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

#### 1. <u>Recognition and Scope</u>

As used in this Agreement, the "Company" is defined as Vox Media, LLC, which owns and operates subsidiary entities that produce long form audio-visual content for distribution by third party distributors such as PBS, Netflix, Hulu, Amazon, etc., such as *Explained*, *No Passport Required*, *The Intersection*, *Retro Tech*, *Glad You Asked*, and similar future productions. As used in this Agreement, "Production Subsidiaries" or "Employer" refers to the subsidiary entities that employ employees to work on the audio-visual content.

The Company 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 of a unit of full-time and part-time employees employed by the Production Subsidiaries to produce long form audio-visual content for distribution by third party distributors in the following job titles and those performing the same or similar work: AP/Research, Associate Producer, AP Specialist, Archival Producer, Art Director, Junior Archival, Post AP, Post Coordinator, Post Production Assistant, Production Assistant, Producer, Show Runner, Sr. Producer/Writer, Supervising Producer, GFX Designer, GFX Tech, GFX Artist, Motion GFX Editor, Jr. Graphic Freelance Designer, Motion Graphics, Story Producer.

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, email addresses and length of contract/project.

#### 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. <u>Dues Checkoff</u>

The Employer 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 [INSERT PRODUCTION SUBSIDIARY] (the "Employer"), 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 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:\_\_\_\_

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. <u>Diversity, Inclusion, and Equity</u>

# A. The parties share a commitment to diversity, inclusion, and equity.

B. Open Job Positions: All full-time bargaining unit positions (e.g. those hired for the length of the project) for which the Employer, at its discretion, seeks outside candidates, and that are not being created for a specific candidate or for purposes of promoting an existing employee will be posted. The Employer will make a concerted effort to advertise all such open positions widely, in particular in places with exposure to underrepresented groups, to attract a diverse candidate pool, as well as on the Company's website and social media accounts. This will include but is not limited to people who identify as black, indigenous, people of color; people who identify as LGBTQ+; and people with disabilities. For the purposes of recruitment of traditionally under-represented candidates, the Company shall provide resources to Showrunners. This shall include, but is not limited to, information on where to post jobs.

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

D. Bargaining Unit Job Postings will include "this position is represented by a labor union and covered by one or more collective bargaining agreements."

E. The Company will track the self-identification of race/ethnicity and gender of all full-time, bargaining unit hires based on EEOC guidelines, and allow bargaining unit employees to self-identify their sexual orientation, to the extent permitted by law. The Company will provide the Union with a report on the self-identification of such hires within the Unit covering the duration of the CBA aggregated sufficiently to protect individual privacy. The Company will provide the report in the last 6 months of the term of this CBA.

F. When the Company posts a job opening for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, (a) the Company shall make commercially reasonable efforts to keep the position

posted for a minimum of one weeks (7 days), and (b) the Company will make reasonable efforts to interview candidates from groups traditionally underrepresented at Vox Entertainment (i.e., Black, indigenous, people of color, or those identifying as LGBTQ+) prior to making a hiring decision. When a position is created for a specific candidate, the Company will notify the Union in writing after the employee has accepted the position as to the basis for the decision not to post and interview for the position.

G. The Labor Management Committee may discuss any concerns it may have with systemic pay differentials.

# 5. <u>Workplace Transparency</u>

A. All bargaining unit employees shall be provided with a job description for their role, and be told who their direct manager is, after making a request.

B. Bargaining unit employees may request a performance evaluation after every six (6) consecutive months worked on the same show. If the employee is employed less than six (6) consecutive months on the same show but more than four (4) consecutive months on the same show, then the employee may request an exit review.

Upon request, the employer shall provide a written evaluation.

C. Following the conclusion of each season of a production, the Company shall meet with the Showrunner so that they may provide feedback on the season. Showrunners may also provide feedback at any time during the production. If the show is renewed, the Showrunner may request to review and provide feedback to the Company on any proposed staffing and schedule for the subsequent season.

