

Collective Bargaining Agreement

Writers Guild of America, East and Onion, Inc.

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

Article 1 – Recognition

The Company recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of all regular full-time, regular part-time, and production employees employed by Onion, Inc. for the creation of written, video and audio content for various Onion verticals (The Onion, the AV Club, Clickhole and the Takeout), plus Onion Labs, in the job titles (and similarly situated employees), and excluding all other employees, managers, clerical employees, guards, professional employees, and supervisors as defined in the National Labor Relations Act:

Art Director, Assistant Deputy Managing Editor, Assistant Editor, Assistant Editor/Data Manager, Associate Creative Director, Associate Editor, Associate Producer, Associate Video Director, Copy Editor, Copywriter, Deputy Managing Editor, Design Editor, Director of Motion Graphics & VFX, Director of Photography & Gaffer, Editor (inclusive, e.g. News Editor, Film Editor, Games Editor, Internet Culture Editor, TV Editor, etc), Editorial Coordinator, Editorial Assistant, Finishing Editor, Gameological Editor, GJI Editor, Graphics Editor, Graphic Artist, Graphic Designer, Head Writer (inclusive, eg. of Prose, of Video), Junior Motion Graphics Designer, Junior Writer, Managing Editor, Motions Graphics Designer, News Editor, Producer, Producer (inclusive, eg: Web Producer, Digital Producer, Video Producer), Production Assistant, Project Manager, Senior Copywriter, Senior Editor, Senior Graphics Editor, Senior Motion Graphics Designer, Senior Producer (inclusive, eg: Senior Video Producer, Senior Producer, Senior Producer/Director, Senior Producer/Editor), Senior Social Media Manager, Senior Writer, Social Media Coordinator, Social Media Manager, Sound Mixer, Sr. Video Editor, Staff Writer, Studio Manager, Supervising Audio Engineer, Video Director, Video Editor, Video Writer, Web Producer, Writer (inclusive of Staff Writer), Writer at Large.

Article 2 – Union Security

A. The Company agrees that it will not continue any Employee in its employ under this Agreement unless the employee is a member in good standing of the Union, has made application for membership in the Union or for “agency fee” status within thirty (30) days following the beginning of their employment, or the effective date of this Agreement, whichever is later.

B. The failure of any Employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initial fees or periodic dues and

assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company to discharge such people upon written notice to such effect by the Union unless such dues and/or initial fees are tendered within five (5) days after the mailing of such notice to the Company.

C. *Dues Checkoff*

The Company agrees that upon thirty (30) days' notice thereafter from the Guild, it shall deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the matter provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

WRITERS GUILD OF AMERICA

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

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Company, or for a period of one year from the date appearing herein, 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: _____

The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

D. Dues shall be deducted on each payday. The Company further agrees to furnish WGAE at the time it remits the dues deducted, a roster of all employees' names, weekly rate of pay, date of employment and fees/dues deducted, or if no deduction was made, the reason for not making a deduction.

E. Within the first (5) days of employment, the Company shall not prevent new employees from meeting with Shop Stewards to review the terms of the collective bargaining agreement, subject to mutual scheduling concerns and the needs of the business.

F. Job Postings: Bargaining Unit Job Postings will include “this is a position covered by a collective bargaining agreement with the Writers Guild of America East.”

G. The Company shall furnish to the Guild in writing, within one week after his/her/their employment commences, the name, date of birth, address, telephone number,, gender (if such information is obtained by the Company at the time of hire), minority group status (if such information is obtained by the Company at the time of hire), date of hiring, job title, and salary of any person hired after the date of this Agreement. This information shall be provided in electronic format.

H. In the event the employment of any bargaining unit employee terminates, the Company shall notify the Guild within 2 (two) business days of termination, of the name of the employee and the date of termination.

I. On a quarterly basis, the Company shall supply the Guild with a list containing the following information for each new employee:

- (a) name, address gender (self reported), race (self reported), date of birth;
- (b) contact info including work email, cell phone, and home address
- (c) hire date;
- (d) job title;
- (e) salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
- (f) any merit increases granted in the prior quarter by name of the employee, individual amount, resulting new salary, and effective date;
- (g) resignations, retirements, deaths;
- (h) and other revisions in data from the prior quarter.

