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Agreement between The Huffington Post and the Writers Guild of America, East.

Article 1: Recognition and Scope

The Huffington Post, (“Employer” or “Huffington Post”) (which is a business division of Oath Inc., herein referred to as the “Company”) recognizes the Writers Guild of America, East (“Guild” or “Union”) 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 system job classifications:

Assoc Editor	Editor	Sr Editor
Assoc Photo	News Editor	Sr News Editor
Editor	Photo Editor	Sr Producer
Assoc Producer	Producer	Sr Reporter
Assoc Reporter	Production Assistant	Writer
Comment Moderator	Reporter	

and system job classifications doing the same or substantially similar work for The Huffington Post as well as any additional employees specifically identified as including the parties’ January 14, 2016 Recognition Agreement (“Employees”) and excluding all other employees, managers, fellows, interns, all employees involved in the creation of branded content or native advertising, bloggers and outside contributors, independent contractors, clerical employees, guards, professional employees and supervisors as defined in the Act, as well as any additional employees specifically identified as excluded in the parties’ January 14, 2016 Recognition Agreement.

It is agreed and recognized that there are no Comment Moderators currently employed by the Employer. If Comment Moderators are hired in the future by the Employer, the Comment Moderator position will be covered by the terms of this Agreement.

Article 2: Union Security

- a. Except where prohibited by law, the Employer agrees that it will not continue any Employee in its employ under this collective bargaining agreement (“Agreement”) unless he/she 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 his/her employment, or the effective date of this Agreement, whichever is later.
- b. Except where prohibited by law, 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 initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Employer to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within thirty (30) days after such notice is received by the Employer and the Employee.

- c. Nothing in this Article shall be construed to require the Employer to cease employing any Employee if the Employer has reasonable ground for believing that:
 - i. membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or
 - ii. such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.
- d. The Union will hold harmless, defend and indemnify the Employer and its employees with respect to any and all claims, liabilities, costs and expenses, including attorneys' fees, arising out of or in connection with any action taken by the Employer pursuant to the provisions of this Article.

Article 3: Dues Checkoff

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

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the 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: _____

Article 4: New Hires

New employees will be provided information regarding their system title and “front-facing” business title and supervisor as part of the onboarding process and will have access to this Agreement and the then-applicable employee handbook and Code of Conduct (“Code”). Such access will be either in physical or electronic form.

Article 5: Diversity

- a.
 - i. The parties share a commitment to diversity and inclusion. In furtherance of this commitment, the parties shall create a Diversity Committee within 90 days of the ratification of the Agreement. The Committee will consist of 6 members (three appointed by the Employer and three elected by the bargaining unit). The Committee shall meet at regular intervals, at least quarterly, to discuss such issues as recruitment, retention, advancement and mentorship, and the composition of the current workforce. The Company shall support diversity programs relevant to journalism with a commitment to spend no less than \$35,000 for such purposes annually, with input and collaboration by the Diversity Committee.
 - ii. During the first year of this collective bargaining agreement, the Diversity Committee shall meet with the Company’s Diversity & Inclusion Team to discuss options to assess the Employer’s workplace culture and training needs (e.g., a climate assessment and relevant privilege awareness training).
- b. When the Employer chooses to seek external or multiple internal candidates for open bargaining unit positions, consistent with applicable law, regulatory obligations and Huffington Post Policies (as defined further below), the Employer shall make good faith efforts to (i) post such positions for a minimum of two weeks, and (ii) disseminate such postings and expand recruiting efforts to candidates from traditionally under-represented groups. Members of the Diversity Committee shall receive copies of these postings.
- c. *Open Job Positions:*
 - i. The Company will make good faith efforts to interview candidates from diverse groups (e.g., race/ethnicity, national origin, sexual orientation, disability, gender identity, educational background, veteran’s status, age, and creed) prior to making a hiring decision. In furtherance of this commitment, the Company will make reasonable efforts consistent with applicable law to ensure that for each external opening, at least one diverse candidate will be interviewed.
 - ii. The Company shall not be required to inquire as to any applicant’s status in a diverse group, but rather shall rely solely on voluntary self-identified information collected as part of the Company’s regular recruiting processes (e.g., EEO-1 forms used in accordance with applicable law), 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.

