

## **Collective Bargaining Agreement**

The Writers Guild of America, East, Inc., AFL-CIO (hereinafter "WGAE," "Union" or the "Guild"), and Mansueto Ventures, Inc. (hereinafter the "Employer"), agree as follows:

### **1. RECOGNITION**

The Employer 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 full-time and regular part-time employees in the United States in the following job titles for *Fast Company* (and those doing substantially similar work for *Fast Company*):

Assistant Editor	Photo Editor
Associate Editor	Senior Associate Photo Editor
Associate Photo Editor	Senior Copy Editor
Contributing Photo Editor	Senior Staff Editor
Contributing Writer	Senior Editor
Copy Editor	Senior Writer
Editor	Staff Editor
Editorial Assistant	Staff Writer
Photo Assistant	

excluding all other employees, managers, interns, freelancers, all employees involved in the creation of branded content or native advertising, bloggers and outside contributors, independent contractors, clerical employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

### **2. UNION SECURITY**

- a. The employer 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 "fair share 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 Employer 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 Employer.

### **3. DUES CHECKOFF**

### *Dues Checkoff*

The Employer agrees that upon thirty (30) days' notice thereafter from the Guild, it shall deduct initiation fees and membership dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the 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 Fast Company, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing 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 Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period."

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

Dues shall be deducted on each payday. The Employer 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.

#### **4. INFORMATION TO GUILD**

- a. During the onboarding process, a copy of this Agreement and job description (to the extent available) shall be supplied by the Employer to every newly hired Bargaining Unit Employee.
- b. Job Postings: Bargaining Unit Job Postings will include "this is a position covered under the Writers Guild of America East Collective Bargaining Agreement."
- c. On a monthly basis, the Employer shall supply the Guild with a list containing the following information for each employee:
  - i. name, address, date of birth;
  - ii. contact info including work email, personal email, cell phone, and home address
  - iii. hire date;

- iv. job title and job descriptions;
- v. salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
- vi. any merit increases granted by name of the employee, individual amount, resulting new salary, and effective date;
- vii. salary changes by reason thereof, and effective date;
- viii. resignations, retirements, deaths;
- ix. and other revisions in data from the prior month.

## **5. DISCIPLINE AND DISCHARGE**

- a. No employee shall be discharged or otherwise disciplined without just and sufficient cause, subject to the provisions set forth below.
- b. Discipline may consist of counseling, verbal and written warnings, reprimands, suspensions, demotions, or discharge. Prior to discharge, any and all discipline shall be corrective in intent.
- c. Where appropriate, discipline should be progressive in nature and may include counseling elements such as training recommendations, corrective action plans, mentoring, accommodation, or rehabilitation. Progressive discipline shall not be required for conduct including, but not limited to, theft, fraud, physical violence or threats of any kind, intoxication on the job, violations of the Employer's harassment policies, plagiarism, etc.
- d. As required by law, employees shall have the right to Union representation at all meetings that may lead to discipline.
- e. The Employer will provide the employee and the Guild with copies of any written disciplinary action.
- f. Creative and Quality Matters. The Employer shall have the unilateral right to discharge or otherwise discipline any bargaining unit employee if, in the Employer's sole judgment, the employee does not meet either *Fast Company's* policies, or the Employer's standards relating to editorial, program or project content, editorial, program or project quality, editorial, program or project output, editorial or creative judgment, professional journalistic ethics, or any other reason related to creative output, provided the employee and the Guild has received prior written notice of the issue and has been given at least four (4) weeks to improve. Alternatively, employees can instead be provided four (4) weeks pay in lieu of notice.

6. **PROBATIONARY PERIOD:** All new employees in the bargaining unit shall have a six (6) month probationary period. During this time, the employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement.

