

**ADOLESCENT CONTENT
&
COMMUNICATIONS WORKERS OF
AMERICA**

**COLLECTIVE BARGAINING
AGREEMENT**

Effective Date_____

Definitions

Definitions in this section are for reference only and meant to provide a clear understanding of concepts for Bargaining Unit Employees benefit. The definitions shall not be used to interpret or modify the terms as defined elsewhere.

- **Arbitration:** A procedure, as set forth in Article 9: **ARBITRATION**, where two parties utilize an arbitrator, or an independent person or body who is officially appointed, to settle a dispute privately instead of going to court.
- **Bargaining Unit Employee:** An employee of Adolescent Content who is protected by the Agreement based on Article 2: Recognition and Union Security and any pertinent Memorandum of Agreement (MOA).
- **Collective Bargaining Agreement (CBA):** Also referred to as “Agreement,” it is this contract agreed upon between the Adolescent Content Bargaining Unit Employees, and the Union (CWA).
- **Grievance:** A dispute, claim, or difference brought forth by a Bargaining Unit Employee or the Union based on an alleged breach of this Agreement by Adolescent Content or regarding the discipline of the Bargaining Unit Employee filing the grievance (see Article 8: Grievance Procedure). This process can be utilized by a Bargaining Unit Employee if they feel they are not being treated in accordance with the Agreement.
- **Job Steward:** A chosen member of the Bargaining Unit who represents Bargaining Unit Employees to ensure they are being treated fairly and in accordance with the Agreement. They may be contacted regularly to help Bargaining Unit Employees with processes and procedures relating to their rights under the Agreement. Specific roles defined in Article 15: Union Representatives.
- **Ratification:** The date that this Agreement becomes valid and in effect.
- **Union Representative:** A chosen member of CWA who represents Bargaining Unit Employees to ensure they are being treated fairly and in accordance with the Agreement. They may be contacted regularly to help Bargaining Unit Employees with processes and procedures relating to their rights under the Agreement. Specific roles defined in Article 13: Union Representatives.

- **Union Dues:** A bi-monthly payment to CWA to fund the Union. All Bargaining Unit Employees pay union dues regardless of if they are a member of CWA. Specific details about Union Dues are outlined in Article 2: Recognition and Union Security and Article 5: Payroll Deduction.

DEFINITIONS

1

Section 1: Terms of the Collective Bargaining Agreement (CBA)

PREAMBLE	5
Article 1: Complete Agreement	6
Article 2: Recognition and Union Security	7
Article 3: Mutual Interest	8
Article 4: Digital Union Board	9
Article 5: Payroll Deduction	10
Article 6: Savings Clause	11
Article 7: No Strike No Lockout	12
Article 8: Grievance Procedure	13
Article 9: Arbitration	16
Article 10: Job Titles	18
Article 11: Layoffs	19
Article 12: Subcontracting	20
Article 13: Successorship	21
Article 14: Management Rights	22
Article 15: Union Representatives	23

Section 2: Work Culture & Rules

Article 16: No Discrimination, Harassment or Retaliation	24
Article 17: Charity Donations on Behalf of Adolescent Content	25
Article 18: Employee Reviews	26
Article 19: Investigatory/Disciplinary Interviews	27
Article 20: Hours of work and work schedules	28
Article 21: Meal and rest periods	29
Article 22: Seniority	30
Article 23: Discharges and Suspensions	31
Article 24: Outside Business Activities	32
Article 25: Letters of Recommendation	33
Article 26: Disclosure of Employee hours	34

Section 3: Benefits & Policies

Article 27: Health & Safety	35
Article 28: Work Rules	36
Article 29: Full-Time Vacation	37
Article 30: Holidays	38
Article 31: Resignation	39
Article 32: Non-Compete Clause	40
Article 33: Employee Benefits	41
Article 34: Timekeeping	42
Article 35: Virtual Work Site	43

Section 4: Wages & Reimbursements

Article 36: Retirement Plan	44
Article 37: Signing Bonuses	45
Article 38: Wage Scales	46
Article 39: Pay for Labor Relations Work	47
Article 40: Severance Pay	48

Section 5: Leaves

Article 41: Paid Sick Leave	49
Article 42: Time off for school visits	50
Article 43: Bereavement Leave	51
Article 44: Benefits during Leave	52
Article 45: Crime Victim Leave	53
Article 46: Domestic Violence and Sexual Assault Victim Leave	54
Article 47: Jury and Witness Duty Leave	55
Article 48: Paid Time off for voting	56
Article 49: Personal Leave of absence	57

Section 6: Stipends

Article 50: Technology Stipends	58
---------------------------------	----

Section 7: Distribution of Agreement 59

Section 8: Memorandum of Agreement (MOA) 60

PREAMBLE

Adolescent Labor Guild and Adolescent Content mutually affirm their commitment to uphold Adolescent Content's mission, which is:

- To create opportunities for youth to enter the advertising and media sector and tell authentic stories.
- To help brands to effectively speak to youth across a variety of compelling marketing approaches by working with youth thinkers and makers.
- To be experts on youth culture, youth focused content, youth insights, thereby attract clients.
- To grow strong as a business by balancing mission, people and profits.

We recognize that team members who work across creative, strategy, social media, research and account support are key to providing a positive experience to our customers, which is the bedrock to the overall success of the company.

The Union recognizes that the company through its positive relationship with the Union as well as by the improvements contained in this agreement, has demonstrated, and will continue to demonstrate, its commitment to social and economic justice, and therefore we the Adolescent Content team commit to dedicate ourselves to exceeding all expectations regarding excellence.