Article 3 - Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE’s becoming the collective bargaining representative of the employees covered by this Agreement.

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company’s rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by

the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

Article 4 - No-Strike/No-Lockout

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing, sympathy strike, unfair labor practice strike, or refusal to cross a picket line or any boycott or any other interference in the conduct of the business of the Company for any reason whatsoever. During the term of this Agreement, the Company shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

Article 5- Non-Discrimination

Bargaining unit employees will not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, non-violent criminal record, DACA status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law. Rather, the parties acknowledge that discrimination shall not be tolerated based on any factor that is not relevant to the employee's job duties. Alleged discrimination on grounds other than those protected by applicable law may be raised by bargaining unit members and/or their Union representative.

The Company shall provide a work environment where people can work together comfortably and productively, free from sexual harassment or harassment based upon any of the factors listed above. Such harassment is illegal under the law and will not be tolerated in the organization.

This policy shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments and benefits.

The Company shall provide for accommodation of members who face barriers at work related to human rights grounds. For example, reasonable work schedule changes for religious observances and holidays, reasonable family status accommodations for such responsibilities as breastfeeding and child care, reasonable accommodations for transgender employees such as safe washrooms and reasonable accommodations for persons with disabilities.

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose whether to

pursue the matter through the arbitration provisions of Article 7 or in a court of competent jurisdiction, but he, she or they shall not pursue both. If the employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

Once arbitration has been initiated under this Agreement, an employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

Nothing in this provision shall be interpreted as limiting an employee's right to file a charge of discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws.

Article 6 - Labor Management Committee

A committee comprised of both Union members and editorial management will convene within 60 days of the ratification of this agreement. The committee will be comprised of a maximum of one (1) representative from each department (with a minimum of five (5) union representatives) and up to a maximum of five (5) Company representatives and a minimum of two (2) with the option of including additional representatives to discuss specific issues. The committee shall meet monthly, with the option, in case of emergency, to meet sooner, and the parties shall agree on an agenda at least one (1) week in advance of scheduled meetings. The committee will discuss issues of mutual concern such as staffing and workload, editorial issues, the hiring process (including onboarding), clarifying accounting, freelance and production payroll and purchasing processes, job titles, health and other benefits, and how the Company is performing relative to its traffic and other goals. The committee shall have no authority to implement changes in policies or practices, to modify the Agreement, or to bind either party to any agreement.

Article 7 - Grievance and Arbitration

A. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a "grievance" or "grievances") between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.

B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than ninety (90) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company and the WGAE shall meet within ten (10) days of receipt of the written grievance.

C. If the grievance is not resolved, the grieving party may, within ninety (90) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within one hundred twenty (120) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision.

D. The determination of the arbitrator shall be final and binding upon the Company, the WGAE, and/or the represented employee(s); and the costs of the arbitration (*e.g.*, arbitrator’s fee, filing fees) shall be borne equally by the Company and the WGAE, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.

E. Except in cases of non-discrimination and harassment grievances, a failure to submit a grievance or demand arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance and/or the arbitration as the case may be. Arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party’s sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law. Non-discrimination and harassment grievances shall not exceed the legal statute of limitations.

Article 8 – Compensation

A. Job Title Minimums

TITLE	SALARY MINIMUM
Contributing Writer- Editorial Writer At Large- Comedy Production Assistant Assistant Video Editor Assistant Video Editor/Data Manager Editorial Assistant- Comedy Web Producer- Editorial Copy Editor- Comedy Copy Editor- Editorial Graphic Artist Graphic Designer Social Media Coordinator Sound Mixer (inclusive of Sound Editor) Junior Motion Graphics Designer <i>and similarly situated titles</i>	\$45,000

