

**WGAE - Onion, Inc. (G/O Media) Memorandum of Agreement**  
**January 15, 2021**

The Writers' Guild of America, East, Inc., AFL-CIO ("WGAE" or "Union") and Onion, Inc. (a wholly owned subsidiary of G/O Media, Inc.) ("Company") hereby agree to continue and extend their December 2018 collective bargaining agreement, modified as follows:

**1. Article 1 - Recognition:**

- a. All references to Clickhole in the contract will be removed.
- b. Deadspin will be added to the recognition clause of the contract.
- c. The following job titles will be added to the recognition clause: Gaffer, Features Editor, Junior Finishing Editor, and Sports Editor.

**2. Article 6 - Labor Management Committee:**

- a. Add the following new paragraph to Article 6:

The parties share a commitment to diversity, parity, and inclusion in both editorial staff and coverage. The Company shall make strong and sustained efforts, including the commitment of resources to recruitment, mentorship, and trainings. The Company shall provide \$15,000 per year towards Equity and Inclusion initiatives. The Labor Management Committee will discuss the use of the \$15,000 budget allocation and make specific recommendations on its use."

**3. Article 7 – Grievance and Arbitration Procedure**

- a. Article 7(C) - Add the following: "Either party may request (but not require) FMCS grievance mediation. The request for mediation will not change the time line for requesting arbitration."

**4. Article 8 – Compensation:**

- a. Effective January 1, 2021, minimum salary of \$50,000. All other salary minimums remain the same.
- b. Effective January 1, 2021, all bargaining unit employees shall increase to the minimum salary for their job title, or receive a 3% increase, whichever is greater.

c. Effective January 1, 2022 and January 1, 2023, all bargaining unit employees shall receive a 3% increase.

d. The above-referenced salary increases are the only required and currently anticipated-non-promotion increases of any kind for bargaining unit employees during the contract term.

5. **Article 9 – Benefits**

a. Article 9 (B) – Replace with the following:

The Company shall continue to provide \$100/month reimbursement practice for health and wellness expenses, with the goal for all employees to have access to a gym (applied in a manner consistent with the Company’s existing practice).

b. Article 9(D) – Replace with the following:

Effective upon ratification, the Company shall match 50% of the employee’s contributions up to the first 4% of the employees’ salary in the 401(k) benefit plans. The Employer shall pay the annual contribution on or before April 15 of the following year. The employee must be on payroll as of December 31 to receive the matching payment.

c. NEW Article 9(E):

As the benefits provided for in this collective bargaining agreement are comparable or better than those provided by the statutes, the parties hereby expressly waive application of both the New York City Earned Sick Leave Law and the New York State Paid Sick Leave Law.

6. **Article 10 – Professional Development**

a. Replace current language with the following:

After one year of continuous service, regular full-time employees who successfully complete pre-approved courses, seminars, etc., specifically related to job advancement and/or job enrichment are eligible to receive up to an annual maximum of \$1,000 for continuing education. Employees, upon submitting evidence of proof of payment, will be reimbursed up to 50% of the costs associated with the completed course, seminar, etc. (excluding registration fees and/or books).

If an employee, who has received Onion, Inc. continuing education funding, voluntarily resigns or is terminated for cause from his/her position within 12 months of the educational reimbursement, that employee will be required to refund the reimbursement to Onion, Inc. in full.

Employees must receive specific management approval from their Department Head prior to incurring any expense.

7. **Article 11 – Paid Time Off**

- a. Article 11(B) – DELETE
- b. Article 11(D) – Replace with the following:

Given the need for appropriate rest and recuperation, all employees shall be entitled to take a minimum of three (3) weeks off per year with two of those weeks provided between December 1 and January 15 (“Winter Break Period”), and one of those weeks coming between June 1 and August 31 (“Summer Break Period”). The Winter Break Period may be taken in either consecutive or non-consecutive weeks, with scheduling subject to approval of their supervisors. All scheduling will take into account the need for output to continue throughout this period.

No employee shall be disciplined or retaliated against for requesting to take time off or taking such time that is approved by management. In the event an employee is denied a request for time off pursuant to the Unlimited PTO Policy, they may, if they wish, discuss the matter with HR, or other Company designee.