- iii. The parties agree that an individual's status in or not in a diverse 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), or (b) is promoting an employee. When a position is created for a specific candidate, the Employer will notify the Union in writing after the employee has accepted the position as to the basis for the decision to exercise this exception.
- d. The Company shall allow for every employee to communicate their pronouns, not just for queer, gender neutral, gender non-conforming, non-binary, and gender variant people. The Company shall, upon an employee's request, change all current and go-forward employee records (except for records or third-party forms which, in the Company's discretion, cannot or should not be altered; e.g., EEO reports, or where legal names are required, e.g. payroll records) so that all such records use the names and/or pronouns with which they identify. The Company shall also update any photographs, including identification badges upon an employee's request, to make such change for reasons relating to gender identity. The Company shall provide the Union with reasonable advance notice when it changes office facilities where bargaining unit employees are located and shall continue its practice of making commercially reasonable efforts to provide gender-neutral lavatories at all of its office facilities in which it has control over such.
- e. The Employer shall maintain its commitment to promote diversity among its freelance contributors and sources.

Article 6: Non Discrimination / Harassment Free Workplace

- a. *Non-Discrimination and Equal Opportunity*
 - i. The parties share a commitment to equal employment opportunity. In this regard, the Employer will not discriminate against bargaining unit members based on race, ethnicity, creed, color, national origin, ancestry, citizenship status, 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 information, union activity, or any other characteristic protected by applicable law with respect to any aspect of the employment relationship, including recruiting, hiring, promotion or demotion, transfer,

layoff or other form of termination, compensation, assignments and benefits. The Employer shall accommodate bargaining unit members and applicants with physical and mental disabilities and/or religious beliefs and practices, in accordance with applicable laws.

- ii. The Company will comply with all applicable laws related to an employee's criminal background checks, including the New York State Human Rights and Corrections Laws, when considering taking an adverse employment action against any Employee or candidate based on a prior criminal conviction.
- iii. The parties further share a commitment to a safe and harassment-free workplace.

In this regard, the Employer shall continue to enforce its current Harassment policy (as may be amended from time to time on a Company-wide basis) and ensure that the policy is available to all employees. Additionally, all employees shall be informed of the policy on an annual basis and the Diversity Committee may work with Human Resources in an effort to raise awareness of the Employer's Harassment policy, including the means by which complaints may be made. Any concerns regarding a safe or healthy work environment should be raised with their Supervisors, Human Resources or the Ethics and Compliance Office (ECO). The bargaining unit member may request to bring a WGAE representative with them to address any such concerns.

b. *Disability Accommodation*

- i. The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities. In accordance with Company policy, employees may request a reasonable accommodation, including available accessibility products and services, by contacting their manager or Human Resources. Such accommodations may include, but not be limited to:
 - Screen readers
 - Closed captioning
 - Live transcription for meetings and streaming events
 - Accessibility settings for apps and software
- ii. The Company shall continue to maintain a process in which managers and employees engage in an interactive dialogue through Human Resources to identify reasonable accommodations in accordance with applicable law and Company policy.
- iii. Employees may also raise workplace ergonomic concerns with the Company's Environmental Health & Safety Department.

- iv. The Company's Employee Assistance Program is available to provide access to licensed mental health professionals for consultation, information, assistance and resources for a variety of concerns.
 - v. Employees requesting an accommodation or seeking additional information on accommodations may request to have a Union Representative (stewards, union paid staff) to attend meetings or initiate a request on their behalf.
- c. *Online Harassment*
- i. The Company is committed to addressing work-related online harassment (e.g., abusive comments, threats of violence, doxxing, hate speech, etc.) by non-employees on its editorial platforms and enforcing its community standards for online content (including comments) in a consistent manner.
 - ii. In the event an employee believes they have been subjected to such online harassment relating to their employment, or will face a foreseeable risk of online harassment, they may report it to their manager or Human Resources. The Employer will provide relevant training to Employees on the issues of online harassment, and the Employer will inform employees of the reporting procedures for such online harassment, establish best practices for addressing such issues, and provide guidance and counseling as may be appropriate under the circumstances. The Labor-Management committee may discuss other steps that may be appropriate to address the evolving issues of online harassment.
 - iii. If there is reason to believe the employee will be a target of work-related online harassment, the Employer shall take reasonable steps, including providing resources, to assist Employees in protecting them from online harassment.
- d. *General*
- i. The Employer shall promptly notify the Union of any material changes to the Code of Conduct ("Code") applicable to the bargaining unit.
 - ii. This provision does not create an arbitral grievance over any matter covered by the Employer's Equal Employment Opportunity or Harassment policies or waive any claim that a bargaining unit employee could make pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, State Laws or any other similar laws, rules or regulations.

Article 7: Probationary Period

- a. All new employees in the bargaining unit shall have a six (6) month probationary period.

- b. 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.