## 6. <u>Professional Development</u>

Bargaining unit employees employed for six (6) consecutive months or longer may continue to request to attend relevant professional development opportunities. The Employer shall continue to evaluate and approve such requests on a case-by-case basis. Employee's salaries shall be kept whole for participation in approved professional development classes or conferences. Professional Development hours shall not be considered for overtime purposes, unless required by law.

## 7. <u>Editorial Standards</u>

A. 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.

B. Unless it is the premise, concept, or conceit of the project, bargaining unit employees shall not be assigned to create content which is demonstrably false at the time of creation, nor to create content that can reasonably be construed to violate ethical journalistic standards.

#### 8. <u>Labor-Management Committee</u>

The parties shall establish a Labor-Management Committee consisting of up to five (5) bargaining unit employees and representatives of the Company. The Committee will meet regularly to discuss career growth opportunities, resources, 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. <u>No-Discrimination</u>

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 23 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.

The Employer shall continue to follow the reasonable accommodation process outlined in the Vox Media Studios Employee Handbook for bargaining unit employees with a disability.

#### 10. <u>Anti-Harassment</u>

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 distributed Anti-Harassment Policies and such terms shall be incorporated by reference herein. The Union shall be notified in advance of any material changes to the Anti-Harassment Policies Terms during the term of this Agreement. Any changes to the Anti-Harassment Policies 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 Policy 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 Policy 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 23 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.

#### 11. 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 13 of this Collective Bargaining Agreement. All future provisions shall comply with Article 13 of this Collective Bargaining Agreement.

B. The Employer may continue to obtain post-employment non-competes to enforce options and exclusivity provisions. Outside of such non-competes, all other post-employment non-compete obligations in existence at the time of ratification shall be deleted in their entirety. The Employer 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 \$3,000 per week. Should the Employer 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."

#### 12. Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE'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; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

#### 13. Discipline and Discharge

A. Nothing in this provision shall apply to any employees classified as a show runner, who will remain at-will employees.

B. All non-showrunner, bargaining unit employees shall be subject to a ninety (90) day probationary period, during which the Company has the sole discretion to terminate employment.

The probationary period shall be sixty (60) days for former non-showrunner employees who have passed the probationary period, have been rehired within three (3) months of the end of their last employment with the Company and who were not dismissed for just cause. After the fifth time of re-employment within three (3) years to create content for Vox Entertainment, the probationary period shall be two (2) weeks for those re-hired employees.

No severance pay shall be due for a termination under Section (B).

C. The Company shall have the right to discipline, demote, suspend, or discharge a non-showrunner bargaining unit employee for just cause (subject to sections (B), (D) and (E) of this Article 13), which shall include but is specifically not limited to:

- i. Misconduct;
- ii. Poor work performance that is not subject to section (E) 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 (C). 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 or termination pay.

D. 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 or Employer 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 (D) shall not be entitled to severance or termination pay.

E. 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, program, project or creative content; editorial, program, project or creative quality; editorial, program, project or creative judgment; professional journalistic ethics; or any other reason related to creative output, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve, or 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 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 (E) and not under any other provision of this Agreement. If a discharge is so designated, the non-showrunner bargaining unit employee shall be entitled to termination pay in accordance with the terms of Article 18.

F. It is further understood that notwithstanding any of the above, for any employee hired on a project or fixed-term basis, the employment may end at the end of the project or fixed-term period without any restrictions or any further obligations by the Company. In addition, in the event the specific project to which an employee is assigned is cancelled, discontinued, or ended for any reason, this paragraph shall not apply, and the Company's rights to end employment shall not be restricted in any manner.