7. **MANAGEMENT RIGHTS**

- a. Management of Employer, and all related projects and ventures (including, but not limited, to projects and ventures related to advertising, social media, and live events) is vested exclusively with the Employer. Except as otherwise provided in this Agreement, the Union agrees that Employer has the right to establish, plan, direct and control Employer's missions, projects, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control Employer operations; to alter, extend or discontinue existing equipment, operations, technologies, facilities, and location of operations and programs; to determine and modify the number and qualifications for staff, scheduling, responsibilities and assignment of employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by the which the performance of employees is evaluated; to establish and require employees to observe Employer policies, rules and regulations; to establish or modify its hours of operation; to assign work locations; to schedule hours of work; to recruit, hire, transfer, or layoff; and to exercise sole authority on all decisions involving editorial content.
- b. Except as otherwise set forth in this Agreement, Employer shall have the right to require new employees to submit to background checks and pre-employment drug tests in its sole discretion.
- c. Except as otherwise set forth in this Agreement, Employer shall have the right, in its sole discretion, to subcontract bargaining unit work and assign bargaining unit work to non-unit employees, including, but not limited to, interns, outside bloggers or other outside contributors, and independent contractors.
- d. Except as otherwise set forth in this Agreement, Employer shall have the right, in its sole discretion, to continue to use freelancers and independent contractors to perform work which would otherwise be covered by this Agreement.
- e. Except as otherwise set forth in this Agreement, the Employer may make and/or continue and from time to time add to or change such reasonable rules and regulations as it may deem necessary and proper for the conduct and management of its business, provided the same are not inconsistent with any of the provisions of this Agreement.
- f. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority of the Employer existing prior



to the signing of this Agreement are retained by Employer and remain exclusively and without limitation within the rights of management.

## **8. NON-DISCRIMINATION AND ANTI-HARASSMENT**

- a. The Employer will not discriminate against bargaining unit members based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, sexual orientation, religion, gender identity, gender expression, veteran status, pregnancy, childbirth, genetic characteristics, union activity, or any other factor protected by applicable law with respect to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments and benefits.
- b. The Employer does not tolerate harassment based on any of the factors listed above, and shall maintain a sexual harassment policy and provide training in accordance with New York state law.
- c. This provision does not create an arbitral grievance over or waive any claim that an employee could make pursuant to Title VII of the Civil Rights Act, the American with Disabilities Act, the Age Discrimination in Employment Act, State Laws or any other similar laws rules or regulations.
- d. The employer may not refuse to hire, may not terminate an employee, and may not take an adverse employment action against an individual because that individual has been previously convicted of one or more criminal offenses, or because of a belief that a conviction record indicates a lack of "good moral character," unless there is a direct relationship between one or more of the previous criminal offenses and the specific employment sought or held, or employment of the individual would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

## **9. DIVERSITY**

### **a. Diversity Committee**

- i. The parties share a commitment to diversity, parity, and inclusion in the editorial staff. The Employer shall continue to make sustained efforts in this regard.
- ii. A Diversity Committee of equal numbers of Unit members and editorial management (not to exceed 3 members each) shall convene within 60 days of the ratification of this agreement and shall meet at least quarterly to discuss and address issues of diversity, parity, and inclusion with regard to recruitment, selection, retention, mentorship, and advancement. The

Committee shall directly report their findings and recommendations (that may include funding requests) to the CEO and Human Resources.

- iii. The bargaining unit shall select the members of the Diversity Committee from the unit side.

**b. Information and Data**

- i. Within 90 days of ratification of this agreement, the Employer will conduct, and make available to the Union on a confidential basis, a report of newsroom demographics including but not limited to: race/ethnicity, national background, educational background, sexual orientation, gender identity, age and creed. The report will be updated every six months. No employee will be required to disclose any demographic information of any kind as part of this process

**c. Job Openings**

- i. Except as described below, when the Employer seeks candidates for a vacant bargaining unit position not being created for a specific candidate or for purposes of promoting an existing bargaining unit employee, (a) the position will be posted for a minimum of two weeks, and (b) the Employer will, to the extent commercially reasonably possible, ensure that it interviews at least two (2) candidates from groups traditionally underrepresented in the Fast Company bargaining unit prior to making a hiring decision.
- ii. For purposes of this Article, traditionally underrepresented groups may be defined according to, but are not limited to, race/ethnicity, national origin, sexual orientation, gender identity, educational background, veteran's status, age and creed.
- iii. The Employer shall not be required to inquire as to any applicants status in a traditionally underrepresented group, but rather shall rely solely on self-identified or other readily apparent information (including, but not limited to, whether the applicant was referred by an organization specifically serving a traditionally underrepresented group) in determining whether it has met the requirements of this provision. The parties agree that an individual's status in or not in a traditionally underrepresented group shall not be a factor in any hiring decision, and that all decisions to interview and hire shall be made in accordance with applicable law.
- iv. The requirement of this provision shall not apply when the Employer (a) has previously identified a candidate for a future vacant position (either existing or newly created), provided that the Union is informed of this plan for the position prior to the position being vacant or created, or (b) is promoting a Mansueto Ventures employee.

