

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SALON.COM LLC**

**And**

**WRITERS GUILD OF AMERICA, EAST, INC.**

**January 1, 2022 – December 31, 2024**

This Agreement is made and entered into by and between Salon.com LLC (the "Company" or "Employer") And the Writers Guild of America, East (the "Guild" or the "Union")

## **Article 1: Recognition Clause**

The Company recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9 (a) of the National Labor Relations Act (the "Act") of a unit of fulltime and regular part-time writers, assistant editors, section editors (e.g., politics, video, culture, social media and cover editors), deputy editors, senior editors, associate managing editors, art directors, producers (e.g., audio, video), and comment moderators employed by Salon for the creation of salon.com branded content, including those performing substantially similar duties, and excluding all other managers, clerical employees, guards, professional employees and supervisors as defined in the Act.

The Company will notify the Union of the creation of new job titles for non-supervisory employees as defined in the Act, for negotiation on unit inclusion and salary tier.

## **Article 2: Union Security**

1. The Employer agrees that it will not continue any Employee in its employ under this Agreement unless they are a member in good standing of the Union or has made application for membership in the Union within thirty (30) days following the beginning of their employment, or the effective date of this Agreement, whichever is later.
2. 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 five (5) days after the mailing of such notice to the Employer and the Employee.
3. 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: (1) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or (2) such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

4. If the Employer should employ an applicant not a member of the Union, it shall, prior to the beginning of such applicant's work, refer the applicant to the Union for information as to the Union membership requirements.
5. The Employer will provide a copy of the current Salon-WGAE Agreement to all employees hired into bargaining unit positions.
6. Bargaining unit job postings will include this statement: "This is a position covered under the Writers Guild of America, East, Collective Bargaining Agreement."

### **Article 3: Dues Checkoff**

1. 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.
2. WRITERS GUILD OF AMERICA "I, the undersigned, hereby authorize and direct Salon, 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: Discipline**

1. No employee shall be discharged or otherwise disciplined without just and sufficient cause, except as provided and subject to the provisions set forth below.
2. Prior to discharge, any and all discipline shall be corrective in intent.
3. Editorial/Creative-Related Discipline: In disciplinary arbitrations concerning employee editorial/creative performance (e.g., editorial content; editorial quality;

professional journalistic ethics), the Arbitrator may not substitute their judgment for the editorial judgment of Salon and shall conclude that Salon's editorial standards and its judgments regarding same are reasonable unless rebutted by the Guild by substantial evidence. The arbitrator shall not have the authority to modify Salon's editorial standards.

Unit members terminated for editorial/creative related discipline shall receive no less than six (6) weeks' severance and two months of fully paid COBRA coverage upon termination.

4. 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, threats of any kind, plagiarism or other major professional ethical violations, or violations of the Company's harassment policies.

5 As required by law, employees shall have the right to Union representation at all meetings that may lead to discipline.

6. Whenever the Company issues a written notice of disciplinary action to an employee, it shall immediately inform the WGAE Business Agent or their designee that a written disciplinary notice has been issued, and the name of the employee to whom it was issued. The Company will provide the Union and the employee with copies of any written disciplinary action within two (2) days, and the employee shall have the opportunity to respond in writing and have that response placed in their Human Resources files.

7. Probationary Employees: The Employer shall have the right in its sole discretion to discharge any employee in their first three (3) months of service for any reason and without recourse to the grievance and arbitration provisions of this Agreement. The Employer may request to extend the probation to six (6) months. The Employer's request shall not be unreasonably denied. The Company will provide an employee within their probationary period with written notification of any known performance issues that may impact their successful completion of the probationary period. The Company also shall notify the Union of any such concerns in advance of an employee's termination prior to completion of the probationary period.

## **Article 5: Grievance and Arbitration**

1. Any complaint, controversy, dispute, or claim (herein, collectively, a "grievance" or "grievances") between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.
2. All grievances must be raised in accordance with Section 1 above within sixty (60) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance and must be submitted by the grieving party to the non-grieving party in writing, no later than ninety (90) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company and the WGAE shall meet within ten (10) calendar days of receipt of the written grievance.
3. If the grievance is not resolved, the grieving party may, within sixty (60) calendar days following the grievance meeting (or, if the parties fail to meet as prescribed above, within sixty (60) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision.
4. The determination of the arbitrator shall be final and binding upon the Company, the WGAE, and/or the represented employee(s); and the costs of the arbitration (e.g., arbitrator's fee, filing fees) shall be borne equally by the Company and the WGAE, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.
5. A failure to submit a grievance or demand arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance and/or the arbitration as the case may be.