# 14. <u>Appropriate Work Resources</u>

A. Where the Employer requests that an employee utilize their own equipment (i.e., their personal laptop), the Employer shall provide the employee with a \$25 per week kit fee for every week where such equipment use is required, up to a maximum kit fee of \$650 per contract. The Company shall also provide access to industry-related resources 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. If the Employer requires employees to stay overnight on location, bargaining unit employees will be paid a minimum per diem of Fifty Dollars (\$50) per day. In addition to per diem, on non-travel days, the Employer shall provide lunch, and if lunch is not provided, an additional \$15 per diem shall be paid. Meal breaks will be provided as required by law. If a bargaining unit employee's service on a given workday conclude between hours of 10:00pm and 5:00am (local time) Employee shall, subject to supervisor prior approval, be reimbursed for up to Seventy-Five Dollars (\$75) for transportation. Employee shall utilize taxi service, Lyft, Uber, or other similar service for transportation needs, as black car service / limo service are not eligible for reimbursement, except in the event of prior approval from Supervisor. Late-night travel reimbursement is conditioned upon the submission of receipts to employee's supervisor approval, the reimbursement will be added to a bargaining unit employee's next regular paycheck.

This provision does not prevent the Company to provide more than the above amount. If an employee currently receives more than the above amount, they shall not lose their current arrangement.

# 15. <u>Rest Periods</u>

There shall be a minimum of ten (10) hour rest period between the time a bargaining unit employee leaves the place of production (e.g., clocks out in the case of hourly employees) and the time the employee returns to the place of production the next morning (e.g., clocks in in the case of hourly employees).

When the rest period is less than ten (10) hours bargaining unit employee shall receive an additional \$35 per hour or time and one-half their hourly rate, whichever is higher, for the portion of the rest period invaded (e.g., if an employee must report back to place of production nine (9) hours after the end of the prior work day, they shall receive an additional \$35). For exempt, salaried bargaining unit employees, a breach of the rest period shall result in a payment of \$200.

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

## 16. <u>Compensation</u>

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

#### Minimum Wage Scales (See Appendix A)

Bargaining unit employees may be hired on less than a full-week basis. Any employee hired on a part-time basis shall be paid at least the minimum for their position on a pro rata basis.

B. Non-Exempt employees hired on a weekly basis shall be guaranteed sixty (60) hours per week of work.

C. The Company shall comply with all legal requirements as to overtime compensation. The workweek shall be defined as 40 hours worked per workweek (Sunday to Saturday). Employees at Tiers 1 and 2 of Appendix A, shall be paid on an hourly basis and will receive time and one-half (1.5x) their base rate for all hours actually worked over 40 in the workweek (Sunday to Saturday) (unless state law requires overtime on a daily basis). All overtime must be pre-approved by a non-bargaining unit supervisory employee or their designee. There shall be no pyramiding of overtime or other fees or penalties under this Agreement.

D. For employees who are hired into bargaining unit positions for short term work at a day rate, the minimum compensation for their day rate shall be either 1/5th the rate of the weekly minimum, or 8 hours of the minimum hourly rate.

E. Each employee shall receive an increase of at least 3% of their salary after working 220 worked days on the same project or over a 12-month period in the same job title or similarly tiered position, so long as they have not received an increase of at least 3% within that same 220 day period.

F. Any bargaining unit employee who is in Tier 8 and paid at least 150% of scale for their position shall not be entitled to the above Compensation increase.

## 17. <u>Sixth or Seventh Day Pay</u>

When a non-hourly rate non-Showrunner weekly employee (Tier 3 to Tier 7) is directed by a non-bargaining unit supervisor or their designee to work for three (3) hours or more at the production office (or home office if working remotely), on set, or on location, on a sixth or seventh consecutive day within the same workweek (Sunday to Saturday), the Employer shall pay that employee an additional 1/5th of their regular weekly rate or provide a comp day. The decision to provide a comp day or 1/5th pay shall be at Employer's discretion, but employees must be permitted to use all comp time before the end of the production or the comp time shall be paid out.

## 18. <u>Termination Fees</u>

A. In the event that a Showrunner enters into a written agreement with the Employer for a specific project to work for the duration of that project, the Employer shall provide four (4) weeks notice, or pay in lieu thereof, if the project is canceled prior to the scheduled or anticipated end date provided for in the written agreement.