The Union pledges to continue and even expand the outstanding customer service that Adolescent Content is known for, lending our energy, creativity and spirit to our common goals.

We further affirm our intention to create an exemplary model of a Union/Management relationship that benefits workers, employer, and customers alike. We intend to accomplish this by working together in good faith, seeking common ground, communicating proactively, by being positive and looking for good in everyone, and above all, by being human.

ARTICLE 1: COMPLETE AGREEMENT

The express provisions of this Agreement constitute the complete collective bargaining contract which shall prevail between the Employer and the Union with respect to wages, hours of work and other conditions of employment. This Agreement may be modified only by a written document signed on behalf of the parties by their duly authorized agents and representatives.

ARTICLE 2: RECOGNITION AND UNION SECURITY

The Employer hereby recognizes the Union as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment.

Each Bargaining Unit Employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of this Agreement, either become a member of the Union, or pay a tender to the amounts which are the equivalent of periodic Union dues.

Bargaining Unit Employees employed or entering into the Bargaining Unit after the effective date of this Agreement shall, on or before the thirtieth (30) day of their employment, and as a condition of such employment, either become a member of the Union or pay a tender to the Union amounts which are the equivalent of periodic Union dues.

The first ninety (90) days of employment shall be a probationary period during which time a discharge will not be the subject to the Arbitration process and termination need not be for just cause. However, the Employer agrees to discuss with the Union the reasons for discharge after terminating the Bargaining Unit Employee, if requested by the Bargaining Unit Employee or the Union.

ARTICLE 3: MUTUAL INTEREST

The Employer and the Union recognize that it is in the best interest of both parties, the Employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union and their respective representatives at all levels will apply the terms of this Agreement fairly in accord with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all Bargaining Unit Employees covered by this Agreement. To that end, the parties agree to the creation of a joint Labor Management Committee ("LMC") to help discuss and resolve issues at the earliest opportunity. The LMC shall consist of not more than two (2) representatives designated by the Union and at least one representative designated by the Employer. The LMC may consider and make recommendations on matters arising under this Agreement, including those issues that may be informally resolved by mutual discussion prior to the invocation of the Grievance and/or Arbitration provisions and matters including but not limited to health and safety, training, facilities, and resources available to the Bargaining Unit Employees. The parties agree that the LMC shall not have the authority to renegotiate any of the provisions contained in this Agreement. The LMC shall meet mutually acceptable dates and times to be agreed upon and scheduled. If the parties mutually agree that the meeting does not need to occur, then the meeting shall be canceled with reasonable notice.

Each party shall bring to the attention of all Bargaining Unit Employees including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

The Employer agrees within fourteen (14) business days of the date of hiring to notify the Union of the name or names of all new Bargaining Unit Employees hired.

ARTICLE 4: DIGITAL UNION BULLETIN BOARD

The Employer will make one (1) Slack channel available to the Union Stewards for communication with Bargaining Unit Employees.

ARTICLE 5: PAYROLL DEDUCTION

Each Employee employed on or before the effective date of this Agreement and covered by the terms and conditions of this Agreement shall, as a condition of employment, either become a member of the Union. Or pay or tender to the Union amounts which are the equivalent of periodic dues. Employees employed or entering into the Bargaining Unit after the effective date of this Agreement, shall, on or before the thirtieth (30) day of their employment, and as a condition of such employment, either become a member of the Union or pay or tender to the Union amounts which are the equivalent of periodic Union dues. These Union security provisions shall be interpreted and applied consistent with applicable federal and state law.

The Employer agrees to make payroll deductions of Union dues, agency fees or dues equivalent, from the first paycheck of each calendar month for each Bargaining Unit Employee who has so authorized, via a written authorization form provided by the Union. In the case of Bargaining Unit Employees hired after the date of this Agreement, the Employer will make a payroll deduction for the standard initiation fee payable under the Union's Agreement during the first two (2) weeks after the calendar day of the Bargaining Unit Employees employment. The authorization shall continue in effect in accordance with its terms until canceled by written notice from the Bargaining Unit Employee.

The Employer agrees that such deductions will be forwarded by the Employer to the Union not later than the twentieth (20) day of each month for which the deductions are being made. The Employer shall bear the full cost of its administration of the dues deductions as set forth in this Article. The Union agrees to print the dues deduction authorization form approved by the Employer and the Union.

If the Employee has any questions in regards to Union dues the Employer shall refer the Employee to the Secretary-Treasurer of the Union.

It is agreed that, except as specified above, the Employer shall assume no financial or other obligations arising out of the provisions of this Article, and the Union hereby agrees that it shall indemnify and hold the Employer harmless from any claims, actions, or proceedings by Bargaining Unit Employees arising from the Employer's actions in accordance with this Article.

ARTICLE 6: SAVINGS CLAUSE

If any provision of this Agreement is declared to be illegal, void or invalid by any court of competent jurisdiction or any Administrative agency that has jurisdiction, or by reason of any existing or subsequently enacted legislation, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, to the same extent as if the invalid provision had never been part of the Agreement. In such an event, upon thirty (30) days' notice from either side, the parties agree to renegotiate any provisions that have been invalidated.

ARTICLE 7: NO STRIKE NO LOCKOUT

The Union agrees that there shall not be any strike, sympathy strike, stoppage of work, slowdowns, boycotts, secondary boycotts, refusal to perform work duties, picketing of the Employer's establishment, social media campaigns, negative publicity, press appearances (including digital, radio, television, and any other hereafter devised), or other interruption of work or interference with Employer's operations during the term of this Agreement or any extension by Adolescent Content Bargaining Unit Members. The Employer agrees that there shall be no lockouts during the term of this Agreement or any extension.