- v. The Employer will make a good-faith effort to circulate postings in a manner that assists in the recruitment of candidates from groups that have been traditionally underrepresented at Fast Company and within the journalism industry.
- vi. The Employer shall provide a monthly report to the Diversity Committee with the following information: list of open positions at Fast Company, a list of places where open positions are posted, circulated or otherwise disseminated (e.g. websites, listservs, social media groups).

#### **10. EDITORIAL MATTERS**

- a. Only editorial management (which includes the Chief Executive Officer) and editorial staff (as appropriate) shall make editorial content decisions, subject only to legal and similar review and compliance.
- b. Editorial employees shall not be required to work on any content where such specific content requires advertiser review and approval before publishing. Provided, however, nothing herein shall otherwise restrict the assignment of bargaining unit employees to work on sponsored, "built if sold," or other similar sections or platforms of any kind. Editorial employees shall be required to work on Fast Company events as requested, with the exception of sessions, panels or presentations where the content delivered has been scripted and pre-approved by advertisers.

#### **11. INTELLECTUAL PROPERTY**

- a. The Employer retains intellectual property rights of work created by bargaining unit employees that constitute "Fast Company Work Product." For purposes of this provision "Fast Company Work Product" shall be defined as any written or other work product that is created for or in any way directly or indirectly relates to the Employer or its business interests. This shall not include freelance work that has been approved by the Employer.
- b. Bargaining unit employees retain the rights to all work not considered "Fast Company Work Product."

#### **12. DERIVATIVE WORKS**

- a. If an employee seeks to reuse Fast Company Work Product or to create a new work from Fast Company Work Product (e.g., books/e-books, films, TV, video games or digital video programs) the employee must inform the Employer in writing and Fast Company must approve before any such use, which shall be in its sole discretion.
- b. If the Employer chooses to create a new work (e.g., books/e-books, films, TV, video games or digital video programs) ("Derivative Work") or to reuse the

employee's work in a different format (e.g., to include an article in a book), or to license the work to a third party, the employee will be notified and consulted about that new work or reuse or licensing and receive appropriate credit in such work.

- c. For the purpose of clarity, Derivative Work does not include the republication or redistribution of work in any other format, including but not limited to, textbooks, anthologies, other websites or applications, social media platforms, etc., even if such work is reformatted or edited for such purpose.
- d. Additional compensation for Derivative Works shall be as follows:
  - i. No additional compensation for any Derivative Work published or created by the Employer. This does not prohibit the Employer from providing additional compensation or merit bonus for this Derivative Work.
  - ii. Authors shall receive 50% of the net royalty (including guaranteed advances) for any book not published by the Employer.
  - iii. A one-time bonus split between the applicable authors for any other Derivative Work as follows:
    - 1. If the Employer receives \$4,000 but less than \$20,000 in net proceeds for the rights to the Derivative Work - \$2,000 bonus.
    - 2. If the Employer receives at least \$20,000 but less than \$50,000 net proceeds for the rights to the Derivative Work - \$5,000 bonus.
    - 3. If the Employer receives at least \$50,000 but less than \$100,000 net proceeds for the rights to the Derivative Work - \$10,000 bonus.
    - 4. If the Employer receives \$100,000 or more in net proceeds for the rights to the Derivative Work – 25% of the net proceeds.
    - 5. For purposes of this provision, net proceeds shall be calculated using all guaranteed revenue received by the Employer within one year of the date of the agreement to license the derivative work.

