

## **Collective Bargaining Agreement**

### **Writers Guild of America, East and Gawker Media**

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE or the Union, and Gawker Media LLC, hereinafter called the Company, agree as follows:

#### **I. REPRESENTATION**

WGAE represents that it is, and the Company recognizes WGAE as, the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work, and other conditions of employment for all full-time and regular part-time non-executive editorial employees, including writers, staff writers, senior writers, columnists, editorial assistants, deputy editors, editors (including editors, news editors, culture editors, reporters, senior reporters, night editors, features editors, design editors, community editors, and so forth), senior editors, editors in chief, researchers, directors (in the editorial department), video employees (including video project managers, video directors, graphic artists, producers, editors, associate producers, and so forth), illustrators, and other employees hired to perform the same or similar work, hereinafter called Unit Employees. Executive editorial employees excluded from the definition of Unit Employees, and therefore not covered by this Agreement, include Executive Editor and Executive Managing Editor. At the beginning of each month the Company will provide to the Guild any changes to the list of all Unit Employees, including their dates of hire, job titles, compensation, and, to the extent these are available to the Company, addresses, cell phone numbers, and email addresses.

#### **II. PAID TIME OFF & LEAVES OF ABSENCE**

The Company will continue to offer unlimited paid time off (vacation, personal, sick, and holiday time), under the same terms and conditions in effect as of January 1, 2016, for the duration of the Agreement. Employees must notify their supervisors and obtain consent if they intend to take more than 15 days of paid time off.

The Company will continue to offer a sabbatical leave (that is, four weeks of paid leave) to employees who were employed by the Company for at least four years within six months of the ratification of this Agreement.

The Company will offer other leaves of absence (e.g., maternity, paternity, and disability leave) to Unit Employees under the same terms and conditions in effect as of January 1, 2016 for the duration of this Agreement.

#### **III. BENEFITS**

The Company will not change the plan design (deductibles, co-payments, co-insurance) of its medical, prescription, dental, and vision benefit plans, or the premiums paid by employees for those benefits, in 2016. If the cost of providing these benefits increases after 2016, the Company will bear the increase in cost to a maximum of 10% per year. If the cost increases by more than 10% per year, this Agreement will reopen for the limited purpose of negotiating possible changes in plan design and cost. If at any time the Company contemplates changing other elements of the benefits (insurer, provider networks, etc.) it will give the union at least 30 days' notice.

The Company will maintain its existing 401(k) plan, including a 3% non-elective safe harbor contribution made by the Company after one year of employment. The Company may change the plan provider after notice to the union.

The Company will offer Unit Employees all other benefits on the same basis and terms as it offers to non-unit employees.

#### **IV. UNION SECURITY**

A. The Company agrees that it will not continue any Unit Employee in its employ under this Agreement unless he/she is a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of his/her employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Unit Employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Employer to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within five (5) days after the mailing of such notice to the Company and the Employee.

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

(1) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or

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

D. If the Company should offer employment to an applicant not already a member of the Union, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.

E. The Company will provide a copy of this Agreement to all employees hired into bargaining unit positions.

#### **V. DUES CHECK-OFF**

A. The Company agrees that upon thirty (30) days notice thereafter from the Guild, it will 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 in Section B below and provided that all other circumstances comply with all applicable provisions of the federal law.

#### **B. WRITERS GUILD OF AMERICA**

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

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

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

**VI. GRIEVANCE PROCEDURE**

(a) STEP 1: If any dispute shall arise concerning the interpretation or application of the Agreement, it shall be taken up between the employee, with or without the WGAE Steward or WGAE representative, as the employee may elect, and the Company's designated representative. The dispute shall be raised within thirty (30) calendar days from the date on which the question arose, or the date on which it should reasonably have been known that a dispute existed. Disputes concerning the discharge of an employee shall commence at Step 2, below.

(b) STEP 2: If any question of interpretation or application of this Agreement is not settled under paragraph (a) above, it shall be submitted in writing by the employee or by WGAE in the name of the employee, to the Company's President (or other designee) within thirty (30) calendar days from the date the question was first taken up at Step 1. The written grievance shall include a description of the incident giving rise to the grievance, the specific Article or Articles of the Agreement alleged to be violated, and the remedy requested.

