

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**FUTURE US, INC.**  
**AND**  
**WRITERS GUILD OF AMERICA EAST**

**December 4, 2020 through December 3, 2023**

## Article 1: Recognition

A) Future US, Inc. ("Employer") hereby recognizes the Writers Guild of America East ("Union") as the exclusive bargaining representative of the following classifications who were hired by the Employer to work for PC Gamer, TechRadar, Laptop, GamesRadar, Tom's Hardware, Live Science, Space.com, Tom's Guide, Guitar World, Guitar Player, Newasrama (collectively "Covered Publications").

B) Covered Publications Classifications: Associate Editor, Deals Writer, Editor, Executive Editor, Feature Editor, Hardware Lead, Hardware Senior Editor, Hardware Writer, Multimedia Producer, Online Producer, Reference Editor, Senior Deals Editor, Senior Editor, Senior Writer, Staff Writer, Technique Editor, US Mobile Editor, Video Producer.

C) Additionally, the Employer recognizes the Union as the exclusive bargaining representative of the Assistant Photo Editor, Deputy Director of Photography, Lab Tester, Photo Editor, Senior Copy Editor, Senior Video Producer, Senior Writer, Social Media Editor who works in the Social, Photo, Labs, Central Hardware Team, Video and Copy desk departments ("Central Services").

D) The Parties acknowledge that the Employees who work for Central Services perform job duties that is not for the Covered Publications. The Parties agree that nothing in this collective bargaining agreement ("Agreement") will restrict or alter the Employer's ability to assign work to employees in Central Services that is not for the Covered Publications, and correspondingly, that the Employer shall not be prohibited from having similar work that is not for the Covered Publications performed by other employees that are not part of Central Services.

E) Employees covered by this Agreement shall be referred to as "Employee(s)" herein.

F) Excluded: All other employees, including confidential employees, guards, and supervisors as defined in the National Labor Relations Act.

G) Temporary Employees. A "temporary employee" is an employee whom the Employer hires directly as a temporary employee, including without limitation interns and fellows. The Employer may use temporary employees to cover for employees who are on leave or temporarily filling other positions, to assist with temporary projects, or to cover any other temporary staffing needs. The Employer may employ temporary employees for up to six (6) months, or for the duration of the leave coverage, whichever is longer. Temporary employees are not covered by this Agreement and are not eligible for benefits provided in this Agreement.

H) Freelance Employees. A "freelance employee" is an employee whom the Employer contracts with directly on projects as assigned, without commitment of specific hours or usage. Freelance employees are not covered by this Agreement and are not eligible for benefits provided in this Agreement.

## **Article 2: Union Security**

A) Except where prohibited by law, the Employer agrees that it will not continue any Employee in its employ under this Agreement unless he/she is a member in good standing of the Union, 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 Employer 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 Employer and the Employee.

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

- (i) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or
- (ii) such Employee’s membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

D) The Union will hold harmless, defend and indemnify the Employer and its Employees with respect to any and all claims, liabilities, costs and expenses, including attorneys' fees, arising out of or in connection with any action taken by the Employer pursuant to the provisions of this Article. The Employer will make deductions from an Employee's wages in accordance with the Employee's written authorization and dues schedules certified by the Union. However, the Employer assumes no responsibility either to the Employee or the Union in the event that, through inadvertence or error, it fails to make such deductions in any instance.

## **Article 3: Dues Checkoff**

A) The Employer agrees that upon thirty (30) days’ notice thereafter from the Union, 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 Union 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. An Employee's change to a non-bargaining unit position automatically revokes the Employee's dues or agency fee check-off authorization.

WRITERS GUILD OF AMERICA

“I, the undersigned, hereby authorize and direct Future US, Inc. to checkoff from my wages every pay period 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 Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period.”

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

B) Dues shall be deducted on each payday. Within ten (10) days after execution of this agreement, and at the time it remits dues, the Employer further agrees to furnish WGAE a roster of all Employees’ names, job title, weekly rate of pay, date of employment and fees/dues deducted, or if no deduction was made, the reason for not making a deduction, gender (if self-identified by Employee to HR), race (if self-identified by Employee to HR), date of birth (if provided by Employee to HR); home address (if provided by Employee to HR), personal email (if provided by Employee to HR), and personal cell phone (if provided by Employee to HR). Any list required hereunder that contains personal information such as social security numbers shall be transmitted to the Union in a secured electronic form in the format agreed to between the Employer and the Union. The Employer shall provide to the Union the name, title, e-mail address, and telephone number of the contact information for those responsible for each dues/initiation fees remittance list to be submitted pursuant to this Article who can directly authorize and produce such electronic transmission.

C) The Employer shall not be required to attempt to recover unpaid dues or initiation fees from Employees for any reason, including, but not limited to, those who have terminated employment and received their last wages prior to the receipt of the request or due to Employer error.

D) Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

E) The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b) - (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

F) The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

G) Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or terms of liability that shall arise out of and by reason of an action taken by the Employer in reliance upon any payroll deduction card(s) submitted to the Employer.

#### **Article 4: Salary**

A) **Maximum Salary Increases:** The Parties understand that the Employer may grant increases higher than the minimum increases to bargaining unit members.

B) **Annual Salary Pay Increases:** Bargaining Unit employees shall receive the following economic increases during the term of this agreement:

C) **Regular Across-The-Board Salary Pay Increases:** Effective November 19, 2020, all Employees shall receive the greater of an increase to the appropriate salary minimum and geographic differential or an increase of \$2000 to their base salary, whichever is greater.

D) **Ratification Bonus:** Upon ratification, each Unit Employees employed as of that date shall receive a one-time \$1875.

E) **Additional Equitable Adjustments:**

i) Additionally, effective November 19, 2020, all Employees in the classification of Staff Writer, Editor, Assistant Editors, Associate Editors, Phones Editor, US Mobile Editor, Computing Editor, Reference Editor, Feature Producer, Video Producer,

Hardware Writer, and Senior Writer shall receive an additional increase of \$2300 to their base salary after the increases to appropriate salary minimums, across the board salary increases, and geographic differential have been added

ii) Effective November 19, 2020, for Employees in all other classifications whose base salary is currently under \$60,000 annually before any increases in this agreement, they shall be brought up to the applicable minimum and geographic differential, plus \$2300, in addition to the \$2000 across-the-board increase.