B. In the event a non-Showrunner employee is terminated pursuant to Article 13, Section E, the non-Showrunner employee shall receive an additional two (2) weeks pay upon execution of a standard Company waiver and release agreement.

# 19. <u>PTO</u>

In addition to provided Sick Leave, bargaining unit employees who are employed by the Employer for three (3) or more consecutive months, shall be entitled to receive one (1) paid day off for every month that they work, starting with the first month of employment, up to a maximum of eight (8) paid days off per every twelve (12) months worked per employment contract. The individual must seek to take the eight (8) days of paid time off by requesting time off at least four (4) weeks in advance of its intended use.

The Employer shall have the sole discretion to determine whether the requested time off may be provided. If the Employer is not able to accommodate the requested time off, the Employer does not provide the employee with alternative time off, and the paid time off is not used prior to conclusion of employment with the Company, then upon the conclusion of employment with the Company, the employee shall be paid out for any unused paid time off. For purposes of clarity, the employee shall only be paid out for unused paid time off if the employee makes a request for the time off, the Employer cannot accommodate the request, and the Employer does not provide alternative time off.

# 20. Holidays

A. Bargaining unit employees hired on a weekly basis shall receive their regular pay for any week of scheduled production during which one of the ten (10) Company designated holidays occurs and they are not required to work. The ten (10) Company designated holidays shall be the same as the holidays designated for non-bargaining unit employees.

B. If a bargaining unit employee is assigned or required to work on one of the ten (10) Company designated holidays, hourly employees (Tiers 1 and 2) hired by the week shall be

paid 2x their regular hourly rate for all hours they are directed to work on the holiday, and weekly employees (Tiers 3 to 8) shall be paid an additional 1/5 of their regular weekly rate when directed to work on a holiday. Daily employees shall not be subject to these additional payments.

#### 21. <u>Bereavement</u>

Bargaining unit employees shall receive at least ten (10) days paid time off in the event of a death in the immediate family (including spouses, domestic partners, parents, siblings, children, and grandparents).

## 22. <u>Entertainment Industry Benefit Plan</u>

A. The Employer agrees, in addition to all wages and other sums required to be paid hereunder, to make contributions on behalf of each employee covered by this agreement to the Entertainment Industry Benefit Plans ("The Plan") or its lawful successor. During the period from November 9, 2023 – November 8, 2024, the Employer will make contributions on behalf of each such employee in the sum of: \$30.00 per day to be divided as follows:

i. \$30 per day to the Entertainment Industry Flex Plan for health benefits;

of all such employees hereunder, at the beginning of each month commencing when each of the bargaining unit positions is initially filled.

B. During the period from November 9, 2024 – November 8, 2025, the Employer will make contributions on behalf of each such employee in the sum of:

i. \$31 per day to the Entertainment Industry Flex Plan for health benefits;

of all such employees hereunder, at the beginning of each month commencing when each of the bargaining unit positions is initially filled.

C. During the period from November 9, 2025 – November 8, 2026, the Employer will make contributions on behalf of each such employee in the sum of:

i. \$33 per day to the Entertainment Industry Flex Plan for health benefits;

of all such employees hereunder, at the beginning of each month commencing when each of the bargaining unit positions is initially filled.

D. The Entertainment Industry Flex Plan and Entertainment Industry 401(k) Plan are Trusts, operated pursuant to the terms and provisions of written Trust Agreements and employer agrees to be bound by all the terms and conditions of the Trust Agreements as they may be amended from time to time, including all decisions and determinations made by the Trustees or any impartial umpire as authorized by the Trust Agreements.