Participation by any Employee in any such practices prohibited by this section subject to the Disciplinary Procedures set forth in this Agreement. The Union further agrees that it will notify, and direct Employees engaged in any unauthorized action as set forth above in this Agreement to return to work immediately.

ARTICLE 8: GRIEVANCE PROCEDURE

The term "Grievance" as used in this Agreement shall mean any Grievance made either by an individual Bargaining Unit Employee or group of Bargaining Unit Employees contending that there is a dispute concerning the interpretation, application, misapplication or claimed violation of a specific term or provision of this Agreement. The above definition shall be Grievances subject to Arbitration provided the procedures as set forth within this Article are followed.

Grievances of any Bargaining Unit Employee or group of Bargaining Unit Employees shall receive fair, just and speedy consideration and shall be handled without prejudice.

A Grievance that is to be recognized by either the Employer or the union must be presented within thirty (30) days after the alleged violation occurs or within thirty (30) days after the affected Bargaining Unit Employee(s) knows or has reason to know of the alleged violation.

Prior to **Step 1** Grievance meeting, at the discretion of the Union, an informal resolution meeting with the supervisor and the Union representative may take place. If the Union representative is a Bargaining Unit Employee the meetings shall be paid on Company time. Pay shall be allowed for the Union representative and the aggrieved Bargaining Unit Employee, if present. If the issue is not resolved at the informal meeting and the Union chooses to proceed to file a formal Grievance(s) shall be presented and processed only in the following manner.

4.1 Step 1

4.1.1 The Grievance shall be presented in writing to the aggrieved Bargaining Unit Employees immediate supervisor.

4.1.2 The Grievance shall contain a statement of facts in sufficient detail to set forth the nature of the Grievances, date or dates involved, times, occurrences, circumstances, and a reference to the applicable Article and section that is alleged to have been violated or Employer practice that has violated this Agreement.

4.1.3 The Employer and the Union agree to meet within ten (10) business days after the receipt of the Grievance by the Employer. Time can be

extended if both parties mutually agree before the tenth (10) business day.

- 4.1.4 The Union will provide a committee of local Union representatives. The **Step 1** Grievance meeting shall be attended by not more than two (2) representatives unless mutually agreed to when the **Step 1** meeting is scheduled. Pay shall be allowed for not more than two (2) Bargaining Unit representatives including the Grievant. If the Union representative is a Bargaining Unit Employee the meeting shall be paid on Company time.
- 4.1.5 All issues resolved informally on or at **Step 1** will neither establish a precedent, nor be referred to in any future Grievances, Arbitrations, or litigation except on matters pertaining to the Grievant in question.

4.2 **STEP 2**

- 4.2.1 In the event the Grievance is not resolved at **Step 1**, the Union may Within fifteen (15) business days escalate the Grievance to **Step 2** and a copy by email.
 - 4.2.2 The parties will meet within fifteen (15) business days after the Grievance is submitted.
 - 4.2.3 The Employer will be represented by their designated representative. The Union will be represented by an Area Steward or higher within Local 9003.
 - 4.2.4 If this fails, the Union will review the case for Arbitration consideration.
- 5. The parties involved in each Step of the Grievance procedure may, by mutual Agreement, waive the time limits imposed in the specific Step at which the Grievance is being processed, or recess the Grievance to obtain additional Information. Any waiver agreed upon shall be either made in writing or confirmed in writing.
 - 6. It is understood that every effort will be made by both parties to resolve the Grievance in the meeting at the applicable Step.

7. Representatives of the Union or of any local thereof may confer with **representatives of the Employer during working hours without loss of pay**, provided the conference has previously been agreed to by the Employer.
8. In the event any Grievance involves a question of wage status, any wage adjustment which arises out of the final resolution of the Grievance shall be made retroactive to the date on which the Grievance was first presented to the immediate supervisor of the Bargaining Unit Employee or Employees affected. Provided, however, that if the proposed wage adjustment involves a question of judgment as to the application of the appropriate wage in the case of a transfer from one occupation to another or where other circumstances make the determination of an appropriate wage a matter of judgment, retroactive adjustment shall not be for more than three (3) months prior to the initial presentation of the Grievance under **Section 5, Step 1** of this Article and provided further, that if the wage adjustment involved has resulted from the correction of a mechanical or clerical error, the adjustment shall be made retroactive to the time the error commenced.
9. In the event any Grievance involves a question of reinstatement of a released or discharged Bargaining Unit Employee and it is determined that said Bargaining Unit Employee is to be reinstated, the amount of back pay which can be awarded shall be determined by the Union and the Institute Grievance representatives.
10. The time periods referred in this Article excludes Saturdays, Sundays and Holidays recognized in the Contract Agreement.

ARTICLE 9: ARBITRATION

1. In the event any Grievance has not been resolved under the Grievance Procedure, at the discretion of the Union, the matter shall be submitted to Arbitration by the Union to the Employer and in accordance with the following procedures. The Union will notify the Employer of its intention to Arbitrate in writing within a reasonable time, not to exceed forty five (45) business days following the date of the final **Step 2** meeting of the Grievance procedure.