F) Annual Increases:

i) Effective 1/1/2022, all Employees currently employed on that date shall receive an increase of \$2000 to their base salary. Upon announcement of the non-union employees' increase, the Employer shall calculate which of the two options delivers the greater total increase to the unit, and select that option. The selection may not be piecemeal.

ii) Effective 1/1/2023, all Employees currently employed on that date shall receive an increase of \$2000 to their base salary, Upon announcement of the non-union employees' increase, the Employer shall calculate which of the two options delivers the greater total increase to the unit, and select that option. The selection may not be piecemeal.

G) Profit Pool:

i) Each Unit Employee currently employed on January 1, 2021, shall receive a profit pool share of \$2500. Employees shall be prorated for their bonuses based on employment time. These increases are in addition to the annual increases set forth above.

ii) Each Unit Employee currently employed on January 1, 2022, shall be eligible to participate in the Employer's profit pool. Employees shall be prorated for their bonuses based on employment time. These increases are in addition to the annual increases set forth above. This pool shall be distributed among Unit Employees at the Employer's sole discretion, and union employees shall not receive less than what non-union employees receive. These increases are in addition to the annual increases set forth above.

iii) Each Unit Employee currently employed on January 1, 2023, shall be eligible to participate in the Employer's profit pool. Employees shall be prorated for their bonuses based on employment time. These increases are in addition to the annual increases set forth above. This pool shall be distributed among Unit Employees at the Employer's sole

discretion, and union employees shall not receive less than what non-union employees receive. These increases are in addition to the annual increases set forth above.

H) Job Title Salary Minimums – Effective November 19, 2020, the minimum salaries for the bargaining unit positions are set forth below. No Employee employed as of the ratification of this Agreement, shall experience any reduction in salary as a result of these minimums.

In the event that the Employer requires an Employee to live in any location other than those listed below, the Parties agree to meet and confer over whether the location should be treated as a premium or non-premium location.

Group A

New Employees whose primary residence is New York, New Jersey or California, shall receive a cost of living adjustment of an additional \$8000 increase to the below stated minimums.

Deals Writer- \$57,000 Effective Jan. 1, 2023: \$60,000

Senior Writer - \$60,000 Effective Jan. 1, 2023: \$62,000

Group B

New Employees whose primary residence is New York, New Jersey or California shall receive a cost of living adjustment of an additional \$6000 increase to the below stated minimums.

Social Media Editor, Video Producer, - \$64,000 Effective Jan. 1, 2023: \$65,000

Senior Editor - \$70,000 Effective Jan. 1, 2023: \$72,000

Senior Deals Editor, Senior Video Producer - \$69,000 Effective Jan. 1, 2023: \$72,000

Group C

New Employees whose primary residence is New York, New Jersey or California shall receive a cost of living adjustment of an additional \$5000 increase to the below stated minimums.

Associate Editor - \$53,000 Effective Jan. 1, 2023: \$55,000

Operations Editor - \$58,000 Effective Jan. 1, 2023: \$59,000

Group D

New Employees whose primary residence is New York, New Jersey or California shall receive a cost of living adjustment of an additional \$4000 increase to the below stated minimums.

Lab Tester, Online Producer - \$50,000 Effective Jan. 1, 2023: \$51,000

Staff Writer - \$53,000 Effective Jan. 1, 2023: \$56,000

Features Producer, Hardware Writer - \$56,000 Effective Jan. 1, 2023: \$57,000

Editor, Phones Editor, Reference Editor, Technique Editor, US Computing Editor, US Mobile Editor, Channel Editor, News Editor - \$61,000 Effective Jan. 1, 2023: \$64,000

Executive Editor, - \$71,000 Effective Jan. 1, 2023: \$74,000

CURRENTLY VACANT

Multimedia Producer - \$56,000

Copy Editor - \$52,000

Assistant Photo Editor - \$59,000

Deputy Director of Photograph - \$68,000

- I) **Residence:** An Employee who is employed as of the date of the execution of this Agreement, and who has been approved to relocate by the Employer, shall be permitted to relocate to the approved location with no reduction to their title, hourly rate, or benefits.
- J) **Promotion:** Upon promotion to a higher classification, an Employee shall receive the minimum for the new position or a seven (7%) percent increase, whichever is higher.
- K) **Equal Pay For Equal Work:** It shall never be acceptable for two bargaining unit Employees who work for the same publication in the same classification to receive more than a \$5000 difference in pay for the same work, adjusted for contractual minimums and differentials, years of union across-the-board increases, or any other terms in this contract. In the event that any Bargaining Unit Employee believes they are not receiving equal pay for equal work, they should raise the issue with Human Resources and the Employer shall immediately investigate the matter and either set forth the basis of the different pay or immediately adjust the



lower paid Bargaining Unit Employee's salary on a prospective basis. This clause shall only apply to salary discrepancies created after the effective date of this Agreement.

L) No Demotion: No Employee shall be demoted because of this Collective Bargaining Agreement.

M) Annual Salary Proration: Minimum salaries are prorated for hourly Employees based on an annual calculation of 2,080 hours.

N) Overtime:

(i) Although it is the Employer's general practice that all work be completed by Employees during the regular work day, conditions may arise that may require Employees to work additional hours.

(ii) Hourly Employees are eligible for overtime pay at one and one-half times their regular hourly rate of pay for all hours worked over forty (40) in a work week. Overtime pay is based upon actual hours worked.

(iii) Paid time off is not included in the calculation of overtime.

(iv) There shall be no pyramiding of overtime.

(v) All overtime must be approved in advance unless there is an extreme emergency or an exceptional, warranted circumstance. Employees who work overtime without receiving prior authorization will be paid for the time worked but may be subject to discipline.

O) No Salary Reduction: No Bargaining Unit Employee shall have their salary rate reduced (or hourly rate reduced for hourly employees) during the term of this agreement.

P) No Job Title Reduction: No Bargaining Unit Employee shall have their job title reduced, if, upon ratification, the minimum salary associated with their current title would result in a pay raise.

Q) Pay Above Minimums. The Employer has the discretion to pay new and current Employees above the minimum rates, taking into consideration the Employee's performance, experience, skills, qualifications or other relevant factors.

R) Bonuses: In addition to the minimum wage rates, the Employer may in its sole discretion, pay bonuses, merit increases and/or enter into individual agreements addressing compensation. In exercising this discretion, the Employer may take into consideration the employee's performance evaluations and other relevant factors, including but not limited to the Employer's business and operational needs. The Employer's decisions with respect to bonuses, merit pay or entering into individual agreements shall not be subject to bargaining or arbitration under this Agreement.