E. Payment of contributions to The Plan as herein provided must be received by The Plan by the 15th day of the calendar month following the payroll month in which the Employee worked and shall be deemed delinquent thereafter. Payment of contributions to The Plan is otherwise subject to the rules, regulations and procedures of The Plan. Voluntary employee contributions have a limitation of 85% and must be remitted as soon as they may be segregated from the general assets of the employer, but in no event be received later than 15 business days after the day the funds are withheld from Employee's wages in accordance with 29 CFR 2510.3-102. For more information go to www.flexplan.com/remit or www.ei401kplan.com/remit .

Payments and remittance report should be mailed to:

Entertainment Industry Benefit Plans PO Box 60669 Los Angeles CA 90060-0669

## 23. 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 23 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.

## 24. <u>No-Strike/No-Lockout</u>

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing, sympathy strike, 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. During the term of this Agreement, the Company shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

## 25. <u>Remote Work</u>

All employees shall have the option to work from home. Bargaining unit employees may continue to request to work remotely. Such approvals shall continue to be granted on a case-by-case basis based upon business and operational needs. If an employee's request for a remote work arrangement is denied, the employer shall provide an explanation to the employee as to why their request was denied.

## 26. Sick Days

Employees shall be entitled to up to seven (7) paid sick days annually, accrued on a prorated basis. Notwithstanding the above, employees may utilize up to three days of sick leave after one week of employment.

- 1. Employees may accrue up to seven sick days
- 2. An employee may also use accrued sick leave for "Safe Time" purposes as follows.

a. An employee who has been or whose family member has been the victim of domestic violence, a family offense matters, sexual offense, stalking, or human trafficking may use accrued sick leave for any of the following reasons:

i. Family emergency, wherein family member shall include any individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

ii. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from domestic violence, a family offense matter, sexual offense, stalking, or human trafficking;

iii. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, family offense matters, sexual offenses, stalking, or human trafficking;

iv. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to domestic violence, a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;

v. To file a complaint or domestic incident report with law enforcement;

vi. To meet with a district attorney's office;

vii. To enroll children in a new school;

viii. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee's family member or to protect those who associate or work with the employee.

## 27. Sharing Employee Availability with Team

With the exception of emergency situations, managers will advise their team to be respectful of the personal time of members of their team.

## 28. Dark Week

A. The Company will make reasonable efforts to communicate to bargaining unit employees the number and expected timing of dark weeks on the first day bargaining unit employees work on the project.

B. In the event that the specific dates for dark weeks are not communicated to a bargaining unit employee at least two (2) weeks in advance of the dark week, employees will be paid at 50% of their salary for such dark week.

## 29. Term of Agreement

This Agreement shall be effective for three years from November 9, 2023. If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

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

For: The Writers Guild of America, East, Inc.	For: Vox Media, LLC	
Name: Geoff Betts	Name	
Title: Interim Executive Director	Title: General Counsel	
Date:	Date: 7/10/2024	

# Appendix A

Title	Tier	Rate at ratification	Year 2 3%	Year 3 3%
Production Assistant (plus iterations)	1	\$18.57 per hour	\$19.13	\$19.70
Production Coordinator	2	\$25.00 per hour	\$25.75	\$26.52
Associate Producer (plus iterations, including Junior Archival Producer)	2	\$25.00 per hour	\$25.75	\$26.52
Post Coordinators	2	\$25.00 per hour	\$25.75	\$26.52
Junior Motion Graphics Artist	3	\$2,000 per week	\$2,060	\$2,121.80
Archival Producer (consider that same iterations as producers)	4	\$2,200 per week	\$2,266	\$2,333.98
Producer (plus iterations)	4	\$2,200 per week	\$2,266	\$2,333.98
Senior Producer (plus iterations)	5	\$2,800 per week	\$2,884	\$2,970.52
Motion Graphics Artist	6	\$2,900 per week	\$2,987	\$3,076.61
Supervising Producer	7	\$2,900 per week	\$2,987	\$3,076.61
Art Director	7	\$2,900 per week	\$2,987	\$3,076.61
Showrunner	8	\$4,450 per week	\$4,583.50	\$4,721