8. **Article 12 – Leaves of Absence**

- a. Article 12(C) – Added new Paid Parental Bonding that we TA’ed on

**Parental Leave:** The Company shall continue to provide maternity leave per its current policy. The Company shall also provide full-time regular bargaining unit employees a minimum of **eight (8)** weeks of consecutive Paid Parental Bonding Leave, which must be completed within eighteen (18) weeks of (1) the birth of the employee's child, (2) the placement of a child with the employee for foster care or adoption, or (3) in the case where the employee is disabled by a condition associated with childbirth, the date the disability period ends.

- b. Article 12(E) – Replace with the following language:

The Company shall maintain a minimum of ten (10) holidays including Juneteenth. Nothing prevents the Company from offering more holidays. Any bargaining unit member required to work on a company holiday by their manager shall be able take another day off within the following ten (10) business days.

9. **Article 14(B) – Severance:** Revised to read:

a. In the event of a layoff or a termination pursuant to Article 13.D, a bargaining unit employee who is terminated after 6 months but less than one year of employment shall, upon execution of a standard Company waiver and release agreement, receive at least five (5) weeks of severance pay. An employee with at least one year of employment but less than two years of employment shall, upon execution of a standard Company waiver and release agreement, receive six (6) weeks' severance pay. An employee with at least two years of employment but less than four (4) years of employment shall, upon execution of a standard Company waiver and release agreement, receive eight (8) weeks' severance pay. An employee with at least four (4) years of employment shall, upon execution of a standard Company waiver and release agreement, receive 2 weeks' severance pay per full year of service, with a maximum payment of 14 weeks of severance pay. For laid off bargaining unit employees who enroll in COBRA at a plan no greater than the plan they were enrolled in as an employee, the Company shall cover the employer share of health care for the same period as their severance period (starting with the employee's termination date). The Company shall directly pay the employer share of COBRA to the COBRA administrator. Thereafter, laid off employees can continue in COBRA at the full cost.

10. **Article 15 – Editorial Independence:**

- a. Update references to reflect CEO of G/O Media and other positions.
- b. Include Deadspin in section "Bargaining unit employees on A.V. Club and the Takeout shall not be assigned to create content which is demonstrably false."

11. **Article 16 – Health and Safety, etc.:**

- a. Add "Online Harassment" to title of Article
- b. Article 16(E) - Add the following: "LMC will discuss appropriate diversity and inclusion-focused bargaining unit training, such as anti-discrimination and unconscious bias."
- c. Add the following new Article 16(F)

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.

iii. The Employer shall block individuals that it deems are “serial harassers” from a vertical’s social media accounts if requested by an employee.

iv. 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, provide appropriate guidance, and establish best practices for addressing such issues;

v. If there is reason to believe the employee will be a target of work-related online harassment, the Employer shall take reasonable steps, which, depending on the circumstances, may include contacting social media providers, informing the employee’s EIC that the employee may need additional appropriate accommodations, to address the online harassment, and assisting the employee with contacting the Employer’s EAP program for mental health services, to assist Employees in protecting them from online harassment.

## **12. Article 18 - Career Development/ Staffing**

a. b. 18 (D) – Delete line: “or formally requests a promotion, raise or title change in writing.” **TA on management proposal**

b. 18 (H) – Delete. **TA on management proposal**

## **13. Article 19 – Contractors:**

Within 90 days after the ratification of this Agreement, the current “CAPS” contractors will be converted to full-time employees covered by the terms of the collective bargaining agreement.

**14. Article 22 – Diversity:**

- a. Side Letter – DELETE
- b. A. Diversity Committee: Agree to remove section [some language moved to Article 6; rest of language and side letter deleted]
- c. B. Information and Data: Retain section
- d. C. Open Job Positions: Retain section

**15. Article 23 – Office Location:**

- a. Add new Article 23(B)

Bargaining unit members will receive the same expense reimbursement and remote work stipend that may be provided to other similarly situated employees.

- b. Add new Article 23(C)

In the event employees are required to work from home/remotely on a permanent basis (i.e., an office will not be reopened or, if in the future, an office is closed and not moved to another location), the impacted employees will receive at least 30 days' notice.

**16. Article 24 – Workplace Transparency**

- a. Add New Article 24(D):

Personnel File: Upon request, an employee is entitled to review their employment records consistent with Illinois law.”

**17. Article 28 – Term**

- a. Through January 31, 2024

For Onion Inc.



For Writers Guild of America, East

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