Article 8: Discipline and Discharge

- a. The Huffington Post shall have the right to discipline, demote, suspend, or discharge employees for just cause, which shall include, but is not limited to:
 - i. misconduct;
 - ii. poor work quality and poor work performance;
 - iii. insubordination or other failure to perform your duties;
 - iv. failure to comply with The Huffington Post Policies (as defined below and including, but not limited to, the Code, Conflicts of Interest policies and Confidentiality and Invention Assignment Agreement or similar confidentiality agreement (“CIA Agreement”));
 - v. theft, fraud, embezzlement, misappropriation, or reckless or willful destruction of Employer’s property; and/or
 - vi. physical violence or threats of violence of any kind.
- b. **Editorial Matters:** The Huffington Post 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 The Huffington Post’s Policies or management’s standards relating to editorial content, editorial quality, and/or professional journalistic ethics, provided the employee has received prior written notice of the issue and has been given at least four (4) weeks to improve.
 - i. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial-based reasons. If that is the case, the arbitrator may under no circumstances substitute his/her judgment for the editorial judgment of the Employer and must uphold the discharge or other disciplinary action.
 - ii. In the event the Employer intends to utilize this provision, it will notify the Union and the employee that the discharge is under this subparagraph (b) and not under any other provision of this Agreement. If a discharge is so designated, the employee shall be entitled to severance payments in accordance with subparagraph (c) below.
- c. **Severance:** i. Any employee who is laid off for economic or other reasons (and is not discharged for cause), shall receive gross severance equal to (i) two (2) months’ salary, plus (ii) an additional one (1) week’s salary per full year of

service, and (iii) continued medical (including prescription drug), dental and vision benefits at the Company's expense, either through COBRA to the extent elected or as continued active coverage (as applicable under the Company's then current severance practices), during the severance period. In the event the employee is entitled to notice under the Workers Adjustment Retraining Notification Act of 1988, or any similar state or local law, (collectively "WARN Act") in connection with termination, such payments provided for under this provision shall be reduced or offset by any non-working notice period that the employee may receive. This severance payment will be conditioned on the employee signing a separation agreement and general release of claims in a form provided for by the Company and the employee complying with all employment and post-employment obligations therein.

- ii. In the event of a Company-wide reduction in force, bargaining unit employees will receive the same notice (or pay in lieu of) as provided to other similarly situated Company employees for such reduction in force.

Article 9: Management Rights:

Management of The Huffington Post, The Huffington Post website, The Huffington Post business and all related projects and ventures is vested exclusively with the Employer. Except as otherwise provided in this Agreement, the Union agrees that The Huffington Post has the right to establish, plan, direct and control The Huffington Post's missions, operations, projects, plans, objectives, strategy, activities, resources, and priorities ("The Huffington Post Operations"); to establish, administer, maintain and require employees to follow procedures, policies, agreements, practices, standards, rules and regulations of The Huffington Post or that are applicable or relating to The Huffington Post and its employees ("The Huffington Post Policies"); to alter, extend or discontinue existing equipment, operations, technologies, amenities, programs and facilities, and location of operations and programs; to determine and modify the number and qualifications required 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 which the performance of employees is evaluated; to establish or modify its hours of operation; to assign work locations; to schedule hours of work; to recruit, hire, transfer, layoff, restructure the workforce or The Huffington Post Operations, eliminate positions or modify job roles; and to have sole editorial oversight and exercise sole authority on all decisions involving editorial content produced, methods used and product feature set.

- i. Except as otherwise specified in this Agreement, the Huffington Post shall have the right to require applicants and employees to execute Confidentiality and Invention Assignment Agreements, submit to background checks and to determine if such checks have been satisfactorily completed, in its sole discretion.

- ii. Except as otherwise specified in this Agreement, the Huffington Post 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, supervisors, interns and fellows, provided that the Huffington Post shall not implement a layoff of bargaining unit employees as a direct result of subcontracting.
- iii. Except as otherwise specified in this Agreement, the Huffington Post 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.
- iv. Except as otherwise specified in this Agreement, the Employer may make and/or continue and from time to time add to or change such The Huffington Post Policies 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.
- v. 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 The Huffington Post and remain exclusively and without limitation within the rights of management.

Article 10: Contractors

- a. No contractor shall perform bargaining unit work on a full-time basis for more than a twelve (12) month-period.
- b. The Employer shall notify the Guild when the Employer has engaged a contractor on a full-time basis to perform bargaining unit work, providing start date, assigned team, assigned project/coverage, and estimated end date.
- c. On a quarterly basis, the Employer shall provide the Guild with information (i.e., start date, assigned team, assigned project/coverage, estimated end date) regarding contractors who are performing bargaining unit work on a full-time basis for staff augmentation.
- d. Within ninety (90) days after ratification, the parties agree to establish a Contractor Assessment Committee that shall meet once a year to assess and discuss the use of contractors and how their services contribute to the Employer's operations. The Committee shall be comprised of up to three (3) bargaining unit Employees and up to three (3) representative members of management.