2. As soon as possible but not later than ten (10) business days after the Employer receives a request in writing via email, made pursuant to paragraph 1 above, the selection of an Arbitrator in the manner as mutually agreed to by the parties is as follows.
 - 2.2.1 Each party shall exchange a list of five (5) names obtained from the American Arbitration Association within five (5) business days of the Notice of the request in writing via email. The Arbitrator shall be selected by alternate striking of names with five (5) days of the notice of the request in writing via email. The person whose name is not stricken from the panel shall be the Arbitrator. The party who strikes the first name from the panel shall be determined by lot or other randomizer tool.

 - 2.2.2 The Employer shall notify the Arbitrator of their selection and seek their Agreement to serve, and determine their available dates for hearing. The Employer and the Union will then agree upon the date, time and place of the hearing, and the Employer shall notify the Arbitrator.

 - 2.2.3 If the Arbitrator is not available or is unable to meet the contractual time limits, another Arbitrator from the remaining members of the panel will be selected and notified in the same manner as described above, unless otherwise agreed to by all parties.

3. Within sixty (60) days from the date of the Arbitrator selection in paragraph 2 above (or as mutually agreed upon given the availability of the mutually selected Arbitrator), the Arbitrator will hold a hearing on the question to be Arbitrated, at Which time each party to the Agreement may submit to them such evidence and/or arguments as it desires relative to the question being arbitrated. The Arbitrator will receive and consider any evidence which is relevant to the dispute being arbitrated.

Subject to any orders from the Arbitrator, or at the request of either the Employer or the Union, a stenographic transcript of hearings may be made (in no Agreement then the requesting party pays for the transcript and the non-agreeing party does not get a copy) or written post-hearing briefs may be filed or both. Subject to any orders from the Arbitrator, in any case where written post-hearing briefs will be filed, such briefs will be submitted to the Arbitrator with a copy to the other side within thirty (30) business days from the conclusion of the hearings or the receipt of a transcript, whichever is later. Within thirty (30) days after the conclusion of such hearing, or when applicable after the submission of written briefs, whichever date is later, the Arbitrator shall exercise best efforts to send their written award to each of the parties here to.

4. At the Arbitrator's discretion, in cases involving suspension or discharge the Arbitrator will render an immediate decision and will within fifteen (15) business days after the conclusion of the hearing send their written award to each of the parties there to.
5. The Arbitrator shall have no authority to change, add to, or subtract from this Agreement, or to designate monetary award(s) beyond that to make the Bargaining Unit Employee whole with respect to basic (lost) wages. The Arbitrator's jurisdiction shall extend only to claims of violation of specific written provisions of this Agreement and involve only the interpretation and application of the Agreement.
6. The time periods referred to in this Article exclude Saturdays, Sundays and holidays recognized in this contract Agreement.
7. The compensation and expenses of the Arbitrator and the general expenses of the Arbitration will be borne by the Employer and the Union in equal parts. Each party will bear the expense of its representatives and witnesses.

ARTICLE 10: BARGAINING JOB TITLES

ART DIRECTOR
EXECUTIVE ASSISTANT
COMMUNITY MANAGER

The Company will determine job descriptions whenever a new hiring process is opened according to business needs.

ARTICLE 11: LAYOFFS

The Union will be notified in writing in the event that the Employer deems it necessary to lay off Bargaining Unit Employees due to budgetary constraints, program restructuring or other business reasons. Advance written notice of at least fourteen (14) calendar days will be given to the Union. The Employer shall meet with the Union to discuss over effects.

The layoffs shall occur by inverse order of seniority by job title.

REHIRES/PRIORITY REHIRE STATUS

For a period of three (3) months following the layoff date, former Bargaining Unit Employees from the unit who were laid off pursuant to this Article will be offered re-employment before replacement hires are considered for their former position.

ARTICLE 12: SUBCONTRACTING

The Employer maintains the right to retain temporary workers or subcontractors for discreet projects so long as temporary or subcontracted work lasts no longer than four (4) months.

ARTICLE 13: SUCCESSORSHIP

The Employer agrees to provide the Union with a fifteen (15) calendar day written notice of any agreement to sell the business covered by this Agreement. The Seller will request that the Buyer accepts the Collective Bargaining Agreement and hires all Bargaining Unit Employees as part of the sale. If the Buyer does not wish to accept the Collective Bargaining Agreement or chooses not to retain Bargaining Unit Employees, a Severance payment equal to four (4) weeks of pay according to usual payroll practice will be paid to the affected Employees in addition to any other Severance owed.

ARTICLE 14: MANAGEMENT RIGHTS

The Employer and the Union specifically agree that the Employer shall have the right to direct the workforce and to determine the policies and methods of operating its business, except as expressly limited by the specific provisions of this Agreement. Such Management Rights and responsibilities shall include, but not limited to, the following: the right to select the Employees it will hire: the right to establish or revise work schedules: the right to determine merit increases, through annual performance reviews: to determine the size and composition of its workforce: to determine the number and type of equipment, material, products and supplies to be used or operated; to discipline or discharge Employees for just cause; to maintain efficiency of Employees; to determine assignments of work; to discontinue all or any part of its business operations; to expand, reduce, alter, combine or transfer, promote, assign, or cease any job, department or operation for business purposes; to introduce new, different or improved methods and procedures in its operations, and the right to be the final judge of the qualifications of applicants with the absolute right to determine whom it will hire; to subcontract operations for the efficiency of the business; and to otherwise generally manage the business, except as expressly restricted by the provisions of this Agreement.