(c) STEP 3: Any such question as to interpretation or application of this Agreement which is not settled in accordance with the foregoing paragraphs of this Article may be appealed to arbitration, provided written request is made to the other party within thirty (30) calendar days after the response to the Step 2 grievance is received, as provided for under paragraph (b) above. Such written request for arbitration shall include a description of the incident giving rise to the grievance, the specific Article or Articles of the Agreement alleged to be violated, and the remedy requested. In the event of any such request for arbitration, the Company and WGAE shall attempt to agree upon a mutually satisfactory arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within ten (10) calendar days after written request to arbitrate, the grieving party may request the American Arbitration Association to submit a panel of seven (7) names from which the arbitrator shall be chosen by each party alternately striking names.

(d) POWERS OF THE ARBITRATOR: The arbitrator shall have no power to change, alter, amend, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of

the arbitrator shall be based solely on the evidence and arguments presented to him by the respective parties, and such decision, if within the limits herein prescribed, shall be final and binding on the parties to the dispute. The arbitrator may not go beyond the terms of this Agreement in rendering a decision. Each party will bear its own expenses in carrying out the provisions of this Article and the parties will share equally in the expenses of the arbitrator. The Arbitrator shall have no power to engage in any form of interest arbitration.

(e) COMPANY GRIEVANCES: In the event the Company has a question concerning the interpretation or application of this agreement, it will be processed by submitting the question in writing to the Executive Director of the WGAE, and if the question is not settled within fourteen (14) calendar days, paragraphs (c) and (d) above may be applied.

(h) TIMELINESS: Failure to take up or advance any question within the time limits set forth in this Agreement shall be considered as a waiver of the right to further processing of the question. In cases where a "continuing question" exists, claims for retroactive application shall be limited to fourteen (14) calendar days prior to the date the question was first taken up pursuant to paragraph (a) above.

## **VII. TERMINATION OF EMPLOYMENT**

If an employee is terminated for gross misconduct or before six months of employment, the Company is not obligated to pay severance. Severance pay accrues at the rate of two weeks for each year of service, subject to the following minimums:

a. An employee involuntarily terminated after six months but less than one year of employment, 2 weeks of severance pay.

An employee involuntarily terminated after one year but less than two years of employment, 4 weeks of severance pay.

An employee involuntarily terminated after two years but less than three years of employment, 6 weeks of severance pay.

An employee involuntarily terminated after three years but less than four years of employment, 8 weeks of severance pay.

b. In the event of multiple terminations/layoffs (that is, whenever at least six employees or 30% of a particular site - whichever number is smaller - is terminated as part of the same operational change), each terminated employee will receive at least eight weeks of severance pay.

Severance will be paid out by the Company in biweekly installments during the relevant severance period, only after the terminated employee has signed a release in a form acceptable to the Company. In addition, the Company will maintain the employee's health benefits for the relevant severance period, after which the employee may elect continuing coverage under COBRA.

If an employee is offered the opportunity to resign (a/k/a a "buyout") he or she will receive at least that same package of severance pay and extended benefits. He or she will be afforded at least three days to consider the offer before being required to accept or reject it.

## **VIII. EDITORIAL INDEPENDENCE**

Decisions about editorial content (e.g., whether to post a story or the story's contents, headline or placement) may only be made by editorial, including the Executive Editor. Once a story has been posted

it can only be removed by a majority vote of the Executive Editor, the CEO, and the General Counsel, unless required by law.

The Company presented its editorial policy to the union during negotiations. The union will be consulted before this editorial policy is changed.

#### **IX. MONTHLY MEETING**

The Company's executive management will meet monthly with two union representatives to discuss matters of concern relevant to the Company and the Union. The Company need not disclose any information it considers confidential.

#### **X. REUSE OF EMPLOYEES' WORK**

The Company will grant a nonexclusive license to employees for book rights based on work they have created for the Company, including the right to take 100% of the royalties of any book deal, subject to Company approval for the use of company marks or logos if any.