Article 11: Editorial Standards

- a. All "Native Advertising and Branded Content" will be labeled and identified as such in accordance with applicable legal standards to ensure transparency to staff

and readers. Bargaining unit members shall not be required to work on such Native Advertising and Branded Content; provided, however, that the Huffington Post reserves the right at all times to place editorial content on sponsored pages (e.g., "Supported by Purina", "Brought to you by Pampers", etc.), "built if sold" editorial projects (e.g. Next Level Living, Talk to Me, etc.) or any other distribution platforms (e.g., Snapchat pop-up channel, etc.). Native Advertising and Branded Content for the purposes of this agreement shall be defined as content such as custom articles, videos, listicles, quizzes, infographics, and photo galleries, that resembles news, feature articles, product reviews, entertainment and other material but is created specifically for an advertiser.

- b. Editorial content decisions shall be made by editorial management and editorial staff (as appropriate) only (subject to legal and similar review and compliance). In addition, editorial content decisions, including taking down or modifying content, shall not be made to address the concerns of advertisers or business partners, except at the direction of editorial management and/or staff (as appropriate) in order to address updates or correct inaccuracies. This limitation shall not be construed to limit in any way sponsorships, "built if sold" projects, or other similar business development initiatives. Additionally, the Huffington Post reserves the right to manage and control the business strategy and editorial direction, including the right at all times to choose whether or not to direct resources to any aspect of the news gathering operation.
- c. Bargaining unit members will not be required to work on projects produced solely for or by advertisers, business partners, sponsors and/or for individual members of Huffington Post management to the extent that such project involves work outside the manager's employment responsibilities as reasonably assigned by the Company; provided, however, the Huffington Post reserves the right at all times to direct and control work that is, in any part, by or for the Huffington Post.
- d. Huffington Post shall make information regarding the existence of all major platform deals (e.g., Chipotle, Clorox, Disney, etc.) available to bargaining unit employees.
- e. There shall be an Editorial Standards committee consisting of four members of management and four members elected by the bargaining unit. This committee shall meet bi-monthly. The committee may discuss and address any topic relating to editorial standards and integrity relating to editorial content. Any concerns regarding a violation of the procedures and principles set forth in this paragraph shall be brought to the Editorial Standards committee for resolution, which shall be the sole method of resolution of such disputes and such disputes shall not be subject to the grievance and arbitration procedure of this agreement. The committee shall have the power to effectuate its decisions with regard to any alleged breach of paragraphs (a) through (d) of this Article 11.
- f. Notwithstanding anything to the contrary, the provisions of this Article 11 shall apply only to journalistic work and shall not apply to technical tasks such as

distribution on any internal or external platforms for any purpose. For clarification purposes, the technical tasks do not include suggesting copy or headlines.

- g. For content created after the effective date of this Agreement, the Huffington Post shall provide end credits for video as appropriate for the content, with input from the creator.
- h. Decisions with respect to whether an employee's personal online social media presence is in conflict with the journalistic mission of the Employer shall be made by editorial management (subject to legal and similar review and compliance). Nothing herein shall in any way modify the Company's ability to enforce its policies or any employee's obligation to abide by such policies.

Article 12: Outside Activities and Freelancing

- a. All requests to perform outside employment, contracting, professional and/or comparable activities (which includes activities that are paid, unpaid, and self-employment but excludes nonprofit work wholly unrelated to the Company's business and/or the employee's employment with the Company) ("Outside Business Activities") must be submitted to and approved by Huffington Post management and the Ethics and Compliance Office, in accordance with and subject to Company policy.
- b. Huffington Post management will evaluate requests for the performance of Outside Business Activities considering the following factors:
 - i. Any Outside Business Activities performed must not interfere in any way with the employee's performance of his or her job.
 - ii. The employee must be in good standing and have satisfactory work performance.
 - iii. Any Outside Business Activities performed must not conflict in any way with the Huffington Post and its interests or create any form of journalistic conflict of interest for the employee or the Huffington Post.
- c. With respect to Outside Business Activities regardless of form (e.g., newspaper, magazine, television, digital media, etc.) or service provided for (i) any other news or media organizations or service; (ii) any technology, social media, or content company; or (iii) self-publication (e.g., personal websites, blogs, podcasts, videocasts, etc.) ("Media Outside Activities") the request will also be evaluated by Huffington Post management based on the following criteria, as applicable:
 - i. Whether the proposed Media Outside Activities will provide the Huffington Post any derivative benefit;