ARTICLE 15: UNION REPRESENTATIVES

1. **Union Representatives:** An accredited representative of the Union shall have reasonable access to the Employers facilities on official Union business provided that such access does not unreasonably disrupt operations or Employees working time.
2. **Job Stewards:** The Union shall notify the Employer of the names of all Job Stewards, and their areas of authority and responsibility. The Union shall submit the names within seven (7) calendar days and notify the Employer whenever a new Job Steward has been selected.
3. The Employer recognizes the rights of the Union to designate Job Stewards. Job Stewards have no authority to initiate strike action or any other action interrupting the Employers business in violation of this Agreement. The Job Steward shall be a Bargaining Unit Employee of the Employer. A representative of the Union may serve as an alternate if the Job Steward is unavailable.
4. Job Stewards shall conduct Union duties during unpaid time with the exception of any Company Discipline meetings, investigations or Grievances. The Employer will not unreasonably deny a Job Steward's request to go on an unpaid break to conduct Union business that cannot wait until the Job Steward is outside of their normal working hours.

ARTICLE 16: NO DISCRIMINATION, HARASSMENT, RETALIATION

Both the Employer and the Union will diligently comply with their duties under applicable federal, state and local laws to create and maintain a work environment free from discrimination, harassment and retaliation.

ARTICLE 17: CHARITY DONATIONS

If Adolescent Content chooses to donate money to charity or philanthropy in any capacity, Bargaining Unit Employees and Non Bargaining Unit Employees, management and owners will vote on which organization or philanthropy shall receive the donation. Leadership will facilitate a company-wide vote through appropriate digital channels.

ARTICLE 18: EMPLOYEE REVIEWS

1. Adolescent Content Leadership will conduct performance reviews with Bargaining Unit Employees to assess work performance and give feedback and constructive criticism to employees on or no less than annually. Documentation of each performance review shall be provided to the Employee in writing immediately after the review.
2. Bargaining Unit Employees shall be exit-interviewed by Human Resources on the final day of their employment with Adolescent Content if the Employee permits.

ARTICLE 19: INVESTIGATORY/DISCIPLINARY

A Bargaining Unit Employee shall have the right to be accompanied by one (1) Job Steward or other representative of the Union during an investigatory/disciplinary meeting. An investigatory meeting is defined as a meeting between a representative of the Employer and the Bargaining Unit Employee under circumstances where the meeting could result in disciplinary action against the Employee. A disciplinary meeting defined at such meetings will constitute company paid time if the Job Steward is an active Employee at the company.

ARTICLE 20: HOURS OF WORK AND WORK SCHEDULES

1. Work schedules (hours of work) are established by the Employer per Company handbook. Bargaining Unit Employee work schedules will be made known to the Bargaining Unit Employees at the time of hiring. The Employer will give both the Bargaining Unit Employee and the Union ten (10) business day's prior notice of any further work schedule changes that are anticipated to last more than one work week.
2. A work schedule is the normal hours of work for a Bargaining Unit Employee within a work week.
3. A standard full-time work schedule for regular full-time Bargaining Unit Employees shall be eight (8) hours per day, excluding meal periods, on five (5) consecutive days, Monday through Friday, as assigned upon hire. The working hours for part-time Bargaining Unit Employees shall be clearly stated in each part-time Employees contract.

In addition, Bargaining Unit Employees may be required to work overtime or hours other than those normally scheduled whenever necessary.

Alternate work hours and/or days will be discussed and agreed upon between management and Bargaining Unit Employees, in concurrence with the Union. The Union need not to approve the decision but may grieve it.

ARTICLE 21: MEAL AND REST PERIODS

Lunch, meal, and rest periods will be scheduled in accordance with respective state laws and guidelines. Lunch and meal breaks will be unpaid. Rest periods will be paid in accordance with respective state laws and guidelines.

ARTICLE 22: SENIORITY

Seniority shall be defined as length of continuous service with the Employer, based on date of hire. Bargaining Unit Employees shall only accrue Seniority when they are receiving wages.

ARTICLE 23: DISCHARGES AND SUSPENSIONS

1. Bargaining Unit Employees covered under this Agreement shall not be suspended or discharged except for just cause; with the exception of probationary Bargaining Unit Employees, who may be suspended or discharged at-will in compliance with applicable laws.
2. Any suspension or discharge of a Bargaining Unit Employee requires notification from the Employer of such an act to a Union representative within a reasonable period of time, but in no event later than one (1) week after the suspension or discharge.

ARTICLE 24: OUTSIDE BUSINESS ACTIVITIES

While working with Adolescent Content, Employees shall not, without prior written consent of the Company, engage in any other business activity during working hours, with or without compensation. Notwithstanding the foregoing, such as reasonable amount of time on civic, charitable, and other non-commercial activities, provided such activities do not interfere with Employees duties and obligations under this Agreement.

As a full-time Employee, the Employee is expected to focus full-time attention and effort to the furtherance of the Employers business interest and not to engage in any outside business activities during Adolescent Content work hours that would interfere with such Adolescent Content work.

The Employee may conduct such Outside business, but entirely on the Employees own time and without using any of the Employers equipment, supplies, facilities or Confidential or Proprietary information.

ARTICLE 25: LETTERS OF RECOMMENDATION

In the case that a Bargaining Unit Employee requests a letter of recommendation from a fellow Employee at Adolescent Content, they will seek such recommendation from a department supervisor or higher.

ARTICLE 26: DISCLOSURE OF EMPLOYEES HOURS

Adolescent Content leadership will require all Employees to publicly disclose their approved working hours on the Company's digital calendar. Adolescent Content leadership will post in the appropriate Slack channels when any planned or unplanned deviation from these hours occurs.