Associate Producer Junior Writer- Labs <i>and similarly situated titles</i>	\$47,500
Social Media Manager Producer Video Editor Finishing Editor Design Editor Graphics Editor Supervising Audio Engineer Associate Video Director- Comedy Motion Graphics Designer Assistant Editor- Editorial Staff Writer- Editorial <i>and similarly situated titles</i>	\$50,000
Senior Social Media Manager Production Manager Director of Photography Director of Photography & Gaffer Studio Manager Editorial Coordinator- Comedy Senior Graphics Editor Senior Design Editor Project Manager- Art Associate Editor- Editorial Assistant Deputy Managing Editor- Editorial Deputy Section Editor- Editorial <i>and similarly situated titles</i>	\$55,000
Senior Video Editor Senior Motion Graphics Designer Senior Producer Copywriter- Labs Staff Writer- Comedy Video Writer- Comedy Senior Writer- Editorial <i>and similarly situated titles</i>	\$60,000
Associate Creative Director Director of Motion Graphics & VFX Deputy Managing Editor- Editorial Features Editor- Editorial	\$62,500

Editor (inclusive Section Editor, News Editor)- Editorial Art Director <i>and similarly situated titles</i>	
Deputy Managing Editor- Comedy Video Director- Comedy Senior Writer- Comedy Senior Copywriter- Labs Managing Editor- Editorial Deputy Editor- Editorial <i>and similarly situated titles</i>	\$70,000
Managing Editor- Comedy Head Writer- Comedy Senior Editor- Comedy <i>and similarly situated titles</i>	\$80,000

NOTE: Several titles have their department specified, in order to acknowledge that their position exists in multiple departments with different sizes and needs, or to offer additional clarification. In those cases, the department is specified:

“Comedy” covers employees in the satirical comedy verticals, including The Onion and ClickHole.

“Editorial” covers employees in the editorial, news, and culture coverage verticals, including the A.V. Club and the Takeout.

“Production” covers employees in the video production department.

“Labs” covers employees in Onion Labs.

Contractors who work on a full-time basis, but who live and work outside of states in which the Company is registered to do business, shall be considered part of the bargaining unit for purposes of these minimums.

B. Effective December 21, 2018, all bargaining unit employees shall increase to the minimum salary for their job title, or receive a 3% increase, whichever is greater.

C. Effective December 21, 2018, all bargaining unit employees shall receive a signing bonus of \$1,500.

D. Effective January 1, 2020, all bargaining unit employees shall receive an increase of 3% except if they have been employed for 6 months or less at that time, in which case the increase will be provided on a pro rata basis.

E. The parties understand that the Company may, in its sole discretion, grant increases to employees greater than these minimum increases.

F. No bargaining unit member will have their salary reduced during the term of this agreement.

G. Upon promotion to a higher classification, an employee shall receive the minimum for the new position or a meaningful increase whichever is higher.

H. No bargaining unit employee shall have their title reduced if, upon ratification, the minimum salary associated with their current title would result in a pay raise.

Article 9 - Benefits

A. **Health Benefits:** The Company will continue to offer bargaining unit employees the same health benefits (Medical, Dental, Prescription, Vision) that it offers to non-bargaining unit employees, as may be changed from time to time. In the event the Company materially changes its benefit offerings, it will give the Union at least thirty (30) days' notice of the new offerings.

B. **Wellness:** The Company shall continue its current reimbursement practice for health and wellness expenses.

C. The Company will continue to reimburse those bargaining unit employees for cell phone plans who were being reimbursed at the time of ratification. Bargaining unit employees may continue to request reimbursement for cell phone plans.

D. **Retirement Benefits (401(k)):** Effective upon ratification, the Company will maintain the current 401(k) benefits for the duration of the contract.

Article 10 - Professional Development

The Company shall continue to reimburse bargaining unit employees for professional development under the same Company policy in effect upon ratification of this Agreement.

Article 11 - Paid Time Off

A. The Company shall continue to provide the "Unlimited PTO" policy to all full time bargaining unit employees.

B. The Company shall maintain its current summer and winter hiatus policy for the Comedy brands, winter break policies for the Company, and other scheduled strategic time off consistent with current practices in consultation with the CEO.

C. Contractors who are part of the bargaining unit because they live and work outside of a state in which the Company is registered to do business (pursuant to Article 19) shall be eligible for the same paid time off and holidays as full-time bargaining unit employees.

D. Employees are encouraged to take time off pursuant to the Unlimited PTO policy. No employee shall be disciplined or retaliated against for appropriately taking time off pursuant to the Unlimited PTO policy. Should any employee be told by their manager or supervisor that they cannot take time off, they should discuss the matter with HR, or other Company designee.

