

Collective Agreement

between

BuzzFeed

and



Canadian Media Guild

La Guilde canadienne des médias

CWA/SCA CANADA

October 8, 2021 to October 8, 2024

employee had been based and that BuzzFeed wishes to fill, and if the employee is qualified for it, they will be offered a recall, including for available contract positions.

- 17.4 Where more than one laid off employee is qualified for an available position, BuzzFeed will offer the position to the best qualified applicant, based on the applicant's qualifications, skills and abilities, and seniority as determined by BuzzFeed in its sole and absolute discretion.
- 17.5 BuzzFeed will notify an eligible employee of each such opportunity for recall via personal email and registered mail to the addresses that it has on file. It is the responsibility of the employee to provide their correct personal email address and mailing address to BuzzFeed. When notified of a recall opportunity, an employee will have five (5) working days to respond to the offer of recall, after which they will be deemed to have given up their right to recall to the available position.
- 17.6 If no one on the recall list has the required qualifications for an available position or if no one on the recall list accepts recall to the position, the position will be filled in the normal manner.

ARTICLE 18 – SEVERANCE

- 18.1 BuzzFeed will pay severance to its permanent employees, excluding fixed term employees, at a rate of one (1) week for every six (6) months of service, with a minimum of four (4) weeks of severance and a maximum of sixteen (16) weeks of severance, or, if greater, the severance based upon the provisions of the *Canada Labour Code*.
- 18.2 The employee may decide at any time to give up their recall rights and receive their full severance.
- 18.3 In the event that a layoff is permanent, the employee will receive their severance as provided in Article 18.1.

ARTICLE 19 – EDITORIAL INDEPENDENCE

- 19.1 News employees in editorial positions shall not be required to work on content for which any editorial control rests with a third party or brand. Such employees shall also not be required to participate in the creation of sales pitches to advertisers.
- 19.2 BuzzFeed will discuss any planned changes to editorial decision-making affecting news employees at the Joint Committee prior to adopting such changes.

ARTICLE 20 – CONFLICT OF INTEREST AND RE-USE OF WORK

- 20.1 Employees must request approval to perform outside work (“Outside Work”).
- 20.2 BuzzFeed will approve of Outside Work if BuzzFeed determines, in its sole and absolute discretion, that: (1) the Outside Work does not create an apparent or actual business, reputational, ethical or journalistic conflict of interest; or (2) the Outside Work does not interfere with the employee’s ability to perform their duties for BuzzFeed.
- 20.3 In making requests for approval to perform Outside Work, the employee will follow the approval process established by BuzzFeed, which may include, among other things, a description of the Outside Work, the time the Outside Work is expected to take, the third party for which the Outside Work is to be performed, and the date and time by which the employee requests a response in order to accept the Outside Work if approval were granted.
- 20.4 BuzzFeed will respond to these requests promptly.
- 20.5 Personal or unpaid publishing that does not create an apparent or actual business, reputational, ethics or journalistic conflict with BuzzFeed, or volunteer activities for non-profit organizations that do not have the potential to create an apparent or actual business, reputational, ethical or journalistic conflict, do not need prior advance approval.
- 20.6 If an employee wants to create a new work that is derivative of work the employee developed or created for BuzzFeed, or is otherwise based upon BuzzFeed intellectual property, an employee must in all such cases obtain express written permission from BuzzFeed, and whether to grant permission shall be determined by BuzzFeed in its sole and absolute discretion. Nothing herein shall be construed to limit or waive the rights of BuzzFeed under the PIIA agreement that it entered into with the employee, and to the extent that there is a conflict between this Section and the PIIA, the PIIA shall govern. If, however, BuzzFeed and an individual employee negotiate a written agreement that grants the employee rights that differ from the PIIA, then that agreement will prevail with respect to the differences.

ARTICLE 21 – EMPLOYMENT STATUS

Permanent Employees

- 21.1 BuzzFeed is committed to maintaining a permanent workforce.
- 21.2 The Union, however, recognizes the need for additional flexibility in how individuals are engaged to meet the requirements of BuzzFeed’s business.
- 21.3 Accordingly, the Union agrees that, in addition to permanent employees, BuzzFeed may hire employees on a fixed term basis.