- ii. Whether Huffington Post plans to assign an employee or another employee a similar piece or project;
 - iii. Whether the Media Outside Activities are for a direct competitor of the Huffington Post or are otherwise competitive with the Huffington Post's own offerings;
 - iv. Whether the freelance work could create an actual or perceived conflict of interest for Employer.
- d. It shall, at all times, remain within the Ethics and Compliance Office and the Huffington Post's discretion to approve any requests for Outside Business Activities and such decisions shall be made in good faith.
 - e. When working on any Outside Business Activities, employees shall not disclose any Company confidential information, including notes, interviews, etc., consistent with their confidentiality and non-disclosure obligations set forth in the Huffington Post Policies, including but not limited to the CIA and the Code.

Article 13: Intellectual Property Ownership

- a. Employees are required to execute, abide by and be governed by the individual intellectual property and confidentiality terms set forth in the Huffington Post's Policies, including but not limited to the CIA and the Code, and nothing herein is intended to supersede or replace the terms of the Huffington Post Policies. If a bargaining unit employee would like to use material owned by the Company, he or she may make this request to his or her manager, and must obtain written approval from his or her manager and Legal and/or the Ethics and Compliance Office ("ECO") before using any such material. The granting of such approval is in the sole discretion of Huffington Post management and ECO.
- b. Employees, however, retain the rights to all work not covered by the intellectual property ownership terms of the CIA.
- c. Notwithstanding anything to the contrary, the following modifications shall be deemed to be made to the CIA's executed by all bargaining unit employees:
 - The At-Will employment provision shall be deleted in its entirety.
 - The phrase "are developed by using AOL equipment, supplies, facilities or materials" shall not include the limited use of a Company computer on non-working time.
 - The CIA will be amended to include the following provision: Nothing in this agreement prohibits employees from discussing terms and conditions of employment and/or engaging in concerted activity protected by law.

Article 14: Derivative Works Incentive Bonus Program

- i. If the Huffington Post proposes or otherwise chooses to create new work (e.g., books/e-books, films, TV, video games or digital video programs) based on content created by a bargaining unit employee as part of their employment with the Huffington Post (“Derivative Work”) and such Derivative Work will appear on a third party platform (other than the Huffington Post or any platform owned or operated by any parent, subsidiary, or related entity of Huffington Post) where the Huffington Post will receive revenue specifically and solely for the Derivative Work (“Covered Revenue”), the bargaining unit employee shall receive compensation and, to the extent possible, appropriate credit in accordance with the following:
 - a. All employees directly and substantially involved in the creation of the content that is the basis for the Derivative Work are eligible to share in the Revenue Pool (as defined below). Huffington Post management will make a determination regarding individuals selected for potential payment and allocation of the Revenue Pool in its reasonable discretion after consultation with the union.
 - b. The Revenue Pool is defined as twenty-percent (20%) of the revenue actually received by the Employer during the Plan Period (as defined below) directly in connection with the Covered Revenue minus twenty percent (20%) for cost of sales and production.
 - c. Employees will be eligible to receive payments under the Revenue Pool for any one Derivative Work for a period of three (3) years starting on the date that the Huffington Post first receives revenue for the Derivative Work (the “Plan Period”), and the Revenue Pool shall not exceed \$200,000 in total for each Derivative Work.
 - d. Revenue Pool calculations will be conducted on a semi-annual basis with respect to revenues received by the Huffington Post during such semi-annual period and any payments will be paid, subject to taxes and withholding, within sixty (60) days after the end of the applicable semi-annual period. No bonuses may be earned unless revenue is calculable and the Huffington Post receives payment from the third party.
 - e. No individual whose employment has been terminated with just cause, or who resigns, shall be entitled to any then unpaid or future payments or share of the Revenue Pool. No individual can transfer or assign his or her rights to payment under the Revenue Pool. Nothing in the Derivative Works Incentive Bonus program shall be construed to evidence, grant or confer any rights of ownership or license in any part of the Derivative Work (or the content that is the basis of the Derivative Work) with respect to any individual.
 - f. Revenue Pool payments are intended to be exempt from or to comply with Section 409A of the Internal Revenue Code of 1986, as amended, which is how the Employer intends to administer and interpret this program.