S) Recording Time Worked. Hourly Employees are required to record all time worked and paid time off on in the electronic time and attendance system. Employees are required to clock in when they begin work for the day, clock in and out for meal breaks, and clock out when they finish work for the day. They are required to report to their supervisor any difference between actual time worked and the time recorded in the time and attendance system.

**Article 6: PTO**

Vacation: The Employer shall continue to provide the "Uncapped Vacation" policy to all full time Bargaining Unit Employees according to the same terms as offered to non-unit staff employees, as may be changed from time to time. No Employee shall be disciplined or retaliated against for appropriately taking time off pursuant to the Uncapped Vacation policy. Should any Employee be told by their manager or supervisor that they cannot take time off, they should discuss the matter with HR, or other Employer designee.

**Article 7: Holidays**

A) The Employer shall provide the existing designated holidays:

New Year's Day

Martin Luther King Day

Presidents' Day

Memorial Day

Fourth of July

Labor Day

Indigenous People's Day

(Future supports all employees' right to vote. Future will provide employees with time to vote on Election Day. Employees should inform their supervisor at least two (2) weeks prior for an up to four (4) window on Election Day for voting, to which the supervisor shall not unreasonably deny and shall work with the employee to complete any work outside of that four (4) hour window).

Thanksgiving

Christmas Eve

Christmas

And any additional holiday that non-bargaining unit employees receive.

B) Additional Compensation and Use of PTO:

- i. Holiday PTO requests shall not be unreasonably denied. Managers shall maintain a volunteer list, employees shall have an opportunity to add to their names to a

- volunteer shift list indicating that they are willing to work between Christmas and New Year's. Shifts for this week shall be assigned first from the volunteer list.
- ii. Employees that work holidays receive double (2x) time. Rotating list: a rotating list of holiday shifts shall be maintained within each publication such that no employee is required to work an undue share of holidays.
  - iii. Employees shall not be refused reasonable Vacation requests for holidays for a reason of faith or an organized activity conducted under the auspices of a religious denomination, church, or religious organization so long as the request is made in a timely fashion in accordance with the Employer's Vacation Policy.
  - iv. There shall be no stacking of premiums on a holiday. The maximum compensation an Employee may receive for working on a holiday is two times their regular rate of pay.

C) Working on Thanksgiving and Black Friday:

- i. Thanksgiving: Thanksgiving is a voluntary working day. To ensure proper staffing, a list will be distributed to the Bargaining Unit no later than the second week in October to determine availability. The management team will then review those that have offered to work on Thanksgiving, Black Friday after normal business hours and the weekend, and let those Employees know no later than November 1st, the confirmed schedule.
- ii. Black Friday: Black Friday is a significant working day. It is not a recognized Employer holiday and Black Friday is a peak trading day. PTO requests shall not be unreasonably denied. Managers shall maintain a volunteer list, employees shall have an opportunity to add to their names to a volunteer shift list indicating that they are willing to work during Black Friday and the subsequent weekend. Black Friday shifts shall be assigned first from the volunteer list.
- iii. Compensation for Working Saturday and Sunday after Black Friday. Managers must give individual permission prior to working on Saturday or Sunday after Black Friday in order to receive any premium pay. For hourly Employees, they will be paid a premium rate two times their regular rate of pay for hours actually worked on these days. For salaried Employees, they will receive additional double pay for every hour actually worked.
- iv. The Employer shall not require Employees to work in an in-person "war room" or equivalent.

D) Other Paid Time Off and Leaves of Absence

- i. Parental and Family Leave: The Company shall provide 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, inclusive of any benefit payments from the applicable federal, state or city locale, in connection with the birth or adoption of a child. 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. There shall be no penalty for participation in the Company's profit pool.
- ii. Other Paid Time Off, such as Bereavement, Sick Days and Vacation, and Leaves of Absence, shall continue to be offered to full-time Unit Employees on the same terms as offered to non-unit staff employees, as may be changed from time to time. The Parties agree that the NYC Sick Time requirements are waived because the collective bargaining agreement already provides equivalent time off and welfare benefits to the Bargaining Unit Employees.

**Article 8: Travel, Expenses, Resources and Professional Development**

A) Travel Expenses: Employees shall not have to pay out-of-pocket for Hotel or the cost of travel (ie. airfare, Amtrak, car rentals). Employees are to utilize the internal booking system for all travel to adhere to this policy. Employees shall continue to be reimbursed for meals in accordance with the Company's policies. Cash advances are authorized for specific situations that might cause undue financial hardship for business travelers. Within ninety (90) days of the execution of this Agreement, the Employer shall put in place a policy setting forth the terms and procedure for the Employees to apply for such an advance.

B) Parking Expenses: The Employer shall continue to reimburse Employees for parking expenses incurred during the course of their work assignments in accordance with the Employer's policy, as may be changed from time to time. The Employer shall negotiate with the Union for any material changes.

C) Toll Expenses: The Employer shall continue to reimburse Employees for non-commute toll expenses incurred during the course of their work assignments in accordance with the Employer's policy as may be changed from time to time. The Employer shall negotiate the Union for any material changes.

D) After Hours Transportation for Designated Assignments: If Employees are on a designated assignment in the evening (past 9pm local time), the Employer shall provide transportation for the Employee to get to their place of residence (including hotels and other

institutions outside of the traditional “home”) with specific manager approval.

E) Travel Reporting Trips: The Employer shall continue to pay and/or reimburse for travel reporting trips in accordance with the Employer’s policy as may be changed from time to time. The Employer shall negotiate with the Union regarding for any material changes

F) Evening Meals for Work Outside of Regular Hours: The Employer shall provide an evening meal reimbursement of up to \$30 for late-night work, with specific manager approval, for those Employees who work more than a nine (9) hour shift that lasts past 7PM.

G) Expense Reimbursement: For reimbursement expenses, the Employer shall continue to make best efforts to reimburse the Employees within two (2) weeks of the approval of the submitted expense. All expenses must be submitted within sixty (60) days of being incurred in order to be approved.

H) Industry-Related Online Paywalls and Subscriptions: Bargaining Unit Employees may request that the Employer 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 Employer. Decisions are at the sole discretion of the Employer, and shall be based in part upon the Employer’s evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Employer as to the need for any associated project. The Employer may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

I) Professional Development: The Employer shall provide a central pool of up to \$30,000 per calendar year for Employees to attend a class or conference selected by the employee to further the Employees’ professional development. Employees must receive specific management approval prior to incurring any expense.