Fixed Term Employees

- 21.4 BuzzFeed may hire employees for a fixed term, instead of permanently, where the work to be performed is for a limited duration of time and/or the long-term need for permanent employees is uncertain:
- (a) To backfill positions occupied by permanent employees who are absent (e.g., sick leave, leave of absence, secondment, etc.);
 - (b) To respond to work emergencies;
 - (c) To augment permanent staff in circumstances requiring additional resources and/or unique skills not readily available within the normal staff complement;
 - (d) To staff projects or support contractual partnerships that are of a defined length; or
 - (e) To fill in where a vacant position is being assessed, a posting is in process, or a good faith job search is pending.
- 21.5 BuzzFeed will act reasonably under the circumstances to ensure that employees are not subject to multiple, consecutive contracts to avoid permanent employment. Where the need for a permanent employee is uncertain because the funding source may or may not renew an engagement, BuzzFeed will advise the fixed term employee and the Union in advance, to the extent practicable, whether or not the contract will be renewed. Notwithstanding the foregoing, fixed term contractors shall not have their contracts extended beyond thirty (30) months and instead would be subject to conversion at that time to permanent employee status.
- 21.6 Fixed term employees will not be hired to avoid the hiring of permanent employees, the filling of a vacancy for a permanent job or to eliminate or displace permanent employees.
- 21.7 If a fixed term employee is converted to a permanent employee, the time spent as a fixed term employee will be credited towards that employee's length of service at BuzzFeed for all purposes.
- 21.8 The salary of fixed term employees will be negotiated directly between BuzzFeed and fixed term employee candidates. In no event shall the salary be less than the minimum of the salary band for the applicable position.
- 21.9 Fixed term employees shall receive all applicable statutory entitlements prescribed by the *Canada Labour Code*.
- 21.10 In the event a fixed term employee is terminated prior to the agreed term, they will receive two (2) weeks' notice or statutory notice (whichever is greater), or pay in lieu

of notice, and any statutory severance payments that are required pursuant to the *Canada Labour Code*.

- 21.11 The fixed term employee is deemed to be represented by the Union and Union dues will be deducted at the source.
- 21.12 Recall rights (six months) will apply to fixed term employees, provided that they are qualified for the potential recall position. Where more than one laid off fixed term employee is qualified for an available position, BuzzFeed will offer the position to the best qualified applicant, based on the applicant's qualifications, skills and abilities, and seniority as determined by BuzzFeed in its sole and absolute discretion.
- 21.13 The terms of a fixed term employee's employment shall be memorialized in a written contract, and will include the customary provisions (including but not limited to job responsibilities, salary and start and end date). Information regarding fixed term employees will be provided to the Union in accordance with Article 25.

Independent Contractors

- 21.14 BuzzFeed may contract individuals, who are not classifiable as "employees", to perform services on a non-employment, independent contractor basis.
- 21.15 Independent contractors are not subject to this Agreement. If a dispute arises regarding the classification of a worker as an independent contractor, the Union may grieve the classification.

ARTICLE 22 – WORK EQUIPMENT AND EXPENSE REIMBURSEMENT

- 22.1 In accordance with applicable policies, BuzzFeed will determine and provide employees with the equipment and services necessary to perform their duties.
- 22.2 All approved business expenses incurred by an employee will be reimbursed in accordance with BuzzFeed's applicable reimbursement policy.
- 22.3 Employees will be reimbursed for reasonable costs incurred due to business travel in accordance with BuzzFeed's applicable business travel policy. In the event that BuzzFeed changes an applicable business travel policy, notice will be provided to the Union.
- 22.4 An employee who is required and authorized to use their personal vehicle for business use will be reimbursed at the applicable "automobile allowance rates", as defined by the Canada Revenue Agency, for the applicable year.
- 22.5 News employees will be entitled to a CAD\$60 monthly stipend for cellular phone bills. In the event that BuzzFeed changes an applicable cellular phone policy, notice will be provided to the Union.

- 22.6 If an employee is issued a cellular phone by BuzzFeed and BuzzFeed pays for the corresponding cellular phone bill, the employee shall no longer be entitled to any related cellular phone stipends.

ARTICLE 23 – HEALTH, SAFETY AND ENVIRONMENT

- 23.1 BuzzFeed and the Union fully support providing employees with a safe and healthy working environment and the development of operations, procedures, techniques, technologies and programs conducive to such an environment and designed to prevent illnesses and injuries.
- 23.2 BuzzFeed shall abide by its health and safety obligations under the *Canada Labour Code*, the *Canada Occupational Health and Safety Regulations* and all applicable laws.

ARTICLE 24 – CREDITS

- 24.1 A reporter's or writer's byline or credit line shall appear in connection with published written work to which the reporter or writer (in the case of editorial content only, not branded or entertainment content) has materially contributed.
- 24.2 Video credits for editorial content shall be handled consistent with current practices, which may change from time to time in BuzzFeed's sole and absolute discretion.
- 24.3 A reporter's byline or credit line shall not be used over the reporter's protest, provided that the reporter notifies BuzzFeed with the details of their concerns to discuss the matter. If, after that discussion with BuzzFeed, the reporter continues to request that their byline or credit line not be used, then BuzzFeed (in the case of a single byline story) will not publish the story, will publish it without a byline (i.e., "by BuzzFeed News"), or will re-assign it to a different reporter, in BuzzFeed's sole and absolute discretion.