### **13. FREELANCE WORK**

- a. An employee may not without prior consent of the Employer engage in any freelance assignment:
  - i. in which they perform services similar to their work performed for the Employer;
  - ii. for any business competitive with the Employer, or;

- iii. which would (i) usurp a corporate opportunity of the Employer, (ii) create an apparent conflict of interest for Employer or (iii) otherwise risk damaging the Employer's reputation.
  - iv. that otherwise interferes with the employee's ability to perform their duties for the Employer
- b. Decisions with respect to providing consent for freelance work shall be made in good faith.
- c. An employee may engage in a freelance assignment outside the scope of their work for the Employer as long as (i) the assignment is completely outside the scope of the Employer's business activity for a business that is not a competitor of the Employer (ii) the execution of the assignment does not create an apparent conflict of interest or otherwise interfere with the employee's ability to perform their duties for the Employer and (iii) the employee's direct supervisor is notified. While performing work outside of the Employer, an employee may not claim to represent the Employer or otherwise trade on their relationship with the Employer.
- d. For purposes of this agreement, a "freelance assignment" includes, but is not limited to, work for another entity, self-employment and/or work performed without compensation.

#### **14. LABOR MANAGEMENT COMMITTEE**

- a. A committee comprised of three bargaining unit members and 3 members of management (with the option of including additional representatives to discuss specific issues) shall convene within 60 days of the ratification of this agreement.
- b. The committee shall meet at least quarterly to discuss workplace matters (which may include information regarding departmental goals and financial performance similar to which has been provided in all-hands and/or town hall meetings), with the option, in case of emergency, to meet sooner.

#### **15. COMPENSATION**

##### **a. Minimum Wages**

Title	Minimum
Editorial Assistant	\$50,000
Photo Assistant	
Associate Photo Editor (those formerly Contributing)	\$52,000

Assistant Editor	\$60,000
Senior Associate Photo Editor	
Associate Editor	\$65,000
Staff Writer	\$68,000
Photo Editor ( <i>new title – moving current SAPE into title</i> )	
Senior Copy Editor	
Staff Editor	\$70,000
Senior Staff Editor	\$75,000
Senior Writer	\$80,000
Senior Editor	
Part-Time Hourly	\$24.00 per hour

b. **Wage Increases**

- i. Effective June 1, 2019, the greater of the minimum salary provided for in “a” above or the following:

Salary	%
> \$60k	3.0%
\$60-120k	2.0%
\$120k+	\$4500 bonus

- ii. Effective January 1, 2021, wage increases as follows:

Salary	%
> \$75k	3.0%
\$75-120k	2.0%

## **16. PAID TIME OFF**

- a. Beginning on January 1, 2020, full-time bargaining unit employees shall receive paid time off as follows at the start of each calendar year:
  - i. 5 years of service or more as of January 1 – 4 weeks
  - ii. 1 year of service or more as of January 1– 3 weeks
  - iii. Less than 1 year of service as of January 1– 2 weeks
  - iv. Upon hiring, employees will receive a pro-rated 2 weeks for the remainder of the calendar year.
- b. In the first 6 months of employment, approval for vacation will only be granted for significantly compelling reasons.
- c. Employees with more than 1 year of service may carry over up to 1 week of unused paid time off into the next calendar year, but at no time may accrue or have available more than 4 weeks of paid time off.
- d. If a current bargaining unit employee has a specific vacation entitlement in the offer letter provided at the start of employment, the employee will receive the greater of the amount provided for in the letter or this provision (but no more than 4 weeks per year).
- e. **Calculating Years of Service:** For purposes of this paragraph in calculating Paid Time Off, a bargaining unit member's former employment with the Employer and/or as a freelancer working an average of 30 or more hours a week over a full year shall count as years of service under the collective bargaining agreement.

## **17. SICK TIME**

- a. Full-time bargaining unit employees shall receive paid-time off for up to forty-five (45) days for personal illness or to care for a family member as set forth in the N.Y.C. Paid Safe and Sick Time Act. The employee must, upon request, provide medical documentation for any absence of three (3) or more consecutive days, or if the employee uses five (5) or more days in any thirty (30) days rolling period. The Employee must apply for any available state paid leave and/or disability insurance for such absences, and the Employer will pay the difference between the insurance benefit and full salary.
- b. The parties agree that on an annual basis the benefits provided employees under this Agreement are comparable or better than those provided under the N.Y.C. Paid Safe and Sick Time Act, N.Y.C. Admin. Code §20-991 *et seq.* Therefore, the provisions of the Act are hereby waived.