ARTICLE 27: HEALTH AND SAFETY

If required to work on-site or at a special location, the Employer will provide safe working conditions and will instruct its Bargaining Unit Employees in safe methods and practices of performing their work through a defined safety program scheduled on Company paid time.

ARTICLE 28: WORK RULES

The Employer reserves the right to promulgate and implement work rules and standards of conduct. The Employer will notify, in writing, the Union at least two (2) weeks prior to the implementation of any new work rules affecting Bargaining Unit Employees. The Union reserves the right to grieve any work rules that are in violation of this Agreement.

ARTICLE 29: FULL-TIME VACATION

Years of Service Completed

Number of PTO Vacation Time

0 to less than 3 years	5 days (40 hours)
3 to less than 5 years	7 days (56 hours)
5+ years	10 days (80 hours)

Bargaining Unit members, both Full-time Hourly and Full-Time Salary, earn paid vacation time for each year worked according to the following schedule to be accrued every January 1st.

PTO will be accrued in hours. Bargaining Unit Employees will have the option to use PTO time for full or partial days.

Unused vacation time will be rolled over to the following year. Maximum accrual of 10 days.

Unused vacation days will be paid out upon termination of employment whether voluntary or involuntary.

New Employees:

All newly on boarded Bargaining Unit members, both hourly full-time and salary full-time will be awarded their vacation time in full after their ninety (90) day probationary period ends.

Scheduling Vacation Time:

Requests for vacation time should be made four (4) weeks in advance and communicated to the Employees direct supervisor and the operations team via email and then entered into Just works by the Employee.

To be eligible for vacation an Employee must work an average of thirty two (32) hours per week.

ARTICLE 30: HOLIDAYS

The following days are observed as paid holidays for all Bargaining Unit Employees.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Years Eve

Two (2) personal paid days to be used for any day of religious, cultural or personal significance to the Bargaining Unit Employee. These personal paid days will be given on the first day of employment and will reset annually. They do not carry over and must be used in the year accrued.

When a holiday falls on a Saturday the preceding Friday will be observed. When a holiday falls on a Sunday the following Monday will be observed. Holiday pay is not granted for a holiday immediately preceding the first day of employment or for a holiday immediately following the last day worked. Holiday pay for hourly full-time Employees who are required to work on holidays observed by the Employer has two (2) components.

1. The Employees straight hourly rate plus compensation for all hours worked.
 2. Holidays that fall during a scheduled vacation do not count as vacation used
- All Bargaining Unit Employees will be paid for time off when the office closes at the end of the year

ARTICLE 31: RESIGNATION

Bargaining Unit Employees will give a minimum two (2) week notice in the event that they are not able to give a thirty (30) day courtesy notice to the Employer, Any notice of resignation shall be given to the Employees direct supervisor and/or Human Resources manager in writing (via email).

The Employer shall not retaliate and the Employee shall remain employed at Adolescent Content until the end date specified in the written notice.

Employees that have been given a minimum of two (2) weeks' notice will receive their final paycheck on their last day of Employment.

In the case that an Employee is unable to give advance notice of resignation, the Employer will issue the Employee's final paycheck within seventy two (72) hours of their last day of employment.

ARTICLE 32: NON COMPETE CLAUSE

Employees will not, directly or indirectly, solicit or attempt to solicit any business from any Company clients nor represent any artist with whom the Company represented during the Employees tenure at the Company.

ARTICLE 33: EMPLOYEE BENEFITS

Health Benefits will be provided by the Employer. Employers will provide 100% of health benefits cost for 2023. Employees will contribute 20% of the premium cost for health benefits in 2024 and 2025.

ARTICLE 34: TIMEKEEPING

Employees may be required to record their time worked, for such reasons as attendance, tardiness, client billing, time off for personal business, or other operational reasons.

ARTICLE 35: VIRTUAL WORK SITE

All Bargaining Unit Employees are expected to work from their homes or a designated office location at their computers with strong Wi-Fi for their scheduled work day. Bargaining Unit Employees are expected to be available via Slack and via Video Conferencing Software.

All Bargaining Unit Employees are expected to be on video during client calls and internal team calls. Repeated disabling of one's video on Zoom will be considered absenteeism and may be subject to disciplinary action.

ARTICLE 36: RETIREMENT PLAN

Bargaining Unit Employees will continue to have the option to participate in the Employer's 401k program pursuant to its current terms. Any changes to the retirement plan will be provided by the Employer to the Union before implementation.

ARTICLE 37: SIGNING BONUSES

Upon ratification of the contract, all current Bargaining Unit Employees will receive a \$50 signing bonus payable through payroll.

ARTICLE 38: WAGE SCALES

JOB TITLES	RATIFICATION	1/1/24	1/1/25
------------	--------------	--------	--------

Art Director	4% increase	4%increase	5%increase
--------------	-------------	------------	------------

Executive Assistant	4% increase	4%increase	5%increase
---------------------	-------------	------------	------------

Community Manager	4%increase	4%increase	5%increase
----------------------	------------	------------	------------

All newly Bargaining Unit positions salaries/wages will be bargained for with the Union and the Employer before publicly posting job.

ARTICLE 39: PAY FOR LABOR RELATIONS WORK

1. Collective bargaining meetings for effects bargaining shall be attended by not more than three (3) representatives of the Union and not more than an equal number of Employer representatives. Such meetings shall be held at the request of either party and the subject matters to be taken up in such meetings by either party shall be outlined in a written notice given to the other party at least seven (7) business days prior to such meeting; provided, however, that said seven (7) business days written notice may be waived by mutual consent of the parties.