ARTICLE 25 – UNION REPRESENTATION

- 25.1 The Union will advise BuzzFeed in writing of the names of all Union representatives within the bargaining unit.
- 25.2 Up to three (3) representatives total, but only one (1) representative at a time, from the bargaining unit will be provided with time off without loss of pay to conduct necessary business administering the contract (including grievance handling) upon receiving permission from their immediate manager, who will act reasonably in granting such permission.
- 25.3 Up to three (3) representatives from the bargaining unit will be provided with time off to attend collective agreement bargaining. The Union shall provide BuzzFeed with the

list of representatives who will be attending bargaining in advance. Such representatives will obtain corresponding approval from their managers to attend, in order to ensure that work is completed as required. BuzzFeed will make every reasonable effort to ensure that representatives can attend bargaining.

25.4 Joint Committee

A joint committee shall be established comprised of two (2) members of the bargaining unit and at least one (1) representative of BuzzFeed to discuss and address issues/concerns that arise in the workplace that are not the subject of an outstanding grievance. The committee will not change the Agreement. The primary purpose of the committee is to foster good communication and problem-solving between BuzzFeed and the Union. The joint committee will meet every four (4) months, or more frequently if mutually agreed.

25.5 Subject to availability and upon reasonable advance request by the Union, BuzzFeed will provide space in its offices to allow a meeting of bargaining unit employees, provided that there be no more than one (1) meeting per quarter and that the meeting last no longer than one (1) hour. A Union staff representative will have access to the BuzzFeed premises, if available and upon reasonable request, to carry out their duties.

25.6 Upon notification from the Union, unpaid time off shall be granted (subject to managerial approval in the same manner as approval for other time off from work) to an employee elected or appointed delegate to conventions of the Union. No more than two (2) employees at any one time may be on leave under this article, and the length of each employee's leave may not exceed four (4) days in a calendar year.

25.7 The Union may post notices about Union matters in workspaces frequented by employees and designated by BuzzFeed for such purpose.

25.8 Information to the Union

25.8.1 On an annual basis, no later than January 31 of each year, BuzzFeed will provide an electronic file with an up-to-date list to the national office of the Union that includes the following information for each employee:

- Name
- Home address
- Personal email address
- Gender
- Date of continuous service
- Employment status
- End date (if any)
- Salary
- Participation in the benefits plans
- Any other monetary compensation with description

25.8.2 On a monthly basis, BuzzFeed shall provide an electronic report to the national office of the Union with the following information for each employee:

- Name
- Classification/Position
- Department
- Salary
- Dues deducted in the previous month
- Employment status
- Date of hire
- End date (if any)

In addition, the monthly report will include a list of employees who were hired, dismissed, laid off, resigned or on leave during the previous month.

25.9 Union Dues

BuzzFeed agrees to deduct from every employee the amount of monthly dues uniformly levied in accordance with the bylaws of the Union and owing by the employee to the Union. Deductions shall be made from each pay and shall be forwarded to Union no later than the final day of the month, following the month for which the dues are deducted.

Deductions will commence for each current employee upon written request from the Union and beginning with the first day of employment for every new employee.

25.10 An employee who is elected to a Union office or who accepts work with the Union on a full-time basis for any period of time less than three (3) years will, subject to manager approval, be placed on a leave of absence without pay, benefits and vacation. Any unused vacation will be paid out at the beginning of the leave and it is understood that the employee will not earn vacation credits while on such Union leave of absence. The time spent on the leave will count as service for all purposes, including for the purpose of vacation entitlements.

At the end of such leave, the employee has the right to return to their position if it still exists. If there is no vacancy for which the employee is qualified, they will be laid off according to Article 17, Layoffs.

ARTICLE 26 – NO STRIKES OR LOCKOUTS

26.1 BuzzFeed agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement. The Union agrees that neither it nor its representatives will authorize or cause any strike or any other stoppage, total or partial, of BuzzFeed's operations for the duration of this Agreement.

ARTICLE 27 – TRAINING

- 27.1 BuzzFeed and the Union recognize the importance of training and career development and the benefits they provide to employees and BuzzFeed.
- 27.2 Employees will have access to participate in training programs provided to their team or department co-workers in the United States either in person (if approved by an employee’s manager) or via a suitable online alternative.