Article 12 - Leaves of Absence

A. **Family and Medical Leave:** The Company will continue to offer FMLA leave per the Company handbook for the duration of the agreement. In addition to “family members” as defined in the FMLA, the Company will extend FMLA rights to a person with whom the employee maintains a committed relationship.

B. **Jury Duty:** The Company will pay employees selected for jury duty service the difference between their jury duty pay and their regular salary for the duration of such service.

C. **Parental Leave:** The Company shall continue to provide maternity leave per its current policy. The Company shall also provide full-time regular bargaining unit employees a minimum of six (6) weeks of consecutive Paid Parental Bonding Leave, which must be completed within eighteen (18) weeks of (1) the birth of the employee’s child, (2) the placement of a child with the employee for foster care or adoption, or (3) in the case where the employee is disabled by a condition associated with childbirth, the date the disability period ends.

D. **Other Leaves:** The Company will comply with all other federal, state, and local leave laws providing leaves of absence.

E. **Holidays:** The Company shall maintain a minimum of nine holidays. Nothing prevents the Company from offering more holidays.

Article 13 - Discipline & Discharge

A. All bargaining unit employees shall be subject to a 90 days probationary period, during which the Company has the sole discretion to terminate employment.

B. The Company shall have the right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to bargaining unit employees for just cause, which shall include but is specifically not limited to:

i. misconduct;

- iii. unsuccessful completion of a performance improvement plan (“PIP”);
- iiii. insubordination;
- iv. failure to comply with Company policies; and/or
- v. any other action or activity that rise to the level of requiring termination that is not arbitrary or capricious

In addition to any other evidence or justification, the Company may demonstrate that it has just cause through the use of progressive discipline.

Employees discharged for just cause shall not be entitled to severance pay.

C. Termination for Gross Misconduct: Employees may be terminated immediately for gross misconduct. Examples of gross misconduct include but are not limited to plagiarism, breaches of journalistic ethics, violence, harassment, dishonesty, refusal or failure to perform assigned tasks, unprofessional conduct, theft, fraud and other financial misappropriations. If the union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the alleged misconduct occurred. Employees discharged for gross misconduct shall not be entitled to severance pay.

D. Termination for Poor Performance/Editorial/Creative Reasons: If the Company determines in its sole discretion that an employee’s work product is unsatisfactory for any reason(s) (e.g., editorial content, editorial quality, professional journalistic ethics, subjective creativity concerns), it may discharge the employee. However, prior to being so discharged, an employee shall be given notice of the reason(s) for potential termination and an opportunity to cure of at least one month, or additional notice pay of one month. Such decision shall not be subject to challenge through the grievance and arbitration procedure other than to establish that the Company’s decision was made for an editorial, creative or performance-based reason and that appropriate notice was provided.

Employees shall have the right to a union representative, including shop stewards, at all meetings that may lead to discipline.

Whenever the Company issues written a written notice of disciplinary action to a bargaining unit employee, it shall immediately inform the WGAE Business Agent or their designee that a written disciplinary notice has been issued, and the name of the employee to whom it was issued.

Article 14 - Layoffs and Severance

A. In the event of a reduction in force, layoff or restructuring, the Company shall provide, in addition to the severance and benefit continuation, two (2) weeks notice of layoff, or pay in lieu thereof, to each affected bargaining unit employee.

B. A bargaining unit employee who is terminated with less than 6 months of employment or who is terminated for just cause or gross misconduct is not entitled to severance pay.

In the event of a layoff or a termination pursuant to Article 13.D, a bargaining unit employee who is terminated after 6 months but less than one year of employment shall, upon execution of a standard Company waiver and release agreement, receive at least 2 weeks of severance pay. An employee with at least one year of employment but less than two years of employment shall, upon execution of a standard Company waiver and release agreement, receive 4 weeks severance pay. An employee with at least two years of employment but less than three years of employment shall, upon execution of a standard Company waiver and release agreement, receive 6 weeks severance pay. An employee with at least three years of employment shall, upon execution of a standard Company waiver and release agreement, receive 2 weeks severance pay per full year of service, with a maximum payment of 14 weeks of severance pay. The Company will pay, as a lump sum, the equivalent of the cost of COBRA coverage for the number of weeks as the employee receives severance pay.