J) Successorship: This Agreement shall be binding on any successor of the Employer, which will abide by the Agreement's terms and conditions for the duration of the Agreement.

## **Article 9: Health Benefits and Retirement**

A) Health Care: All Full-Time Bargaining Unit Employees shall be eligible for health benefits on the same terms as all other non-unit staff employees employed by the Employer, which may be changed from time to time. The Employer shall discuss with the union any material changes including additional employee contribution costs over 10%, although such discussions shall not delay offering any health care benefits during open enrollment.

B) WPATH: The Employer shall adhere to the WPATH (World Professional Association for Transgender Health) standards.

C) Open Enrollment: The Employer will endeavor to provide up to three (3) weeks for open enrollment, unless regulations or logistics cause less time, in which case the Employer

will endeavor to provide the maximum amount of time reasonably feasible.

D) 401(k): All Unit Employees categorized as staff employees shall be eligible to participate in the Employer 401 (k) Plan on the same terms as all other non-unit staff employees employed by the Employer, which may be changed from time to time.

E) Wellness: The Employer may continue to provide wellness benefits by Gympass, the Employer's health care provider, as may be amended from time to time.

F) Sabbatical: Employees who have been continuously employed by the Employer for a minimum of 5 years are eligible to take between 6 and 13 weeks off for an unpaid sabbatical leave. To take sabbatical leave, Employees must provide 6 months' advance written notice (unless the Employee's manager agrees to a shorter notice period) of their intent to take sabbatical leave and obtain written approval from their manager. Sabbatical leave is viewed as continuous service. Benefits such as holiday pay, bereavement leave, and jury duty pay cease during sabbatical leave. Employees on a sabbatical leave may continue medical benefits by paying their portion of the premiums of their benefit costs. Sabbaticals may only be taken once every 5 years. Sabbatical leave must be taken in a single block of time. Employees who chose to take less than 13 weeks of sabbatical leave will lose any time not taken as part of the single block of time. For example, if an Employee elects to take and is approved for eight weeks of sabbatical leave, the Employee may not take the remaining five weeks of time at a later date. Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, reinstatement is not guaranteed and Employees have no greater right to reinstatement than if they had been continuously employed rather than on leave.

#### **Article 9: Non-Discrimination, Accommodations, Health and Safety, Diversity**

A) No-Discrimination or Harassment: The Employer will not discriminate against anyone based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, criminal record, socioeconomic, DACA status, sexual orientation, socioeconomic, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law. The parties acknowledge that discrimination shall not be tolerated based on any of the above factors that is not relevant to the Employee's job duties. The Employer shall provide a work environment free from sexual harassment or harassment based upon any of the factors listed above. This shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments and benefits. Employees shall participate in all training provided by the Employer and may be discharged by the Employer for failing to complete such training.

B) Accommodations: Bargaining Unit members with a physical or mental disability have the right to engage in the interactive process to receive a reasonable accommodation consistent with the Employer's obligations under applicable law. Similarly, Employees may seek any other accommodations based on other protected considerations and the Employer shall comply as

required by law. Lactating Employees will be provided reasonable break time to express breast milk for their nursing child. The Employer will also provide lactating Employees with the use of a room or other location, other than a toilet stall, for the Employee to express milk in private. The Employer prohibits discrimination against any Employee for exercising their rights under this policy. This provision does not waive an Employee from pursuing claims made pursuant to Title VII of the Civil Rights Act, the American with Disabilities Act, the Age Discrimination in Employment Act, State Laws or any other similar laws rules or regulations

C) Health and Safety: The Employer and Union agree that safety and security in the workplace are the responsibility of both the Employer and the Employees, and that Employees will comply with the Employer's safety and security policies. The Employer shall comply with all applicable legal workplace safety and health requirements.

The Employer agrees to provide sufficient safety and security for its employees at all Company offices and to provide sufficient safety and security measures for employees working in the field or on assignment. If an employee in the field has a concern regarding their safety and security, they should immediately contact their manager for guidance regarding how to proceed. If the employee cannot reach their manager, then they may exercise their professional judgement as to matters of safety and security.

D) At the employee's request, an employee may bring a union representative with them to meetings regarding harassment investigations and complaints. The Employer shall ensure protection from retaliation for bringing claims.

E) Diversity: The Employer and Union share a belief that a diverse workplace makes the Employer's journalism and business stronger. In addition to its own initiatives, the Employer may consider any suggestion by the Union regarding recruitment, retention, advancement and/or composition of the Employer's workforce. The failure to adopt or act on a suggestion shall not be subject to the grievance or arbitration procedure. To further promote diversity, the Employer agrees to the following procedures to create more opportunity for more individuals.

F) Within ninety (90) days of ratification of this agreement, management shall hire a third party to conduct a Workplace Culture Climate Assessment.

G) The Employer shall continue to provide protection from online harassment on Company website.

H) Job Openings.

- i. When the Employer decides to fill an open bargaining unit position or a new bargaining unit position, the Employer will post notices of such vacancies internally and, at the same time, may post notices of the vacancies externally, for a period of no less than two (2) weeks, unless indicated on the job posting that less time is available. The Employer may determine not to post a position when appropriate, e.g., where a vacancy will not be filled; where internal reassignments best meet operational and

editorial needs; or where the Employer decides to promote an employee to the position. The Employer's decision not to post a position shall not be subject to the arbitration provision of this Agreement. The parties share a commitment to diversity, parity and inclusion in both editorial staff and coverage. The Employer shall make strong and sustained efforts, including the commitment of resources to recruitment, mentorship and trainings. The parties share a commitment to diversity, parity and inclusion in both editorial staff and coverage. The Employer shall make strong and sustained efforts, including the commitment of resources to recruitment, mentorship and trainings.

- ii. Bargaining Unit job postings will include "this is a position covered under a collective bargaining agreement between Future US, Inc. and the Writers Guild of America East."

I) The Employer shall establish a Diversity Committee to which members of the bargaining unit shall participate (up to three (3) participants). Additionally, the Employer commits to fund Employees on the Diversity Committee up to \$35,000 per calendar year for their attendance and participation in events which have the purpose of increasing diversity within the media industry. Requests for money from these funds shall be made to Human Resources.