## **18. COMPENSATORY TIME FOR WEEKENDS AND HOLIDAYS**



- a. Employees who are asked to be "on call" for a weekend (if not regularly scheduled to work a weekend day) or one of the 10 designated holidays, shall receive a ½ day of comp time, to be used within 90 days of the "on call" service.
- b. Employees who are asked to be "on duty" for a weekend (if not regularly scheduled to work a weekend day) or one of the 10 designated holidays, shall receive a 1 and ½ days of comp time, to be used within 90 days of the "on duty" service.

## **19. HOLIDAYS**

- a. The Employer will continue to provide a minimum of ten (10) paid holidays for full-time employees. The specific days and dates shall be established by the Employer on an annual basis.

## **20. FAMILY AND MEDICAL LEAVE**

- a. The Employer shall provide Family and Medical Leave and state-required Paid Family Leave in accordance with applicable law.
- b. With respect to federal FMLA leave, employees shall take such leave concurrently with available sick time and other paid time off.
- c. Federal FMLA leave shall, to the extent permitted by law, run concurrently with all other available leaves (e.g., paid family leave, disability, parental leave, etc.).

## **21. JURY DUTY**

- a. The Employer will continue to provide regular full-time employees their full salary while on jury duty.
- b. An employee required to serve jury duty shall provide prompt notification of being called for jury duty and then provide proof of service to Human Resources upon completion of the jury duty.

## **22. PARENTAL LEAVE**

- a. The Employer's existing parental leave policy shall be modified to provide up to twelve (12) weeks of leave.
- b. Parental leave may be used at the commencement of a foster care arrangement once every three (3) years.

## **23. BEREAVEMENT LEAVE:**

- a. Employees may take up to five (5) consecutive calendar work days of bereavement leave in the event of the death of an immediate family member. "Immediate family member" means an employee's spouse, domestic partner,

child (step, natural, or adopted), son- or daughter-in-law, parent (step, natural, or adopted), parent-in-law, brother- or sister-in-law, sibling (step, natural, or adopted), grandparents.

- b. The Employer may extend the paid leave in its discretion if the Employee is required to travel as a result of the family member's death.

#### **24. EMPLOYEE BENEFITS**

- a. Bargaining unit employees shall continue to be eligible for the following benefits as other similarly situated employees of Employer:

Health Insurance (medical, dental, and vision coverages)  
Short-term Disability  
Long-term Disability  
Life Insurance and Accidental Death and Dismemberment  
Flexible Spending Accounts (medical and dependent care)

- b. Each of these benefits may be modified or eliminated at the Employer's discretion with notification to the Guild.

- c. **401K Match:**

- i. Effective April 2021, in the first week of each April, all employees with at least 1 year of service as of December 31 of the prior year, and earning less than \$120,000 in W-2 wages in the prior year will be eligible for a 401(k) match.
  - ii. The match will be 50% of the employee 401(k) contribution the previous year, up to a maximum match of \$2,000.
  - iii. Each year, the employee must be on payroll December 31 in order to receive the associated match payment the following April.
  - iv. The match will vest on a four (4) year schedule, as follows:

Years of Service	%
< 2	0%
2+	25%
3+	50%
4+	100%

#### **25. CAREER AND PROFESSIONAL DEVELOPMENT / STAFFING**

- a. Fast Company employees shall be afforded the opportunity to apply for all posted positions.

- b. Bargaining unit employees shall be afforded the opportunity to meet with their supervisor as part of the semi-annual review process 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. Within 21 days, the employee will receive written documentation with an assessment of their overall performance and any specific action items arising out of the review.
- d. If an existing employee applies for a posted position, or, as part of the semi-annual review process, 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 Employer representative. Such feedback shall be provided within 21 days.
- e. Upon the request of an employee, the Employer shall provide a job description, including any minimum qualifications, for the 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 Employer uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Employer, unless otherwise specified in this Agreement.
- f. All salary increases not required by this Agreement shall be communicated to the employee in writing.
- g. Within six months of ratification of this Agreement, the Employer shall maintain written job descriptions for all bargaining unit positions, which may change from time to time. Significant changes shall require union notification. Upon request, employees will be provided the job descriptions of the job they occupy.
- h. Employees shall be notified of all posted vacancies at *Fast Company* for permanent full-time positions by means of vacancy announcements before the appearance of the public advertisement.
- i. On an annual basis, the Employer will distribute an employee engagement survey to the bargaining unit where bargaining unit members will have an opportunity to provide anonymous input on workplace issues, which may include supervisory feedback. The survey is not intended to raise issues that would be subject to the Employer's discrimination, harassment or other similar policies. The survey will be for the exclusive use of management and will not be subject to disclosure to the Union without management's agreement.