An employee who creates artwork for the Company may license to third parties the non-exclusive right to use the work upon the Company's approval, which shall not be unreasonably withheld.

All other reuses or derivative works are subject to Company permission.

#### **XI. CONTRACTORS**

Starting one year after ratification of this agreement, after a contractor has worked an average of five shifts per week over the immediately preceding 52 week period (but allowing three weeks to be disregarded to recognize that contractors take time off) the Company will choose whether to either: (a) offer the contractor the choice between full-time employment or continuation as a contractor; or, (b) terminate the contractor relationship.

Starting one year after ratification of this agreement, after a night shift or weekend contractor has worked an average of five shifts (or one weekend) per week over the immediately preceding 52 week period (but allowing four weeks to be disregarded to recognize that contractors take time off) the Company must pay that contractor no less than the rate it pays to unit employees performing comparable work.

#### **XII. DIVERSITY**

The Company will participate in meetings with an editorial diversity committee formed by the union on a regular basis to discuss diversity in hiring and ongoing concerns at the Company.

#### **XIII. COMPENSATION**

The minimum salary for Unit Employees is \$50,000 per year.

Each Unit Employee's salary will be increased by 3% as of the first payroll period following ratification of this agreement. Each Unit Employee's salary will be increased by 3% as of the first anniversary of ratification of this agreement. Each Unit Employee's salary will be increased by 3% as of the second anniversary of ratification of this agreement.

The Company will consider each Unit Employee for additional raises or promotions at least once a year. Each Unit Employee has the right to meet with his or her manager at least once a year to discuss possible additional raises or promotions.

Title and Salary Minimum Schedule

Title	Salary Minimum
<b>Staff Writer/ Staff Reporter</b> <b>Staff Artist</b> <b>Staff Strategist</b> <b>Staff (sound, color, animation, motion) Artist (video)</b>	<b>\$50,000</b>
<b>Staff Editor</b> <b>Staff Assistant</b> <b>Associate Producer (Video)</b>	<b>\$50,000</b>
<b>Senior Writer/ Senior Reporter</b> <b>Senior Artist</b> <b>Senior Strategist</b> <b>Senior (sound, color, animation, motion) Artist (Video)</b>	<b>\$70,000</b>
<b>Deputy Editor (Small Team)</b>	<b>\$65,000</b>
<b>Managing Editor</b> <b>Supervising Producer</b>	<b>\$70,000</b>
<b>Senior Editor</b> <b>Video Producer (Video)</b>	<b>\$70,000</b>
<b>Deputy Editor (Large Team)</b>	<b>\$90,000</b>

<b>Senior Producer</b> (Video)	
<b>Editor-in-Chief</b> (Small Team, including art)	<b>\$90,000</b>
<b>Executive Management</b> (Union Eligible) <b>Executive Video Director</b> (Video)	<b>\$100,000</b>
<b>Editor-in-Chief</b> (Large Team)	<b>\$150,000</b>

"Large team" refers to a site or operation (e.g., video) which employs at least 13 W-2 Unit Employees. A small team is one with 12 or fewer W-2 Unit Employees. The parties have agreed that the sites/operations that currently employ 13 or more W-2 Unit Employees will remain large teams for purposes of the minimums set forth above. Should any small team add enough W-2 employees to reach 13, the minimums for its Deputy Editors and Editors-in-Chief will be set halfway between the small and large team rates (that is, \$77,500 and \$120,000); once those sites/operations employ at least 16 W-2 employees the large team rates will apply.

**XIV. DURATION**

This agreement shall be in effect from March 1, 2016 through February 28, 2019. It is further agreed that if either party wishes to terminate or modify this Agreement, it shall notify the other party in writing at least sixty (60) days prior to February 28, 2019, or sixty (60) days prior to any subsequent anniversary date. It is further agreed that if no such written notice is timely given, the Agreement shall run from year to year thereafter, unless either party gives notice of an intent to terminate or modify the Agreement sixty (60) days prior to any anniversary date.

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For Gawker Media LLC

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For Writers Guild of America, East