J) Information and Data

Within 90 days of ratification of this agreement, the Employer will conduct a confidential survey and make available to the Union a report of newsroom demographics of the bargaining unit based on voluntary self-identified information. The Employer shall ask the Employees to voluntarily self-identify the following categories: race/ethnicity, national origin, educational background, sexual orientation and gender identity, age, creed. The survey will be taken annually thereafter.

- iii. The Employer maintains a strict anti-discrimination culture as it relates to interviewing and hiring. The Employer will continue to make job openings available to candidates from all backgrounds, and endeavor to interview candidates as part of that process from groups traditionally underrepresented in journalism (i.e., women, people of color, or and those identifying as LGBTQ) as part of the hiring process. The Employer has the right to hire applicants for bargaining unit positions from any source, internal or external, based on the skills and qualifications that it deems necessary for those positions.

**Article 10: Intellectual Property, Derivative Work, Outside Work and Conflicts of Interest**

A) Any content, including all derivative work, created in the course of performing an Employee's job duties for the Employer, whether used or unused, is a work for hire and belongs to the Employer. If an Employee would like to use material owned by the Employer, they may make a request in writing to their manager, and must obtain written approval from their manager



and by the Employer's CCO, COO or their designees before using any such material. The granting or denial of such approval is in the sole discretion of the Employer, and such decisions shall not be subject to the grievance and arbitration provision of this Agreement.

B) The Company may grant a nonexclusive license for bargaining unit Employees for book rights based on work created for the Company, including the right for employee to take 100 percent of the royalties of any book deal and from any related or derivative works that the Employee subsequently creates. If an Employee would like to use book rights based on work created for the Company, they may make a request in writing to their manager, and must obtain written approval from their manager and by the Employer's CCO, COO or their designees before using any such material. Permissions must be obtained for each occurrence of using source material, and permission to publish one book should not be construed as permission for any other project. Employees will make good-faith efforts to ensure that Future shall receive a prominent credit in the book and in any derivative works substantially in the form of "Based on the article originally published in [Brand/ Site / Name] of Future US."

C) An Employee who creates artwork for the Company may license to third parties the non-exclusive rights to use the work upon the Company's approval, which shall not be unreasonably withheld. The request should be made in writing to their manager, and must obtain written approval from their manager and by the Employer's CCO, COO or their designees before using any such material. All other reuses or derivative works are subject to Company permission.

D) Derivative Works: If a Bargaining Unit Employee would like to use material owned by the Employer, he or she may make a request to Editorial Management or their designees and must obtain written approval before using any such material. The granting of such approval is in the sole discretion of management. Nothing in this Agreement shall be construed to evidence, grant or confer any rights of ownership or license in any part of the Derivative Work (or the content that is the basis of the Derivative Work) with respect to any individual. All work performed for the Employer is work-for-hire unless otherwise agreed between the bargaining unit employee and the Employer. Derivative Works do not include the republication or redistribution of work on any other website or application, social media platform, etc., even if such work is reformatted or edited for such purpose. Nothing in this Article should be interpreted as preventing bargaining unit employees and the Employer agreeing on different derivative work arrangements on an individual basis.

E) If Future uses an Employee's work in other Future publications, Future shall make reasonable efforts to notify the Employee before using their byline.

F) Editorial Outside Work: All requests to perform outside editorial employment, contracting, professional and/or comparable activities (which includes activities that are paid, unpaid, and self-employment ("Editorial Outside Business Activities")) must be submitted in writing to their manager, and must obtain written approval from their manager and by the Employer's CCO, COO or their designees, in accordance with and subject to the Employer's policy.

If the employee informs the Approving Manager that the use of editorial 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 publication and does not create a conflict of interest, approval shall not be unreasonably withheld.

The Employer will evaluate requests for the performance of Outside Editorial Business Activities considering the following factors:

- i. Any Outside Editorial Business Activities performed must not interfere in any way with the Employee's performance of their job;
- ii. The Editorial Employee must be in good standing and have satisfactory work performance;
- iii. Any Outside Editorial Business Activities performed must not conflict in any way with the Employer and its interests or create any form of journalistic conflict of interest for the Employee or the Employer.

With respect to Outside Editorial Business Activities regardless of form (e.g., newspaper, magazine, television, digital media, etc.) or service provided for (a) any other news or media organizations or service; or (b) any technology, social media, or content company; ("Media Outside Activities") the request will also be evaluated by the Employer's management based on the following criteria, as applicable:

- i. Whether the Employer plans to assign an Employee or another employee a similar piece or project;
- ii. Whether the Media Outside Activities are for a direct competitor of the Employer or are otherwise competitive with the Employer's own offerings;
- iii. Whether the freelance work could create an actual or perceived conflict of interest for the Employer.

It shall, at all times, remain within the Employer's discretion to approve or disapprove any requests for Outside Business Activities or Media Outside Activities, and the Employer's decisions are not subject to the arbitration provision of this Agreement. When working on any Outside Business Activities or Media Outside Activities, Employees shall not disclose any of the Employer's confidential information, including sources, notes, interviews, etc.

#### G) Photo, Video and Art Employees

For Photo, Video and Art Employees, outside employment is permitted unless it interferes with the Employee's job performance at the Company or poses a conflict of interest, in which case the Employee shall immediately cease and desist from the activity upon request from the Employer. If the quality of job performance at the Company begins to suffer, the Employee will be notified of that. An employee will not be permitted to

work for another Company at any time that they are supposed to perform work for the Employer or otherwise be available, while on a leave of absence or while absent for illness from their job.

### **Article 11: Work Assignments**

- A. Flexible Work Assignments.
- i. Bargaining Unit Employees. The Employer has the right to assign Employees to perform whatever work the Employer deems appropriate in connection with any print, web, video, podcast, multimedia or other projects, programs, partnerships or activities in which the Employer directly or indirectly participates, presently or in the future. Work assignments to Employees may include new work or work previously assigned to the Employer staff not covered by this Agreement (including but not limited to managers or supervisors).
  - ii. Non-Bargaining Unit Employees. The Employer has the right to assign or reassign work that is or has previously been assigned to Employees to the Employer staff not covered by this Agreement, including but not limited to managers or supervisors without the erosion of an existing bargaining unit Employee.

### **Article 12: Discipline**

A) Probationary Period: New Employees shall have a probationary period. During the ninety (90) day probationary period, new Employees may be disciplined or discharged without just cause and the discipline or discharge of new Employees during their probationary period shall not be subject to the grievance and arbitration procedure of this Agreement. The Employer may extend the probationary period for sixty (60) days.