- ii. For the purpose of clarity, Derivative Work does not include the republication or redistribution of work on any other website or application, social media platform, etc., even if such work is reformatted or edited for such purpose. If The Huffington Post reuses Employee's work in a different format (e.g., including an article in a book), or chooses to license the work to a third-party for purposes of creating a Derivative Work, the employee (if still a Huffington Post employee) will be notified about such Derivative Work and, to the extent commercially reasonable, receive appropriate credit in such work.

Article 15: Compensation

- i. Minimum compensation for each Huffington Post system title shall be as follows:

MINIMUM WAGE SCALE

System Title	2020	2021	2022
<i>Editors</i>			
Assoc Editor, Huff Po	\$55,702	\$57,373	\$59,238
Editor, Huff Po	\$64,615	\$66,553	\$68,716
Sr Editor, Huff Po	\$79,119	\$81,493	\$84,141
<i>Producers*</i>			
Assoc Producer, Huff Po	\$59,045	\$60,816	\$62,793
Producer, Huff Po	\$70,185	\$72,291	\$74,640
Sr Producer, Huff Po	\$83,554	\$86,060	\$88,857
<i>Reporters</i>			
Assoc Reporter, Huff Po	\$55,702	\$57,373	\$59,238
Reporter, Huff Po	\$64,615	\$66,553	\$68,716
Sr Reporter, Huff Po	\$79,119	\$81,493	\$84,141

*For the purposes of salary minimums, producer titles (Associate Producer, Producer, and Senior Producer) are inclusive of production and post-production positions (eg: video editors, shooters, motion graphics producers shall have the same minimum as Producer; Senior Motion Graphics Producers shall have the same minimum as Senior Producer).

- ii. Bargaining Unit employees shall receive the following economic increases during the term of this agreement:

2020 (Year 1): Effective March 22, 2020, the greater of moving to the minimum wage scale for their system title or 3% of current salary and shall be paid no later than April 1, 2020

2021 (Year 2): Effective as of the date according to the Company's regular year-end process, the greater of moving to the minimum wage scale for their system title or 3% of current salary and shall be paid no later than April 1, 2021

2022 (Year 3): Effective as of the date according to the Company's regular year-end process, the greater of moving to the minimum wage scale for their system title or 3% of current salary and shall be paid no later than April 1, 2022

- iii. The Huffington Post shall have the right, at any time, to compensate any bargaining unit employee at a rate higher than the minimum set forth in this Agreement, at its discretion. The payment or non-payment of such higher rates shall not be subject to negotiation or the grievance procedure of this Agreement.
- iv. The Huffington Post may continue to provide a merit bonus program, equity and stock grants, year-end and other occasional gifts and give-aways, and any and all other forms of compensation. All terms of each of these compensation programs, including the right to eliminate such programs, shall continue to be within the sole discretion of The Huffington Post.
- v. All employees in the bargaining unit with the exception of the Comment Moderator position are classified as exempt under the Fair Labor Standards Act. Comment Moderators that work in excess of 40 hours per week shall receive overtime in accordance with applicable state and federal law.

Article 16: Workload and Compensatory Time

- a. Bargaining unit employees are entitled to receive compensatory time off in accordance with the following:
 - i. A bargaining unit employee is entitled to compensatory time off for coverage that is requested by his or her manager and either requires them to work or be "on call" for a half or full-day on their regular non-working days or Employer holidays ("Comp Time"). All Comp Time-eligible coverage must be requested in writing by management in advance of such coverage.
 - ii. Generally, time spent traveling will not be considered work for purposes of this provision unless the employee is performing work while traveling such that it would otherwise qualify as Comp Time or, in limited circumstances, if the manager explicitly requires that the employee must travel on a regular non-working day or Employer holiday and the duration of such travel is for a half-day or more.
 - iii. Generally, Comp Time will not be based on the amount of hours worked per day or per week. Comp Time will be provided in half-or full-day increments (i.e., 1 "Comp Day" will be equivalent to 1 paid day off) for each approved coverage event, including on-call assignments (whether or not such on-call assignments result in actual work).
 - iv. Any authorized Comp Time will be available as of the date of the manager's approval. However, the parties recognize the importance of

appropriate recuperation time and shall continue to approve reasonable Comp Time requests.

- v. The use of Comp Time must be requested in writing and provide manager with reasonable advance notice. Bargaining unit employees are required to use any approved Comp Time in half or full day increments within 30 days of the coverage event, subject to manager approval in advance which shall not be unreasonably denied. If a manager denies a bargaining unit employee's request for Comp Time, the employee will receive an additional 30 days to use any approved Comp Time not to exceed a total period of 60 days from the coverage event. As such, employees will need to manage their leave balances, in coordination with management, or will forfeit any unused Comp Time within the applicable time frame, unless otherwise prohibited by state or local law.
 - vi. Any employee whose regular working day includes one or more weekend day (i.e., Saturday or Sunday) and/or whose regular working day ends on or after 10 p.m. in the employee's local time, shall receive three (3) full days of Comp Time semi-annually to be used within that six (6) month period. All other rules and guidelines with respect to Comp Time shall apply.
- b. Unused Comp Time will not be paid out under any circumstance, including upon separation of employment, unless otherwise required by state or local law. This Comp Time program does not apply to FLSA Non-Exempt comment moderators.