In the event of a layoff that would trigger a WARN notice under state or federal law, employees shall receive, instead of severance according to the above formula, one week of severance pay for each year of service, with a cap of 8 weeks of severance pay, in addition to the WARN notice (or pay in lieu thereof).

C. For purposes of Article 19 of this Agreement, an employee who is laid off and is rehired within one year shall not suffer a break in continuity and shall have their prior years of service counted towards their total length of service

D. Upon being notified by the Company of a date of termination, an employee who leaves for other employment prior to that date of termination shall nevertheless receive full severance pay pursuant to the terms of this Article.

E. The Company will adhere to any local, state and federal laws regarding layoffs including the WARN act.

Article 15 - Editorial Independence

Decisions about whether to publish or remove editorial content (e.g. articles; videos; podcasts; social media posts, excluding advertising content; or other non-advertising content) for which the Company controls publishing rights, is created by Comedy and Editorial bargaining unit employees, and is for dissemination on Onion Inc.-owned and -operated digital verticals, or other distribution channels controlled by Onion Inc., including modifications of the aforementioned Editorial Content, shall only be made by editorial staff, subject to editorial management, up through the level of the Publisher (subject to the right of the CEO of Onion Inc. to make such decisions because of legitimate business considerations, and also subject to the review and direction by the legal team for legal, compliance, and use considerations, and the review and input by the product and technology teams for technology-related considerations).

The Company will make commercially reasonable efforts to make employee's work product accessible for bargaining unit employees to use in obtaining future employment.

Bargaining unit employees on A.V. Club and the Takeout shall not be assigned to create content which is demonstrably false.

An employee's byline or credit line shall not be used over the employee's protest.

Article 16 - Health and Safety / Sexual Harassment / Workplace Culture

A. The Company shall provide its employees with a healthy and safe work environment. Should an employee believe a direction from a supervisor would place them in an unsafe, or unhealthy situation, or would require them to commit an illegal act, the employee may discuss the circumstance with their supervisor or HR to try and find an alternative arrangement that does not pose such unsafe or unhealthy situation, nor require them to commit an illegal act.

B. Attached to this Agreement is the Company's sexual harassment policy. All employees shall be informed of this policy on an annual basis, and the Labor Management Committee shall work with Human Resources to raise awareness of the harassment policy, including the means by which complaints may be made. Employees may bring a union representative with them to meetings regarding harassment investigations and complaints. At least every six (6) months, the Labor Management Committee shall discuss the Company harassment policy.

C. Employees shall not be retaliated against for making claims under this Agreement. When an employee brings a complaint to the Company, the Company shall provide a list of counselors covered under the current health insurance plan.

D. Within 90 ninety days of ratification of this Agreement, the Company shall hire a mutually agreed upon third party to conduct a Climate Assessment.

E. The Company shall continue to provide mandatory anti-harassment training.

Article 17 - Workload / Overtime / Compensatory Time

A. The Company will comply with all applicable federal, state, and/or local laws regarding overtime.

B. Overtime exempt bargaining unit employees required by a supervisor or manager to perform work on a scheduled non-work day or unusually long hours on a scheduled work day are eligible for compensatory time off.

C. Turnaround Time for Production and Post Production:

In the event an employee scheduled start time would result in a rest period of less than 10 hours between the end of one workday and the beginning of the next workday, the Company shall make reasonable efforts to adjust the scheduled start time to allow for an 10 hour rest period.