B) Discipline and Discharge: The Employer has the right to discipline and/or discharge Employees for just cause and to determine the appropriate disciplinary action.

Discipline may consist of counseling, verbal and written warnings, reprimands, suspensions, demotions, or discharge. In any arbitration over an Employee's termination, progressive discipline will be deemed satisfied if the Employee has already received three of the above disciplinary actions.

C) Nothing in this Agreement limits the Employer's right to discipline, suspend or discharge an Employee without progressive discipline in appropriate cases, including, but not limited to cases of gross misconduct (for example theft, fraud, violence or threats of any kind, dishonesty, gross insubordination, violations of the Employer's harassment policies, plagiarism, etc.)

D) Warnings and other disciplinary actions that do not result in a loss of pay shall not be subject to arbitration under this Agreement but shall be subject to steps one and two of the grievance procedure.

E) As required by law, Employees shall have the right to Union representation upon request at all meetings that may lead to discipline.

F) While employed by the Employer, the Employer will provide the Employee with copies of any written disciplinary action upon request.

G) Creative and Quality Matters. The Employer shall have the unilateral right to discharge or otherwise discipline any Employee if, in the Employer's sole discretion, the Employee does not meet the meet either Future US, Inc.'s policies, or the Employer's standards relating to editorial, program or project content, editorial, program or project quality, editorial, program or project output, editorial or creative judgment, professional journalistic ethics, or any other reason related to creative output, provided the Employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. Alternatively, Employees can instead be provided four (4) weeks pay in lieu of notice. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for any of the above reasons. In that case, the arbitrator may under no circumstances substitute their judgment for the editorial judgment of the Employer and must uphold the discharge or other disciplinary action. Employees terminated in accordance with this Section G shall receive severance according to the terms of Article 21 (a) (b) (c) (f) & (g) of this Agreement. This is in addition to the 4 weeks notice or pay in lieu of notice outlined above.

### **Article 13: Offer Letters and Individual Agreements**

The Employer may continue to provide potential Employees offer letters with terms and conditions of employment above those contained in this Agreement. The Employer will not require as a condition of employment that any Employee enter into (a) mandatory arbitration provision for employment claims not covered by the terms of this Agreement, (b) a post-employment non-competition agreement. C) post-employment non-disparagement.

### **Article 14: Legal Defense**

If an Employee is sued or charged under any federal, state, or local law, or is subpoenaed as a witness in connection with the Employee's performance of work for the Employer that is within the scope of her/his authorized duties, the Employer will defend and provide legal counsel for the Employee at the Employer's expense. The Employer and the involved Employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. The Employer will have full control over any such litigation and its resolution, and the Employee agrees to cooperate fully with the Employer in connection with such litigation. The Employer reserves the right to discontinue providing legal counsel in the event that (i) the Employee is not fully

cooperating with provided counsel; (ii) the Employee intentionally provides the Employer or provided counsel with inaccurate information regarding anything related to the representation; (iii) it becomes apparent that the Employee was acting outside the scope of their authorized duties, including without limitation any criminal or tortious acts.

**Article 15: Career Development / Staffing / Workplace**

A. Employees shall be afforded the opportunity to meet with their supervisor upon the Employer's request to discuss the employee's career opportunities.

B. If an existing Employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request feedback on their application or request from their supervisor or a designated Employer representative. Such feedback shall be provided within thirty (30) days or may be extended to forty five (45) days upon the Employer's request. Feedback under this section shall not be used by the Employer to discipline any Employee.

C. The Employer will conduct performance evaluations of its bargaining unit employees on an annual basis and will endeavor to conduct evaluations every six months. Neither the failure to conduct an evaluation, nor the substance of the evaluation are subject to the arbitration provision of this Agreement. Annual or mid-year performance evaluations pursuant to this Article will not constitute a verbal or written warning for purposes of progressive discipline.

D. A form will be available through Human Resources for Employees to provide management evaluations anonymously. Evaluations shall include feedback on job performance. These evaluations are not public, are not to be used for complaints, and shall not be disclosed by the Company. Any complaints shall go through the proper channels established elsewhere in the contract and/or the workplace. The feedback shall go to manager's manager. The intention is to create a better workplace for all.

E. All salary increases not required by this Agreement shall be communicated to Employees in writing by HR.

F. Office Misc.

- i. The Employer shall provide sufficient private workplaces for Employees and shall provide sufficient personal work spaces for Employees who regularly work at least three (3) days per week in the office. This provision is not subject to arbitration.
- ii. If the Employee's job function permit, employees may work remotely at home instead of physically traveling to the Company's office upon approval from the Employer. The Employer reserves the unilateral right to direct any Employee to work from any work location, including a particular office, and to modify any work arrangement previously granted.

- iii. Within one (1) year of the ratification of this agreement, the Company shall maintain written job descriptions for all bargaining unit positions, which may change from time to time with consultation with the Union. Upon request, bargaining unit employees will be provided the job descriptions of the job they occupy, and may make a request for any job for which they wish to apply.
- iv. The Employer shall continue to provide a recommendation and/or referral bonus to employees who recruit new hires who accept positions at Future Media.

#### **Article 16: Union Access and Business**

- A) Union Representatives: Non-employee Union representatives agree to provide the Employer's COO, CCO, or People & Culture representative with forty-eight (48) hours' written notice of a request for permission for access to non-work areas on the Employer's premises solely for purposes of representing Employees. Where forty-eight (48) hours' notice is not practicable, the Union will give as much advance notice as possible. Permission to visit the Employer's premises shall not be unreasonably withheld. Union representatives agree to comply with all building security and access procedures applicable to other visitors to the Employer while on the Employer's premises. All such meetings on the Employer's premises may not disrupt the work of employees in the Employer's office, or otherwise interfere with the Employer's regular operations.
- B) Union Representatives must limit their access to non-work areas, unless access to a work area is necessary to the Union's ability to represent an Employee and the Union representatives obtain advance approval from the Employer's COO, CCO or People & Culture representative to enter a work area for that limited purpose.
- C) The Employer shall provide a mutually agreed upon space for a bulletin board in a reasonably accessible place for Union notices.