ARTICLE 28 – SURVEILLANCE

28.1 Section 1 – BuzzFeed-owned devices

BuzzFeed will not actively track employee’s physical location on BuzzFeed-owned equipment unless such tracking is: (i) required by law, regulation or court order, (ii) used to recover BuzzFeed equipment, (iii) necessary to address health, safety and/or insurance requirements or concerns (e.g., managing safety when a reporter is working in a dangerous environment or on a high risk assignment), (iv) related to the functioning of security, access controls, threat detection and other mechanisms that are embedded in IT systems, including hardware, software and cloud-based applications that passively record certain data (e.g., activity logs that collect IP address and time zone information or multi-factor authentication push notification management), (v) pertinent to an investigation, discovery obligations or law, or (vi) done with the agreement of the employee.

BuzzFeed will continue the practice of not disciplining employees for lawful incidental personal use of BuzzFeed-provided equipment and devices.

28.2 Section 2 – Employee-owned devices

BuzzFeed will not surveil, search, or track employee-owned devices, other than as: (i) required by law, regulation or court order, (ii) necessary to address health, safety and/or insurance requirements or concerns (e.g., managing safety when a reporter is working in a dangerous environment or on a high risk assignment), (iii) related to the functioning of security, access controls, threat detection and other mechanisms that are embedded in IT systems, including hardware, software and cloud-based applications that passively record certain data (e.g., activity logs that collect IP address and time zone information or multi-factor authentication push notification management), (iv) pertinent to an investigation, discovery obligations or law, or (v) done with the agreement of the employee.

28.3 Section 3 – Tool and Agents

Employees shall not install and/or remove specific software tools or applications on BuzzFeed devices requiring and/or tied to personal logins for file storage or other tools that exfiltrate data or synchronize devices with third party platforms.

BuzzFeed will comply with federal privacy legislation with respect to the collection, use, storage and security of employee data.

BuzzFeed shall not install surveillance devices in the office, except to the extent necessary for security of the workplace and, if it does, BuzzFeed will inform employees.

ARTICLE 29 – ASSIGNMENT AND PERFORMANCE

- 29.1 BuzzFeed shall have sole authority to determine and modify the number and qualifications of staff, scheduling, responsibilities and assignment of employees; to evaluate and determine the content of employee valuations; to determine the processes and criteria by which the performance of employees is evaluated; and to establish and require employees to observe BuzzFeed policies, rules and regulations.
- 29.2 BuzzFeed is committed to helping employees perform their jobs to the standards required. If an employee is unable to meet required standards, the employee's manager should consult with Human Resources in developing an approach (e.g., depending on the circumstances, providing training, feedback and/or coaching) to help the employee resolve the performance issues over a reasonable period of time. Managers and employees should, where appropriate, discuss work-related matters, including performance issues, directly and informally before moving to more formalized discipline.
- 29.3 BuzzFeed will continue to maintain its current performance appraisal system, or one that is substantially similar, with the goal of providing on-going feedback to the employee throughout the year and a formal written appraisal at least once a year.

ARTICLE 30 – REMOTE WORK

- 30.1 BuzzFeed currently does not have a Canadian office, and, given this, employees based in Canada will work from home unless and until a physical office is reestablished, with the exception of employees who, from time to time, are required to work in a production studio and/or to cover stories in the field when necessary.
- 30.2 So long as there is no office in Canada, employees whose work responsibilities do not require periodic in-person studio attendance in Toronto will be entitled to work from any location within Canada provided that doing so will not prevent them from working and/or being available during Toronto business hours when required by their manager.
- 30.3 In the event that an employee who is working at home is required to attend an occasional meeting or occasional work activity in person at BuzzFeed's premises in Toronto, BuzzFeed will give the employee as much notice as is practicable.

30.4 Where BuzzFeed seeks to cancel a work from home arrangement, BuzzFeed shall provide notice to the affected employee(s) in writing with as much notice as is practicable and no less than one (1) month prior to the proposed cancellation.

30.5 In the event that BuzzFeed reestablishes a Canadian office, employees will have the right to request a continued work from home arrangement. BuzzFeed shall consider such requests in its discretion, taking into account the operational and other needs of the business. A decision to deny any such request will be provided within fifteen (15) days of receipt of the request. In such a situation, if the employee declines to work from BuzzFeed's premises and BuzzFeed is not agreeable to having the employee continue to work from home:

- if, when the employee was hired, the employee was living outside of the Greater Toronto area, the employee will be laid off and will have recall rights and be entitled to severance under Article 18. However, if at the time of the employee's hire, the parties had agreed that the employee would relocate to the Greater Toronto area, the employee will not have recall rights and will not be entitled to severance under Article 18.
- if, when the employee was hired, the employee was living in the Greater Toronto area, the employee will be laid off but will not have recall rights or be entitled to severance under Article 18.