Article 17: Leave and Related Policies

- a. Bargaining unit employees shall continue to be eligible for the following time off benefits:
 - Vacation
 - Sick Leave
 - Family Sick Leave
 - Personal Days
 - Company Holidays
 - Family and Medical Leave
 - Parental Leave
 - Personal Leave of Absence
 - Military and National Service
 - Jury Duty
 - Witness Leave
 - Voting Leave
 - Bereavement Leave
 - Volunteer Days

- b. It is agreed that the time off benefits provided to bargaining unit employees exceeds those provided for in the New York City Earned Sick Time Act, and, as such, the provisions of that act are hereby waived.
- c. Each of these policies may be modified or eliminated without negotiation with the Guild in the sole discretion of the Company, provided that such changes apply to all non-Executive employees at the Company.

Article 18: Employee Benefits

- a. Bargaining unit employees shall continue to be eligible for the following benefits:
 - Medical, Dental and Vision Insurance
 - 401(k)
 - Flexible Spending Accounts (e.g., mass transit commuter, bicycle commuter, parking, medical, dependent care)
 - Disability
 - Other similar Voluntary Benefits provided by the Employer
- b. Each of these policies may be modified or eliminated without negotiation with the Guild in the sole discretion of the Employer, provided that such changes apply to all non-Executive employees at the Company.
- c. The Guild will be notified within a reasonable period of time of any material changes to the above policies.

Article 19: Labor Management Committee

There will be a labor-management committee consisting of up to six (6) representatives of management and six (6) representatives of the bargaining unit, which shall meet at mutually agreeable times to discuss issues relating to the workplace.

Article 20: Grievance and Arbitration Procedure

- a. A grievance shall be defined as an allegation by The Huffington Post or the Guild that there has been a breach, misinterpretation or improper application of a term of this Agreement, and shall be processed and disposed of as set forth below.
- b. Step 1: The Guild shall advise the HR Lead in writing of a grievance. Grievances shall be filed within forty-five (45) calendar days of the facts giving rise to the grievance. The HR Lead and the relevant manager, if any, shall meet with a representative of the Guild and the relevant employee within seven (7) calendar days of filing to discuss the grievance. The Huffington Post shall thereafter have ten (10) calendar days in which to deliver a written decision to the Guild.
- c. Step 2: If a grievance is not satisfactorily resolved at Step 1, it may be referred within forty-five (45) calendar days of receipt of the Step 1 decision to an

arbitrator selected from the following panel: Howard Edelman, Carol Wittenberg, and Joan Parker. The panel members shall be designated to serve on a rotating basis.

- d. Grievances filed by the Employer shall follow the same timeline as provided for in paragraphs (b) and (c) above.
- e. The arbitrator shall have no power to add to, subtract from or modify any provision of this Agreement and his/her opinion and award shall be final and binding upon the parties.
- f. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.
- g. Any time periods in this Section may be waived or held in abeyance only by written agreement between the parties.

Article 21: No-Strike/No Lockout

- a. The Company 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:
 - i. it will not strike (including any sympathy or unfair labor practice strike), picket, or boycott the Company, or directly or indirectly interfere with any of The Huffington Post Operations;
 - ii. 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, picketing, boycott, or interference with any of The Huffington Post Operations; and
 - iii. it will instruct its members to perform all assigned work with the Company and it will at the same time instruct them not to strike against, picket, or boycott the Company.

Article 22: Work Resources

Bargaining unit employees may request that the Employer consider providing appropriate, additional job-related resources (e.g., subscriptions, computers), based on business need and associated costs.

Article 23: Successor

This Agreement shall be binding on any successor of the Employer, which will abide by the Agreement's terms and conditions for the duration of the Agreement.

Article 24: Office Relocation

To the extent consistent with any confidentiality and non-disclosure obligations the Company may have with respect to any office relocation, if the Company moves a group of bargaining unit employees to a new office space more than 25 miles from its current city limits, (i) the Company will notify the Union at least sixty (60) days in advance of the move or such shorter notice as is practicable given the circumstances; and (ii) where more than 25% of bargaining unit employees are moving from a single location, the Company will schedule a meeting to inform the bargaining unit employees of the future location, office space and amenities, which are known at that time.