#### **Article 17: Grievance and Arbitration**

- A) Grievance: A grievance is defined as a violation of a specific obligation in a specific provision of this Agreement or a dispute over a discharge or other discipline with a loss of pay. Grievances shall be resolved exclusively pursuant to the procedures set forth in this Article.
- B) Step One: Within twenty (20) business days from the date that the grievant knew or should have known of the event giving rise to the grievance, the grievance must be presented in writing to the Employer's COO, CCO or agreed upon designee. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. The grievance may be presented to the COO

or CCO (or designee) directly by the Union or mutually agreed upon designee. The Employer will have twenty (20) business days from the presentation of the grievance to attempt to resolve the grievance. Every effort will be made to resolve the grievance at this level.

The term "business days" as used in this Article does not include Saturdays, Sundays or Holidays recognized by the Employer.

C) Step Two: If the grievance is denied at the first step or the Employer has not responded to the grievance within thirty (30) business days of the grievance's presentation, the Union may make a written request to hold a grievance meeting by sending the request to the Employer's COO or CCO (or designee) within ten (10) business days of the grievance denial or the expiration of the thirty (30)-day period. Within twenty (20) business days of receipt of the request, a grievance meeting will be held between the parties at a mutually agreeable time and location. No more than three (3) persons, including the grievant, shall attend for the Union. The Employer will respond in writing to the grievance within twenty (20) business days after the date of the grievance meeting. The Employer's failure to meet this time period for responding will be deemed a denial of the grievance.

D) Step Three: Arbitration. Absent resolution of the grievance at Step One or Two, the Union may, within twenty (20) business days of either receiving the Employer's response from the in-person meeting or the expiration of the twenty (20) business, whichever is first, submit a written demand for arbitration to the American Arbitration Association. The demand for arbitration shall fully describe the specific issues(s) and specific provision(s) of the Agreement to be arbitrated, as well as the specific relief sought. The Employer and the Union shall select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties. The fees and expenses of any arbitrator will be shared equally by the parties.

E) Arbitrator's Powers. The arbitrator will not have any power to add to, subtract from, or otherwise amend this agreement. The arbitrator must strictly construe all timelines set forth in this Agreement, and any matter not submitted to the arbitrator in a timely manner shall be deemed resolved and not subject to arbitration under this Agreement. Any matters left to the discretion of the Employer (including without limitation those enumerated in the management rights clause) throughout this Agreement, and matters left unrestricted by any contract provision, shall not be subject to arbitration.

F) Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance except in cases of harassment.

G) Employer Grievances. Grievances brought on behalf of the Employer may be brought initially at step 2 of the grievance procedure by forwarding a written copy of the grievance and a

request for a grievance meeting to the Union. The grievance shall state the nature of the complaint, and the nature of the relief sought. In the event of such a grievance, the Union shall have twenty (20) business days to respond. After the expiration of that timeframe, if the matter is not satisfactorily resolved, the Employer may submit the matter to Step Three Arbitration.

H) Informal Discussion. Independent of this Article, if a dispute arises regarding the application or interpretation of this Agreement, the Union, an Employee or group of Employees are encouraged to present the claim to the appropriate manager or supervisor to discuss and attempt to resolve it.

### **Article 18: Management and Editorial Rights**

A) Except as limited by a specific term of this Agreement, the Employer reserves and retains exclusively to itself the traditional rights in the exercise of the functions of management, including but not limited to the following rights: to manage and operate the Employer's business, publications, finances, and facilities; to direct, plan and control all the Employer operations; to direct its Employees; to determine what work will be performed by Employees covered by this Agreement and the number of Employees needed to perform such work; to determine the qualifications and responsibilities of Employees; to develop and implement performance evaluation and merit pay programs; to establish and/or change existing operational methods, technologies, materials, equipment, and facilities; to establish, administer, modify and discontinue workplace policies and other standards of performance and conduct; to select and hire Employees; to determine and evaluate the competency of Employees; to set schedules and determine the days, shifts and hours that Employees work and their days off; to grant, deny, or revoke any telecommuting arrangements and to set the terms of any such arrangements; to promote, reclassify or demote Employees; to transfer, suspend, discipline and discharge Employees; to subcontract work; to layoff Employees for any reason; to restructure and reorganize its operations; to change, relocate or close facilities; and to exercise sole discretion. On all decisions involving the scope and direction of the business and all content or editorial matters. This enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the non-exercise of any management rights constitute a waiver of the Employer's rights.

B) Without limiting the foregoing management rights, except as specifically modified by this Agreement, the Employer shall retain all of its rights, powers, and authority existing prior to the signing of this Agreement and such rights, powers and authority remain exclusively and without limitation within the rights of management.

C) Editorial Rights. Except as limited by a specific term of this Agreement, the Employer retains sole discretion in the area of editorial judgment and content creation, acquisition and publication, including but not limited to the following rights: to determine what content to create, publish, or otherwise disseminate in print, digitally or otherwise; to determine what platforms to use for publication or dissemination of content; to determine how and when to publish or disseminate content; to determine whether to add, modify or cease any publications, channels or other products; to determine whether and when to participate in formal or informal



partnerships with outside content providers; to assign stories, features or other work to employees or reporting teams; to contract for or otherwise secure content from other sources or content providers, including freelancers or employees of another employer; to introduce and adopt new methods of content creation, submission or publication; to introduce new technology and modify or eliminate technology; to establish, modify and enforce conflict of interest standards and editorial guidelines; and to exercise sole discretion on all decisions involving editorial or content matters. This enumeration of editorial rights is not exhaustive and does not exclude other rights not specified herein, nor shall the non-exercise of any such rights constitute a waiver of the Employer's rights.

D) Employer Policies. Except as limited by a specific term of this Agreement, Bargaining unit employees are subject to the policies that apply generally to all the Employer's similar employees. The Employer has the right to establish new policies, work rules, and standards of conduct, and modify or rescind existing policies, work rules, and standards of conduct, in its discretion.

E) An Employee's byline or credit line shall not be used over the Employee's protest.

F) The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

#### **Article 19: Editorial Standards**

A) Decisions about publishing, removing or modifying editorial content (e.g. articles; videos; podcasts; social media posts, excluding advertising content), shall be made with the approval of the editorial management only, up to and including the Editorial Director or similar position. The purpose of this clause is to confirm that the sales team may not dictate to the Employees about decisions regarding publishing, removing or modifying editorial content without the approval of the editorial team. If a disagreement exists between the sales team and the editorial team regarding the above, the final decision shall be made the editorial management staff only, up to and including, the Editorial Director or similar position.

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) Editorial staff shall not be required to work on content for which advertisers or sponsors have approval over content in the published work. However, they may do so if they are willing.