In all circumstances, BuzzFeed will make every effort to act reasonably and fairly in the circumstances.

ARTICLE 31 – WORK OF THE BARGAINING UNIT

31.1 BuzzFeed will not regularly permit any manager of BuzzFeed to do any tasks or duties normally performed by members of the bargaining unit. BuzzFeed will not take any action that would erode bargaining unit rights. BuzzFeed will also not contract out bargaining unit work to any other third-party organization where doing so reduces the work of bargaining unit employees except in and only for the duration of an emergency, or as otherwise expressly permitted in this Agreement.

ARTICLE 32 – DURATION

32.1 The Agreement will run for 3 years from the date of ratification:

Term of the Agreement: October 8, 2021 to October 8, 2024

DATED at Toronto, Ontario, this 3rd day of November, 2021.

FOR THE UNION

FOR THE EMPLOYER

DocuSigned by:
Katherine Lapointe
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Katherine Lapointe

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LETTER OF UNDERSTANDING #1 – TEMPORARY COVID-19 MONTHLY STIPEND

BuzzFeed employees are currently in receipt of a CAD\$143 monthly stipend, intended to cover work from home expenses (including, among other things, cellular phone bills and internet service). As such, there is no payment for cellular phone bills referenced in Article 22.5 of the Agreement. The parties acknowledge that the CAD\$143 monthly stipend is a temporary measure. BuzzFeed will notify the Union if any changes occur with respect to the CAD\$143 monthly stipend or its continuance. At present, the CAD\$143 monthly stipend is scheduled for discontinuance on August 31, 2021.

LETTER OF UNDERSTANDING #2 – GENERAL MATTERS: WORK OF THE BARGAINING UNIT

The Union and BuzzFeed understand that because of the size of the bargaining unit, and because from time-to-time BuzzFeed will need to hire third-party businesses to do work that cannot be done within the unit, such third-party engagements are permissible. For illustrative purposes, and without limiting the foregoing, BuzzFeed has and shall continue to engage third-party production companies.

The Union and BuzzFeed agree that the majority of Kat Angus' job is non-unionized, but from time-to-time she will do work that would be classified as bargaining unit work. The Union recognizes that her fundamental role is that of a traditional supervisor in that she evaluates staff and their performance and has authority over them for discipline purposes.

The Union and BuzzFeed also agree that the unit may contain from time-to-time employees who have access to confidential business information but whose jobs are mostly bargaining unit work. At this point in time, the unit contains two such employees (Sarah Aspler and Liza Hicks) who from time-to-time may have access to confidential business information. However, over the period of this Agreement, their responsibilities may shift to become mostly non-bargaining unit work (with a small portion of responsibilities still remaining in the unit). If that were to occur, the parties agree to review their roles and status.

LETTER OF UNDERSTANDING #3 – WAGES AND CLASSIFICATIONS

When Global Content independent contractor work is available, Alice Prendergast, Kaysey Davis and Victoria Kuglin may seek to perform and will be reasonably considered for that work on an independent contractor basis. No such work shall take place during normal working hours, nor shall it be considered bargaining unit work subject to the Agreement, including, but not limited to, overtime. The employees listed above agree that there is no guaranteed independent contractor work and that it will vary from time-to-time, and may cease at some point in the future depending upon the business needs of BuzzFeed. New bargaining unit employees shall not be eligible for these assignments.

If BuzzFeed determines that the independent contractor work of Alice Prendergast, Kaysey Davis and Victoria Kuglin is deficient for any reason, BuzzFeed may cease to assign independent contractor work.

If BuzzFeed determines that the work performed by Alice Prendergast, Kaysey Davis and Victoria Kuglin as part of their normal employment responsibilities is deficient for any reason, BuzzFeed reserves the right to cease assigning them independent contractor work.

If Alice Prendergast, Kaysey Davis and Victoria Kuglin are assigned non-independent contractor work to be performed outside of normal work hours, that work will take priority over any independent contractor work.

When performing independent contractor work, Alice Prendergast, Kaysey Davis and Victoria Kuglin must enter into the usual independent contractor agreement.

LETTER OF UNDERSTANDING #4 – WAGES

Alice Prendergast and Sarah Aspler will receive a CAD\$5,000 increase in their base compensation, subject to all required deductions at law, upon ratification of the Agreement. This increase is not retroactive.