Article 18 - Career Development / Staffing

- A. Onion Inc. employees will be afforded the opportunity to apply for all jobs posted on the Company career site.
- B. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor upon the employee's request to discuss the employee's career opportunities.
- C. Each employee shall meet with their supervisor at least every six months for the purposes of receiving a review of their performance. A record of the review shall be provided in 14-21 days. Evaluations conducted under this section may be reasonably used by the Company as progressive discipline any employee.
- D. If an existing employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request feedback on their application or request from their supervisor or a designated Company representative. Such feedback shall be provided in 14-21 days.
- E. Upon the request of an employee, the Company will inform the employee of any minimum qualifications for a job to which the employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, unless otherwise specified in this Agreement.
- F. All salary increases not required by this Agreement shall be communicated to employees in writing by HR.
- G. The Company shall maintain written job descriptions for all bargaining unit positions, which may change from time to time with notification to the Union. Upon request, employees will be provided the job descriptions of the job they occupy, and may make a request for any job for which they wish to apply.
- H. Bargaining unit employees shall be notified of all vacancies at Onion Inc. for permanent full-time positions by means of vacancy announcements before the appearance of the public advertisement. Onion Inc. employees will be afforded the opportunity to apply for all vacancies and are encouraged to do so. This provision shall not be subject to the arbitration provision of this Agreement.
- I. The Company shall provide the Union a form that employees can use to anonymously review their supervisor or manager. Should an employee wish to complete such a review, they will request the form from the Union, and return it to the Union, which will then forward the form to a designated Company representative.

J. Onion, Inc. is always looking for qualified employees and appreciates recommendations made by existing employees. All bargaining unit employees are eligible for the Employee Referral Program. Eligible employees are to submit referrals to the Human Resources department.

In the event the referred candidate is hired on a full-time, permanent basis and is still employed by Onion, Inc. after 6 months, the referring employee, so long as they have remained continuously employed during the 6-month period, is eligible to be paid a recruiting bonus. The current referral fee for a full-time employee is \$500.

In the event the referred candidate is hired on a full-time contractor basis and is still employed by Onion Inc after 6 months, the referring employee is eligible to be paid a recruiting bonus.

The Company may from time to time pay a higher recruiting bonus for particular positions.

Article 19 - Contractor/Freelance/Fellow/Apprentice to Staff

The Company may continue to hire Fellows and Apprentices, who are not part of the bargaining unit. Fellows and Apprentices may be employed for no longer than twelve (12) consecutive months. After twelve (12) consecutive months employment, the Company may either hire the Fellow or Apprentice as a bargaining unit employee, or discontinue the existing employment relationship, or the Company may utilize them as a freelance employee.

The Company may continue to hire contractors, who are not part of the bargaining unit. A contractor is someone employed for a minimum of three (3) consecutive months. After twelve (12) consecutive months of employment, or eighteen (18) cumulative months over a twenty-four (24) month period, the Company must hire the contractor as a full-time bargaining unit employee or discontinue the existing employment relationship.

Contractors who work on a full-time basis, but who live and work outside of states in which the Company is registered to do business, shall be considered part of the bargaining unit after six (6) consecutive months of employment, or eighteen (18) cumulative months over a twenty-four (24) month period. This does not preclude out-of-state workers from being hired on as full-time employees at the Company's discretion.

Contractors must be paid no less than the rate paid to the equivalent bargaining unit employee.

Anyone employed for less than three (3) consecutive months on specific projects shall be considered a freelance employee that is outside the scope of this Agreement and not part of the bargaining unit.

The Company will not terminate or not renew contractors, apprentices, interns and fellows for the sole purpose of circumventing any of the forgoing sections of this provision.

Article 20 - Intellectual Property

A. Pursuant to the freelance/outside work policy contained in this Agreement, when a full-time or part-time employee performs work for a third party, the Company shall have no rights in such work, but they may not use any Company IP, resources or time in the creation of such work.

B. If the Company decides not to use work that the employee creates within the scope of employment, the employee may request from the Company the right to shop the work to third parties. The Company may grant such right, and if it does grant such right, the conditions upon which the work may be shopped. Should a third party demonstrate interest in producing or publishing the work, the Company shall retain a right of last refusal.

For work not covered above, employees may request the right to use work created for the Company. Such decision shall be in the sole discretion of the Company.

C. Where the Company intends to create, or have created, a work derivative of the work of a bargaining unit employee or employees, it shall continue its practice of utilizing commercially reasonable efforts to both include current employee(s) in the creation of the derivative work and to obtain additional compensation for any such additional work by the employee(s).

