Nomura)

Scott Nelson (Uematsu)

### VIDEO EDITOR

Clayton Ashley

### DEVELOPER

Kavya Sukumar

### SPECIAL THANKS

Cherisse Datu

Jon Douglas

Kelli Dunlap

Amy Eisman

Allegra Frank

Scott Gamble

Lindsay Grace

Alex Highsmith

Steven Leon

Tara Long  
Michael McWhertor  
James Mielke  
Joy Mielke  
Hiroko Minamoto  
James Mountain  
Ashley Oh  
Jeff Ramos  
Joyce Rice  
Jeffrey Rutenbeck  
Kelsey Scherer  
Nancy Seay

### ADDITIONAL PHOTOGRAPHY CREDITS

Chris Ansell (Ansell)  
Toby Canham/Getty Images (Harrison)  
William Chen (Chen)  
Electronic Arts (Riccitiello)  
Rex Ishibashi (Ishibashi)  
Robert Schlesinger/Picture Alliance (Boesky)  
for DLD16 Conference via [Creative Commons](#)  
Darren Smith (Smith)  
Wearality (Jones)

- **Audio:** Host-read credits for applicable roles, including hosts, engineer, producer, composer at the end of episodes.

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

**[TO BE PLACED ON VOX MEDIA LETTERHEAD]**

December 4, 2020

Lowell Peterson, Executive Director  
Writers Guild of America, East, Inc.  
250 Hudson Street  
New York, NY 10013

**Re: Diversity Reopener Language**

Dear Mr. Peterson:

Reference is made to the collective bargaining agreement between Vox Media, LLC and Writers Guild of America, East, Inc. (“CBA”), with a term running from June 13, 2019 through June 12, 2022. This shall confirm that the parties’ have agreed to modify Article 4 of the Agreement regarding Diversity, Inclusion and Equity. The revised contract language is attached to this Agreement, and shall replace the Article that previously existed in the Agreement.

If the foregoing constitutes our understanding, kindly execute a copy of this letter below and it shall become a binding agreement by and between the parties.

Very truly yours,

VOX MEDIA, LLC

Lauren Fisher, Chief Legal Officer

**ACCEPTED and AGREED:**

WRITERS GUILD OF AMERICA, EAST, INC.

By: \_\_\_\_\_  
Lowell Peterson, Executive Director

#### 4. Diversity, Inclusion, and Equity

A. The parties share a commitment to diversity, inclusion, and equity. In furtherance of this commitment, the parties shall create a Bargaining Unit DLG Subcommittee, as a division of the Diversity Leadership Group (“DLG”). The Bargaining Unit DLG Subcommittee shall consist of up to five (5) Company representatives and five (5) representatives appointed by the bargaining unit, who must also serve on the DLG. The Bargaining Unit Subcommittee of the DLG shall meet quarterly, or more often as needed if requested by bargaining unit representatives, and convene its first meeting at the first DLG following ratification of this Agreement. The Bargaining Unit DLG Subcommittee shall discuss issues relevant to the promotion of a diverse workforce including, but not limited to, recruitment, retention, advancement, mentorship, the composition of the current bargaining unit, internal promotions, and compensation issues. In the event that the DLG is dissolved and not replaced by a similar Company wide initiative with a substantially identical objective, the Bargaining Unit Subcommittee shall continue and all of the terms and conditions of this Article shall remain in full effect.

B. The Company shall provide a quarterly report to the Bargaining Unit DLG Subcommittee with the following information: a list of open bargaining unit positions at the Company, and a list of places where Recruiting has posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups) open bargaining unit positions. The report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists “NABJ”). The Company shall allocate an annual budget of \$50,000 to the Bargaining Unit DLG Subcommittee. In addition, the Company will allocate a minimum of \$10,000 per year to fund a Company presence at conferences focused on groups underrepresented in journalism (e.g., NABJ annual conference, NAHJ annual conference, etc.).

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

D. 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 for Pay Levels 3 through 6, at least 40% of the candidates for roles at Pay Levels 3 through 6, and 50% for Pay Levels 7 and 8 (inclusive of active and passive candidates) from groups traditionally underrepresented in journalism (e.g., women, people of color, those identifying as LGBTQ+, people with disabilities, and military veterans). The Company shall always post jobs at Pay Levels 7 and 8 to at least two job boards focused on groups traditionally underrepresented in journalism (e.g., NABJ, NAHJ, AAJA, etc.). At each meeting with the Bargaining Unit DLG Subcommittee, 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 Pay Level goal of 40% for Pay Levels 3 through 6, and the 50% goal for Pay Levels 7 and 8, 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 DLG Subcommittee budget. For purposes of calculating the 40% or 50%, as the case may be, applicants who do not self-report or prefer not to disclose shall not be included in the numerator or denominator. The Company shall maintain its current practice of encouraging applicants to self-report, in furtherance of the diversity objectives set forth herein.

E. Each vertical shall maintain a policy to promote the sourcing and freelancing bylines for demographic groups that are traditionally underrepresented within the vertical. Such policy shall be circulated on a quarterly basis to all bargaining unit employees. Vertical managers shall encourage the fulfillment of the policy.

F. The Company shall continue its practice to provide a safe outlet for every employee to communicate their pronouns, not just for queer, gender neutral, gender non-conforming, non-binary, and gender variant people. In accordance with Company policy, the Company shall, upon an employee's request, change all current and go-forward employee records (except for third-party forms which cannot be altered; e.g., EEOC reports, or where legal names are required, e.g. payroll records) so that all such records use the names and/or pronouns with which they identify. The Company shall also update any photographs, including identification badges upon an employee's request, to make such change for reasons relating to gender identity. The Company shall provide the Union 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.