2. Representatives of the Union covered by this Agreement may attend Grievance conferences with representatives of the Employer in accordance with the following provisions of this section without loss of pay at straight time subject to the following conditions:

2.1 Pay shall be allowed only if such meetings are held during such Job Steward's scheduled working hours and only if such Bargaining Unit Employees would have worked had they not attended such meetings.

2.2 The time paid for shall be limited to actual meeting time plus necessary time, if any, spent during scheduled working hours in traveling between the Job Steward's work location and the Grievance conference.

2.3 Pay shall be allowed for Grievance meetings for not more than one (1) Bargaining Unit Employees at **Step 1**.

2.4 Such time paid for in accordance with the above shall be considered as time worked.

2.5 No deduction from credited service will be made for representatives of the Union covered by this Agreement for attendance at Collective Bargaining meetings.

ARTICLE 40: SEVERANCE PAY

1. Employees who leave Adolescent Content for the following reasons shall be paid a severance allowance:

1.1 Those who are laid off.

1.2 Those who become permanently disabled and can no longer work.

2. Severance payout will accrue according to the following schedule determined by the Bargaining Unit Employee's tenure or time employed by the Company:

Years of Service	Severance Pay
Less than one (1) year	No severance pay
More than one (1) year but less than five (5) full years of service	One (1) week of pay for each full year of service
More than five (5) full years of service	One (1) week of pay for each full year of service up to five (5) years, then two (2) weeks of pay for the sixth (6) full year of service and all full years of service thereafter

All severance payments will be made according to the Company's usual payroll practices. Salaried Employees will be paid at their weekly rate (assumes five (5) work days per week). The weekly rate is determined by dividing the annual salary by fifty two (52).

Full-time hourly Employees weekly pay will be equivalent to eight (8) hours of their normal pay time five (5) days at their normal hourly rate of pay.

ARTICLE 41: PAID SICK LEAVE

1. Adolescent Content provides sick leave when Bargaining Unit Employees are ill. All Bargaining Unit Employees will receive one (1) sick day accrued every six weeks. In the event that a Bargaining Unit Employee begins during the year, their sick pay will be prorated.
2. Paid sick leave may be used for absences due to the diagnosis, care, or treatment of a health condition of, or preventive care for, the Employee. Paid sick leave may also be used for specific purposes by an Employee who is the victim of domestic violence, sexual assault, or stalking or any use paid sick leave authorized pursuant to the California Labor Code. Paid sick leave shall not be used for vacation days.
3. Each calendar year, a Bargaining Unit Employee may use paid sick leave for absences due to the diagnosis, care, or treatment of an existing health condition of, or preventive care for, a Bargaining Unit Employees family member. For the purpose of this policy, "family member" means (a) a child, (b) a biological, adoptive, or foster parent, stepparent, or legal guardian of a Bargaining Unit Employee or the Employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Participant was a minor child, (c) a spouse, (d) a registered domestic partner, (e) a grandparent, (f) a grandchild, or (g) a sibling. A "child" includes a biological, adopted, or foster child, stepchild, legal ward, a child to whom the Bargaining Unit Employee stands in loco parentis or child of a registered domestic partner.
4. Where the need to use paid sick leave is foreseeable, reasonable advance notice from the Bargaining Unit Employee to the Employer will be provided. Where the need for paid sick leave is not foreseeable, notice may be provided as soon as practicable. Notice may be provided in writing to the Bargaining Unit Employees supervisor.
5. Leave under this policy may run concurrently with leave taken under other applicable policies and under local, state, or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).
6. All Bargaining Unit Employees can carry over up to a total of six (6) days of unused sick leave from one year to the next. In the event of termination of Employment, Employees are not compensated for unused

ARTICLE 42: TIME OFF FOR SCHOOL VISITS

School-Related Activities Leave/Unpaid Family School Partnership Leave, Bargaining Unit Employees may participate in the school activities of their child(ren). Such absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one (1) to twelve (12) may take time off for a school activity;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If both parents are employed by the Company, the first Employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by their supervisor.
- Employees will take the time off without pay except where required by law
- Employees must provide their supervisor with documentation from the school verifying that the Employee participated in a school activity.

Attendance at Suspended Child's School

In accordance with California state law, the Company provides Bargaining Unit Employees with time off to attend a portion of a school day at a suspended child's school. To qualify for such leave, The Employee must have received written notice from a school administrator that their appearance is required. The Employee must give their manager as much advance notice as possible of the need for leave and must provide a copy of the written notice from a school administrator.

ARTICLE 43: BEREAVEMENT LEAVE

The Company will provide two (2) days of paid leave and an additional two (2) days of unpaid leave to a Bargaining Unit Employee in the event of a death in the immediate family of the Employee. For purposes of this policy, immediate family is defined as the spouse, registered domestic partner, child, parent, sibling, or grandparent of the Employee. The Company reserves the right to request verification of the need for bereavement leave, which may include but is not limited to documentary death certification (i.e. death certificate, obituary, funeral program, etc.)

ARTICLE 44: BENEFITS DURING LEAVE

Bargaining Unit Employees on Family Medical Leave, Pregnancy-Related Disability Leave or Workers' Compensation Leave may continue their participation in any health plans in which they were enrolled before the first day of the leave, for up to twelve (12) work weeks or longer where required by law on the same terms and conditions as those for active Bargaining Unit Employees. Thereafter, Bargaining Unit Employees may continue their group health insurance coverage through the Employer by making monthly payments to the Employer for the amount of their Employee premium(s).