D. The Company shall continue its current practices regarding the assignment of credits.

Article 21 - Freelancing/Outside Work

Outside employment is permitted unless it is found to interfere with the employee's job performance at the Company or poses a conflict of interest. If the quality of job performance at Onion, Inc. begins to suffer, the employee will be notified of that. An employee will not be permitted to work for another Company while on a leave of absence or while absent for illness from their job. Bargaining unit employees are encouraged to notify the Company of outside employment so that the Company may evaluate whether the opportunity poses a conflict of interest.

Article 22 - Diversity

A. Diversity Committee

The parties share a commitment to diversity, parity, and inclusion in both editorial staff and coverage. The Company shall make strong and sustained efforts, including the commitment of resources to recruitment, mentorship, and trainings. The Company will fund the Diversity Committee pursuant to a separate Memorandum of Understanding.

A diversity committee of both bargaining unit employees and Company representatives will convene within 60 days of the ratification of this agreement and will meet at least every other month, to monitor and discuss the progress of diversity, parity, and inclusion with regard to recruitment, selection, retention, mentorship, advancement, and editorial coverage. The bargaining unit will select which bargaining unit employees shall serve as the bargaining unit representatives on the Diversity Committee.

B. Information and Data

Within 90 days of ratification of this agreement, the Company will conduct, and make available to the Union a report of bargaining unit employee demographics including but not limited to, self-reported: race/ethnicity, national background, educational background, sexual orientation, gender identity, age and creed. The report will be updated every six months.

C. Open Job Positions

All bargaining unit positions for which the Company is seeking external candidates shall be posted. The Company will make a sustained effort to circulate job postings and recruit candidates from groups that have been traditionally under-represented within the journalism and entertainment industries.

To further this goal, the Company shall make good faith efforts to interview diverse candidates for every posted bargaining unit position.

On a quarterly basis, the Company shall provide a report to the Diversity Committee with the following information: list of open bargaining unit positions for which the Company is seeking external candidates and a list of places where said open positions are posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups)., The report shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists "NABJ").

Article 23 - Office Location

Within the same city limits, if the Company moves any of its bargaining unit employees to a new office space, the Company will notify the union at least sixty (60) days in advance of the move. Where more than 25% of bargaining unit employees are moving, the Company will schedule a meeting to inform the Union and bargaining unit employees of the plans for use of the new office space, and the design and location of workstations for unit members. During such meeting, the Union and employees may make any suggestions on use of the space, and the design and location of workstations. If the Company moves to a new office space before sixty (60) days, the Company will provide reasonable commuting accommodations to bargaining unit employees.

For moves beyond city limits, if the Company moves any of its bargaining unit employees to a new office space, the Company shall notify the union at least three (3) months in advance of the move. Employees shall receive moving reimbursements to cover the cost for relocation. In the event of a move beyond city limits, the Company shall discuss the effects of the move with the union, which shall include a stipend of to cover moving expenses.

Article 24 - Workplace Transparency

- A. Upon request, the Company shall provide the Union with an organizational chart showing all bargaining unit employees, fellows and interns, and all individuals who exert supervisory or managerial control over unit employees, including Onion, Inc. executives.
- B. The Company shall continue to make its Employee handbook available and accessible in electronic form.
- C. The Union shall be notified by the Company of any changes in managerial command structure, job descriptions and handbooks within one week of the changes.

Article 25 - Legal Support

If any bargaining unit employee is sued or charged under a federal, state, or local law, or is subpoenaed as a witness, in connection with the employee's performance of authorized work for the Company at the direction of an authorized agent of the Company, Onion Inc shall defend and provide legal counsel for the employee at Onion Inc's expense. Final selection of such counsel will be at the discretion of the Company. Onion Inc. and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation.

The legal support described above is subject to customary exceptions such as any fraudulent or criminal act or omission, or any intentional or knowing violation of the law or policies. If an employee has questions regarding the policies or guidelines applicable to his or her specific duties, the employee should reach out to his or her manager and the legal team.

Article 26 - Bulletin Boards

The Company shall provide a Bulletin Board or White Board in an area accessible to employees.

Article 27 – Separability and Savings

If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into

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

Article 28 – Term of Agreement and Negotiations

A. This Agreement shall be effective as of the December 21, 2018 and shall continue in full force and effect up to and effect up to and including December 31, 2020, and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.