Article 25: Career Development

- i. If an existing bargaining unit employee applies for a posted position with the Employer and they are not offered the position, they may request feedback on their application from their supervisor or a designated Employer representative. Such feedback shall be provided within 30 days of the hiring decision.
- ii. If an existing bargaining unit employee formally requests a promotion or a raise with the Employer (which shall occur no more than twice a year, in accordance with the formal evaluation cycle in writing), and they are not offered the promotion, they may request feedback on their request from their supervisor or a designated Employer representative. Such feedback shall be provided in writing, as part of the formal evaluation cycle following the promotion decision.
- iii. Nothing precludes the parties from discussing career development on a one-on-one basis throughout the year in a less formal setting.
- iv. It is agreed that the decision as to whom to hire, provide additional raises beyond this Collective Bargaining Agreement, or promote into any position or level remains within the sole discretion of the Employer. Both parties agree that performance is only one element of the promotion process.
- v. It is expressly understood that while the criteria set forth in this paragraph may serve to provide basic description of position levels, they are not the only criteria the Employer uses in hiring or advancement. Therefore, nothing in this Article (including, but not limited to, any information provided by the Employer or any manager in accordance with the terms of this paragraph or the category descriptions provided below) shall be the basis for or be used as evidence for any grievance or other claims asserting that any bargaining unit member is working "out of title."

Associate	Generally, an entry-level position for the Employer or new to field
Mid-level	Demonstrates proficiency over topic with expanded knowledge and experience. Demonstrated ability to work independently

	and may provide guidance to other employees.
Senior	Demonstrates exemplary contributions in role, area of expertise, or skill. May facilitate collaboration across staff/teams, may provide guidance and direction to other level employees.

- vi. The above categories are intended to be inclusive (e.g., Associate level includes current positions of Associate Editor, Associate Producer, Associate Reporter).
- vii. Nothing precludes employees of any level from collaborating across teams (as approved or directed by management), and nothing suggests that the Employer shall be required to move employees to teams because of said collaboration.

Article 26: Legal Support

- i. If any current bargaining unit employee or former bargaining unit employee who left the Company in good-standing 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, the Company shall defend the employee at the Company's reasonable expense. Selection of such counsel will be at the discretion of the Company. Management and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation.
- ii. The Company shall not be responsible for defending or indemnifying any employee who has engaged in fraud, criminal conduct, or a knowing or negligent violation of any law or Company policy (as interpreted consistent with the Employer's editorial standards and Society of Professional Journalists Code of Ethics).

Article 27: Bulletin Board

The Company agrees to provide a bulletin board in the Huffington Post area of the New York and Washington D.C. offices accessible to Employees provided that such boards are used exclusively for Union announcements and other factual information appropriate for bargaining unit employee communications.

Article 28: Term of Agreement and Negotiations

- i. This Agreement shall be effective as of the ratification date and shall continue in full force and effect up to and including January 31, 2023.
- ii. Unless either party gives at least sixty (60) days' notice prior to January 31, 2023, this Agreement shall remain in full force and effect until one party does provide such sixty (60) day notice. If such notice is given with less than sixty (60) days prior to January 31,

2023 or after January 31, 2023, the expiration date of this Agreement shall be the sixty-first (61) day following such notice.

SIGNED this 14 day of February, 2020, at New York, New York.

Huffington Post

By Alex Wallace
Alex Wallace, Head of Media

Writers Guild of America, East, AFL-CIO

By Lowell Peterson
Lowell Peterson, Executive Director

SIDE LETTER #1

The parties agree that the collective bargaining agreement set to expire on January 31, 2020 shall be extended through the announcement of the Union's first ratification vote in February 2020.

Huffington Post

By Alex Wallace
Alex Wallace, Head of Media

Writers Guild of America, East, AFL-CIO

By Lowell Peterson
Lowell Peterson, Executive Director

SIDELETTER #2

Each bargaining unit member employed at the time of ratification shall receive a one-time payment (subject to all applicable taxes and withholding) as follows (based on title and salary at the time of ratification):

Groups	One Time Payment
Senior Editors / Senior Reporters Receiving 4.5% increase in 2020	\$500
All employees above minimums salary (including all other Senior Editors and Senior Reporters)	\$1000
All other employees at minimum salary	\$1500

Huffington Post

By Alex Wallace
Alex Wallace, Head of Media

Writers Guild of America, East, AFL-CIO

By Lowell Peterson
Lowell Peterson, Executive Director