D) Bargaining unit members shall not be required to work on Native Advertising and Branded Content. However, they may do so if they are willing.

E) Bargaining unit members shall not be prevented from creating content on the basis that it may be unfavorable to companies that are also subjects of Native Advertising or Branded

Content, or with which the Company is otherwise engaged in financial transactions (e.g through Affiliate Links).

F) The Employer shall adhere to the FTC guidelines as it relates to disclosing financial partnerships relevant to editorial content.

G) If a bargaining unit Employee reasonably believes a piece they have been asked to work on to be false, or may be reasonably construed to violate ethical journalistic standards, the Employee should raise the issue with their manager and explain the reason for believing the piece to be false, or may be reasonably construed to violate ethical journalistic standards. The manager shall either provide an explanation for the validity of the piece in question, or reassign the Employee to another assignment.

#### **Article 20: No Strike No Lockout**

A) During the term of this Agreement, the Employer agrees not to engage in any lockout of Employees covered by this Agreement, and the Union and Employees covered by this Agreement agree not to engage in, or condone, any strike or sympathy strike, work stoppage, slowdown, sitdown, sit-in, concerted refusal to work or other interference with or stoppage of work, boycott, picketing, encouraging others not to do business with the Employer, defaming, slandering, or other interference with the Employer's operations. Any Employee engaging in such conduct prohibited by this Article is subject to immediate discharge.

B) In addition to any other liability, remedy or right provided by applicable law, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the Employer's operations occur, the Union shall, within twenty-four (24) hours of a request by the Employer:

- i) Publicly disavow such action by the Employees;
- ii) Advise the Employer in writing that such action by the Employees has not been called for or sanctioned by the Union;
- iii) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately;
- iv) and Post notices at Union bulletin boards advising that it disapproves of such action, and instructing Employees to return to work or cease and desist from the prohibited activity immediately.

#### **Article 21: Severance**

A) A bargaining unit employee who is terminated pursuant to a reduction in force, job elimination layoff, or who is terminated pursuant to Article 12: Discipline G) Creative and Quality Matters shall receive the following severance::

- i. An Employee with less than one (1) year of employment shall, upon execution of a standard Company separation and release agreement, receive at least six (6) weeks of severance pay.
  - ii. An Employee with one (1) year to five (5) years of employment shall, upon execution of a standard Company separation and release agreement, receive at least eleven (11) weeks of severance pay.
  - iii. An Employee with more than five (5) years of employment shall, upon execution of a standard Company separation and release agreement, receive at least twelve (12) weeks of severance pay.
- B) The Employer shall continue to provide the employee's health benefits through the applicable severance period at the same level as the Employee received at the time of layoff.
- C) The Employer will work with any laid off employee to provide reasonable access during the severance period to previous work product and specialized software programs for the purposes of assisting the employee in the search for new employment. This includes access to archived Google account data and similar archives.
- D) For a period of 1 year after the layoff, any individual that applies for an open position and meets the minimum qualifications for that position will be provided an interview for the position.
- E) For a period of nine (9) months after the layoff, bargaining unit employees who are laid off shall have the right of first refusal in the event that their position with the Employer is re-established by the Employer. In such instances, bargaining unit employees shall have ten (10) business days from the date of the written offer from the Employer to accept a re-established position. An employee recalled shall be paid at no less than the current rate of pay for the job position to which they are recalled
- F) The Company shall payout any Employees' legacy Accrued Vacation Time.
- G) Nothing in this agreement prevents an employee from receiving more than the above for severance.

## **Article 22: Separability**

- A) If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.
- B) In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into

immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

### **Article 23: Miscellaneous**

Throughout this Agreement, “in writing” shall be defined in as either a) an email to the noted person, b) written correspondence sent by a trackable method and received within the applicable timeframe, or c) written correspondence which is hand delivered to the noted person.

### **Article 24: Lodging**

During work travel, hotel rooms or lodging shall be in accordance with the Employer’s policy. If the Employer wants to make changes to the policy, the Employer shall negotiate with the union over the policy.

### **Article 25: Workplace Transparency**

The Employer shall maintain an organizational chart, in electronic form, updated quarterly, in which bargaining unit employees can view the workflow chain of command in each vertical.

### **Article 26: Employment Records**

Upon request, an employee is entitled to review their employment records.

### **Article 27: Labor Management Committee**

A) The Employer and the Union will establish a Joint Labor-Management Committee for the purpose of meeting and discussing Employee concerns and matters affecting relations between the parties, including, among others, training, new technology, methods of operation and work processes, and other such matters. The committee shall meet up to once a quarter during the term of this Agreement. In addition to up to five (5) Employees, the Employer may each appoint up to two representatives to the committee. Meetings shall be held at a mutually agreeable time and location.

B) It is the parties' intent that Labor-Management Committee discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. The Labor-Management Committee will not receive or adjudicate grievances. To facilitate open dialogue, discussions of the Labor-Management Committee, including disagreements over matters discussed in the Committee, shall not be subject to the grievance and arbitration provision of this Agreement.

C) Diversity Subcommittee: The Employer shall create a subcommittee within the Labor Management Committee that shall address Bargaining Unit issues. The Diversity Subcommittee of the Labor Management Committee shall meet quarterly, or more often as needed if requested by bargaining unit representatives, and convene its first meeting at the first Diversity Labor Management Committee following ratification of this Agreement. The Diversity subcommittee of the Labor Management 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.

**Article 28: Term of Agreement and Negotiations**

This Agreement shall be in full force and effect from 12:00 midnight, December 4, 2020, until 11:59 PM, December 3, 2023 and shall automatically be renewed for periods of one (1) year thereafter unless either the Employer or the Union serves written notice of its intent to terminate or modify this Agreement upon the other party not more than 90 calendar days nor less than 60 calendar days before the date this Agreement terminates. Anything to the contrary notwithstanding, if written notice of intent to terminate or modify this Agreement is timely given, negotiations for a successor agreement will commence on such dates as the Employer and the Union may agree, and this Agreement shall continue in full force and effect during the negotiations and will terminate on the date immediately preceding the date a successor agreement is effective or, if this Agreement continues in effect beyond December 3, 2023, on the date the Employer declares impasse or on that date which is 15 calendar days after the Union has given the Employer written notice of its decision to terminate negotiations, whichever date first occurs.

**AGREED**



Future US, Inc.



Writers Guild of America East

15<sup>th</sup> December 2020 \_\_\_\_\_

Date

December 10, 2020----

Date