B. In the event of an inadvertent failure by either party to give the notice set forth in Section A of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

SIGNED this ____ day of _____, 2019.

ONION, INC.

By 

WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO

By 
Lowell Peterson, Executive Director

Sideletter #1

The Company shall continue a good faith effort to de-link credit cards from employee's personal credit. This provision is not subject to the grievance and arbitration provision.

ATTACHMENT 1

Current Onion Inc. Anti-Harassment Policy

The Onion, Inc. is committed to providing a professional work environment. This means that the company will not tolerate unlawful harassment directed at an employee, customer or vendor because of a protected characteristic. Such protected characteristics include sex or gender, sexual orientation, race, creed, color, religion, national origin, ancestry, disability, age, veteran status or any other protected classification as specified by local, state and federal law. This policy provides guidance to our employees to make sure that such harassment does not occur or that if it has occurred, there will be a prompt and appropriate response.

A. What Is Sexual Harassment?

Unwelcome conduct of a sexual nature constitutes sexual harassment if any of the following apply:

1. Submission to such conduct is explicitly or implicitly made a term or condition of employment; or
2. Submission to or rejection of such conduct is the basis for decisions that affect the terms and conditions of employment; or
3. Such conduct has the purpose or effect of creating a sexually hostile work environment.

The following are examples of unwelcome conduct which could violate this policy: sexual advances or requests for sexual favors; verbal conduct of a sexual nature (e.g., comments about an individual's body, physical attributes, sexual activities, etc.); displays of a sexual nature (e.g., calendars, photographs, magazines, etc.); or offensive sexual jokes aimed at an employee.

B. What Other Kinds Of Harassment Are Prohibited?

The company's policy is to provide an atmosphere free from discriminatory intimidation, ridicule, and insult based upon race, creed, color, religion, gender, national origin, ancestry, disability, age, veteran status or any other protected classification as specified by local, state and federal law. For example, unwelcome jokes concerning an employee's age, race, disability or ethnicity are unacceptable.

C. What Should You Do If You Believe You Are Being Harassed In Violation Of This Policy?

Promptly report the conduct to your immediate supervisor or the Human Resources department. Onion, Inc. will thoroughly and promptly investigate all complaints of unlawful harassment. We

will, to the greatest extent possible, maintain the confidentiality of those involved in an unlawful harassment investigation. The information you provide will be shared on a "need-to-know" basis only.

D. What Should You Do If You Are Aware Of Another Employee, Customer Or Vendor Who, You Believe, Is Being Harassed In Violation Of This Policy?

Promptly report your concerns as described in the immediately preceding paragraph. All employees, whether victims of unlawful harassment or not, are expected to bring violations of this policy to the attention of the company by informing one of the individuals described above.

E. What Should You Do If A Customer, Customer's Employee Or Vendor Treats You Or Another Employee Of The Company In A Way, Which Might Violate This Policy?

Promptly report the concerns as if the unlawful harassment were done by a company employee or agent.

F. What Will Be Done To Those Who Violate This Policy?

If an investigation into a complaint of unlawful harassment confirms that a violation of this policy has occurred, the company will take appropriate disciplinary action including, but not limited to, a warning, counseling, training, reassignment, demotion, pay cut or termination of the violator's employment. In the case of customer or vendor harassment, Onion, Inc. will act promptly to remedy the harassment and prevent further occurrences.

G. No Retaliation.

There will be no retaliation against anyone who in good faith makes a report of a violation of this policy or who assists in the investigation of such a complaint. Any Onion, Inc. employee who retaliates against another employee for making a complaint under this policy will be subject to disciplinary action, up to and including dismissal.

Onion, Inc. intends to and will complete its investigation into every complaint submitted under this policy in as timely a manner as possible. Please direct any questions concerning this policy to your supervisor or the Human Resources department.

Memorandum of Understanding

Between

Writers Guild of America East

And

Onion Inc.

January 17, 2019

The Company shall provide up to \$15,000 per year towards initiatives agreed upon by the Diversity Committee. During 2019, this amount shall be increased to \$25,000, to cover the costs of the Climate Assessment outlined in Article 16 of the Collective Bargaining Agreement.