- j. The Employer shall maintain its current policy with respect to referral bonus to employees who recruit new hires who accept and continue in positions at *Fast Company*.
- k. The Employer shall maintain its current tuition reimbursement program (at up to \$2,500 per year) for job related courses (subject to managerial and Human Resources approval) taken at institutes of higher learning. Management may choose in the future in its sole discretion to improve the benefits in this program.

## **26. REDUCTIONS IN FORCE AND SEVERANCE**

- a. In the event of a reduction in force, layoff, or restructuring, the Company shall provide (upon execution of a general release in a form provided by and acceptable to the Employer), severance in the amount of two (2) weeks per year of service with a minimum of:
  - i. two (2) weeks for an employee with less than 6 months of service
  - ii. three (3) weeks for an employee with more than 6 months of service
  - iii. four (4) weeks for an employee with more than 1 year of service
  - iv. six (6) weeks for an employee with more than 2 years' of service
  - v. nine (9) weeks for an employee with more than 3 years' of service.
- b. Employees shall receive severance pay in equal installments over regular payroll periods.
- c. The Employer shall continue to provide the employee's health benefits through the layoff severance period.
- d. Laid-off employees, upon request, shall be provided with letters making clear that their employment ended as a result of a layoff or other similar non-performance based reason.
- e. The Employer will work with any laid-off employee to provide reasonable access during the severance period to previous work product and specialized software programs for the purposes of assisting the employee in the search for new employment.
- f. For a period of one (1) year after the layoff, any individual that applies for an open position and meets the minimum qualifications for that position will be provided an interview for the position.
- g. For a period of one (1) year after the layoff, bargaining unit employees who are laid off shall have the right of first refusal in the event that their position with the Employer is re-established by the Employer. In such instances, bargaining unit employees shall have ten (10) business days from the date of the written offer from the Employer to accept a re-established position. An employee recalled

shall be paid at no less than the current rate of pay for the job position to which they are recalled.

- h. **Calculating Years of Service:** For purposes of this paragraph in calculating years of service for severance, a bargaining unit member's time as a freelancer working an average of 30 or more hours a week over a full year shall count as year of service under the collective bargaining agreement.

## **27. OFFER LETTERS AND INDIVIDUAL AGREEMENTS**

- a. The Employer may continue to provide potential bargaining unit employees offer letters with terms and conditions of employment above those contained in this Agreement.
- b. The Employer will not require as a condition of employment that any bargaining unit employee enter into (a) mandatory arbitration provision for employment claims not covered by the terms of this collective bargaining agreement, (b) a post-employment non-competition agreement, or (c) a non-disparagement agreement.

## **28. DAY RATE EMPLOYEES**

- a. Within two payroll periods following the ratification of the agreement, the four current "day rate" employees shall be converted to regular employees with the same terms and conditions of employment as other bargaining unit employees.
- b. Going forward, bargaining unit individuals hired on "day rate" basis that work a full time schedule (i.e., health benefits eligible) over a period of twelve (12) months, shall be offered the opportunity to convert to full-time status at the equivalent hourly rate or annual rate (depending on the employees FLSA status) at the end of the twelve (12) month period

## **29. GRIEVANCE AND ARBITRATION**

- a. **Scope** - Every grievance arising from the application or interpretation of this agreement will be adjusted as set forth in paragraphs B through E.
- b. **Step One: Informal Discussion** - If a dispute arises regarding the application or interpretation of this Agreement, the Union, an employee or group of employees may present the claim to the appropriate manager or supervisor to discuss and attempt to resolve it.
- c. **Step Two: Grievance** - If a dispute is not resolved or submitted for informal discussion, the Union may submit a grievance in writing to the Employer's Senior HR Manager or other appropriate Employer designee. Grievances shall be filed within sixty (60) calendar days of the facts giving rise to the grievance. After a

grievance is filed, an Employer designee and the employee or employees concerned and a Union representative (to be designated by the Union) shall meet promptly to discuss the dispute in an effort to resolve it. A decision shall be made and issued in writing within fifteen (15) days of the meeting.