ARTICLE 45: CRIME VICTIM LEAVE

A Bargaining Unit Employee who is them self a victim or who is the family member of a victim of a violent felony or serious felony may take time off from work under the following circumstances:

The crime must be violent or serious felony, as defined by law; and the Bargaining Unit Employee must be the victim of a crime, or they must be an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. An immediate family member is defined in this policy as: a spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, and stepfather. Registered domestic partner means a domestic partner who is registered in accordance with California state law. The absence from work must be in order to attend judicial proceedings related to a crime listed above. Before the Bargaining Unit Employee is absent for such a reason, they must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office. If advance notice is not possible, the Bargaining Unit Employee must provide appropriate documentation within a reasonable time after the absence.

Any full-day absence from work to attend judicial proceedings will be unpaid.

ARTICLE 46: DOMESTIC VIOLENCE AND SEXUAL ASSAULT VICTIM LEAVE

Bargaining Unit Employees who are victims of domestic violence are eligible for leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child.

- The Employee should provide notice and certification of your need to take a leave under this policy. Certification may be sufficiently provided by any of the following
- A police report indicating that the Employee was a victim of domestic violence
- A court order protecting or separating the Employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the Employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The Company will, to the extent allowed by law, maintain the confidentiality of an Employee requesting leave under this provision.

The length of leave an Employee may take is limited to twelve (12) weeks. An Employee may use up to ten (10) days of unpaid time off for this type of leave, unless they have already done so in the same calendar year.

ARTICLE 47: JURY AND WITNESS DUTY LEAVE

The Company encourages Bargaining Unit Employees to fulfill their civic responsibilities by serving Jury Duty when required. If you are required to report for jury duty, please provide a copy of the summons to your supervisor as early as possible so that the supervisor can make arrangements to accommodate your absence.

Employees are expected to report for work whenever the court schedule permits. Either the Company or the Employee may request an excuse from jury duty, in the Company's judgment, the Employee's absence would create serious operational difficulties. The Employee should notify their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You must provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

Witness Duty

If you receive a subpoena to appear in court, please notify your manager immediately. You are expected to return to work as soon as your service as a witness is completed.

Pay During Jury and Witness Leave

The Employee will be paid up to two (2) days of Jury Duty or Witness Duty service. All remaining days will remain unpaid.

ARTICLE 48: PAID TIME OFF FOR VOTING

Bargaining Unit Employees who want to vote in a statewide or national election but do not have sufficient time outside their regular working hours to do so, may request time off from work for up to two (2) hours to vote without loss of pay. Time off should be at the beginning or end of the Employees regular working shift, whichever allows the most time for voting and the least time away from work. A Bargaining Unit Employee should request time off to vote from their supervisor at least two (2) days prior to an election day.

ARTICLE 49: PERSONAL LEAVE OF ABSENCE

Any Bargaining Unit Employee who has completed their probationary period as defined in this Agreement, has exhausted all accrued vacation time and is not eligible for family care or medical leave, or has exhausted other applicable type of leaves, may request a personal leave of absence, without pay, for a period not to exceed sixty (60) calendar days. Any such request must be in writing and must be approved by the Bargaining Unit Employees supervisor and to Human Resources.

Approval of such a request is discretionary and will ordinarily occur only when compelling circumstances exist and staffing permits. During the leave, the Bargaining Unit Employee will not accrue any time off benefits. Bargaining Unit Employees who desire to maintain their insurance benefits during the period of personal leave must pay the full cost of their health benefits and are required to make monthly payments. Bargaining Unit Employees whose unpaid personal leave of absence exceeds sixty (60) days will be removed from Adolescent Contents insurance and offered coverage under COBRA. Upon conclusion of the personal leave of absence, Adolescent Content will return the Bargaining Unit Employee to their former position. Any Personal Leave of Absence beyond sixty (60) days does not guarantee that the Employee will return to their former position.

ARTICLE 50: TECHNOLOGY STIPENDS

Given the remote nature of the Adolescent Content workplace, Adolescent Content Bargaining Unit Employees are entitled to internet connectivity/cellular stipend if their position requires it.

Bargaining Unit Employees who are required to use their personal technology devices to fulfill their job expectations are entitled to either a designated work device or a stipend covering the cost of and recurring cellular and/or WIFI bills for service. Such devices include but are not limited to smartphones and computers.

The Employer will contribute a \$75 monthly stipend to be included in payroll to Employees that use their personal devices and personal WIFI and/or cellular line in order to conduct Company business.

SECTION 7: DISTRIBUTION OF AGREEMENT

The Employer will furnish electronic copies of the Agreement to all Bargaining Unit Employees within ninety (90) days of ratification via email.

SECTION 8: MEMORANDUM OF AGREEMENT (MOA)

The Union and Adolescent Content agree that any new titles created by the Company that are not considered Confidential positions or management positions shall be automatically recognized into the Bargaining Unit if they meet all of the following three (3) criteria.

- The position is not considered to be a confidential position. A Confidential position is understood as a position that has access to budgetary, financial, Human Resources, accounting, staffing, or other Confidential information;
- The position is not considered to be a managerial position. A managerial position is understood as any role where a person oversees another person-or group of people-or any role that might oversee the operation of a specific function with the Company.
- The position is not temporary or project based. Temporary or project based are understood as positions tied to a specific client or project with a duration no longer than four (4) months.

Newly created Bargaining Unit positions that meet all three (3) of the preceding criteria will be notified to the Union within thirty (30) days of hire. All newly Bargained Unit positions salaries/wages will be bargained for with the Union and Employer before publicly posting the job.