- d. **Step Three: Arbitration** - If the grievance is not resolved using the steps in the forgoing paragraphs, the Union may submit it to arbitration within thirty (30) days of the written Step 2 Answer. The Employer and the Guild shall select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties. The fees and expenses of any arbitrator will be shared equally by the parties.
- e. **Arbitrator's Powers** - The arbitrator will not have any power to add to, subtract from, or otherwise amend this agreement.

### **30. HEALTH AND SAFETY**

- a. The Employer is committed to providing a healthy and safe work environment for all employees.
- b. The Union will designate a Safety Chair with primary responsibility for discussing issues regarding health and safety concerns with the Employer.
- c. No employee will be required to work in an objectively abnormally dangerous work environment. Any employee who has concerns regarding any assignment the employee considers to be unsafe or otherwise is concerned will create a health risk to the employee, may address that concern freely with their supervisor, and, upon request, the Editor-In-Chief. A HR representative and/or Union's designated Safety Chair may participate in such conversation. The matter will be fully discussed and good-faith consideration will be given to any concerns raised. No employee will be retaliated against for presenting any such concerns in good-faith.

### **31. SEPARABILITY, SAVINGS AND FUTURE TRANSACTIONS**

- a. 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.
- b. 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.



- c. In the event that the Employer sells, assigns or transfers any part of its right or title to conduct the operations covered by this Agreement, or sells, assigns, or transfers substantially all of the assets used in such operations, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing.
- d. In the event a future transaction is in the nature of an "equity" acquisition, this Agreement shall continue to be binding on the purchasers, and in event of "asset" acquisition, if the purchaser is a "successor" (i.e., there is a continuity of the enterprise and a majority of the going forward workforce consists of employees who are bargaining unit members at the time of the transaction), it shall recognize the Union as the designated bargaining representative of bargaining unit employees.

### **32. NO-STRIKE/NO LOCKOUT**

- a. The Employer agrees that during the term of this Agreement it will not lock out any bargaining unit employees covered by the terms hereof.
- b. The Union agrees that during the term of this Agreement (1) it will not strike against the Employer including any sympathy strike, picket, or boycott the Employer, or directly or indirectly interfere with any of the Employer's operations; (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet, or participate in any such strike, sympathy strike, picketing boycott, or interference with any of the Employer's operations; (3) it will instruct its members to perform their contracts with the Employer and it will at the same time instruct them not to strike against, picket, or boycott the Employer.
- c. This provision shall not preclude bargaining unit members from engaging in "unfair labor practice" strikes as that term is defined by the National Labor Relations Board.

**33. DURATION:** This Agreement shall commence on June 1, 2019 and expire on December 31, 2021.

Mansueto Ventures, Inc.

By: 

Title: cfo

Date: \_\_\_\_\_

Writers Guild of America, East, Inc., AFL-CIO

By: 

Title: Executive Director

Date: \_\_\_\_\_



### SIDELETTER ON "CONTRIBUTOR TITLES"

It is agreed between the parties with respect to the inclusion of "Contributor Titles" in the Recognition Clause of the collective bargaining agreement that (a) there are currently no Contributing Writers or Contributing Photo Editors classified as bargaining unit employees, (b) outside 1099/freelance contributors are often given a "Contributor" title on the masthead and that this does not confer any bargaining unit status, as the unit consists only of employees on payroll, and (c) we do not intend to use the Contributing title for bargaining unit employees during the life of the agreement.

Mansueto Ventures, Inc.

By: [Signature]

Title: cfo

Date: \_\_\_\_\_

Writers Guild of America, East, Inc., AFL-CIO

By: [Signature]

Title: Executive Director

Date: \_\_\_\_\_