## **Article 6: Management Rights**

Except to the extent abridged by a provision of this Agreement and any local, state or federal laws, the Company reserves and retains all rights to manage its business. This includes the right to establish, change or continue policies, practices, and procedures for the conduct of its business, including but not limited to the publication and exploitation of any written, audio or video materials of any kind; to discontinue

operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company; to establish and change work locations, schedules and assignments; to transfer and promote represented employees, or to layoff, suspend, discipline or terminate represented employees for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

### **Article 7: Contractors, Freelancers, Fellows, and Interns**

1. No contractor, fellow, or intern shall perform bargaining unit work on a full-time basis (i.e., 35 hours or more a week on average) for more than a six (6) month-period. If, at the end of a six (6) month period, the Company decides to retain the contractor, fellow or intern, the individual shall be offered the option to convert to staff at full-time status. Notwithstanding the above, where a contractor, fellow or intern has been engaged to cover for an employee on any leave, the contractor's, fellow's or intern's period of engagement shall be automatically extended to cover the duration of the employee's leave.

Full-time Contractors shall only perform bargaining unit work that is project-based and time bound, or that provides coverage for a bargaining unit employee on leave.

2. Time worked for the Company by contractors, fellows, and interns shall be added to seniority when hired for a bargaining unit position. Contractors, fellows and interns who were engaged full-time and who are converted to full-time employees shall be provided with up to two (2) months' credit toward their probationary period (see Article 4: Discipline, Section 7) for time spent as a contractor, fellow or intern.

3. In the event that the Employer engages a contractor to replace a bargaining unit employee who has been terminated or has resigned, it shall not utilize any such contractor for more than 4 months while attempting to fill the position. However, the Employer may seek an extension of this time limitation for good cause shown, which request shall not be unreasonably denied.

4. The Employer shall notify the Guild when it has engaged a contractor fellow or intern full-time to perform bargaining unit work for greater than three (3) months, providing start date, assigned project/coverage, and estimated end date.

## **Article 8: Legal Support**

If any current bargaining unit employee or former bargaining unit employee is sued, 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 provide the employee with legal representation at the Company's expense, provided that the employee acted within the scope of their duties or authority, consistent with management direction and advice, and in accordance with journalistic standards or ethics. Selection of such counsel will be at the discretion of the Company. Management and the involved employee will notify each other promptly upon receiving notice of such litigation or threat of litigation. The Company may discontinue providing an employee with legal representation if the employee takes any action related to the legal action that is contrary to the clear and written direction, advice or recommendation of counsel provided by the Company.

## **Article 9: Career Development**

1. Employees shall be afforded the opportunity to apply for all jobs posted on the Company career site.
2. Bargaining-unit employees shall be afforded the opportunity at least twice annually to meet with their supervisor upon the employee's request to discuss the employee's career opportunities.
3. Each employee shall meet with their supervisor at least once per year, or upon the request of the employee, for the purposes of receiving a review of their performance.
4. A record of any performance review shall be provided to the employee within fourteen (14) days. During at least one review per year, there shall be a compensation assessment and a discussion of anticipated performance goals and expectations for the following year. A manager/ supervisor with authority to grant a raise, promotion, or bonus shall be present in such meetings. Requests for a pay increase or promotion shall not be a cause for discipline.
5. If an existing employee applies for a posted position or formally requests a promotion, raise or title change in writing, and is not selected for the role or change, they may request feedback on their application from their supervisor or a designated Company representative. Such feedback shall be provided within seven (7) days.

6. The Company shall continue to encourage and support BIPOC and underrepresented employees, including through internal mentoring, professional development and exploring pathways to promotion. Bargaining unit employees may request to attend relevant classes or conferences, outside of their assigned work duties, to further their professional development. The Company shall evaluate and approve such requests on a case-by-case basis, and if approved, the Company shall pay reasonable employee expenses for such class or conference (including travel expenses) subject to the Company's travel and expense policy. Approvals of such requests shall not be unreasonably denied, subject to business and operational concerns and considerations. The Company shall allocate a minimum of \$10,000 in funding in each year of the Agreement to fulfill employee requests for professional development.

7. Upon the request of an employee, the Company shall inform the employee of any minimum qualifications for a job to which the employee may aspire, including educational requirements, work experience, and skills. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, except where an employee has recall rights pursuant to Article 21 (Severance and Layoff Procedure), Section 2.

8. All salary increases not required by this agreement shall be communicated to employees and the Union in writing.

9. The Company shall maintain written job descriptions for all bargaining-unit positions, which may change from time to time. Upon request, employees will be provided the job descriptions of any job within the bargaining unit. When bargaining-unit employees are hired, they shall be provided with a copy of their job description within thirty (30) days.

10. Employees shall be notified of any vacancy at the Company for a permanent full-time position by means of vacancy announcements within one (1) day of the position being internally posted and before the Company publicly advertises the position elsewhere. Bargaining unit employees will be afforded the opportunity to apply for all vacancies and are encouraged to do so.

## **Article 10: Productivity**

1. To the extent that bargaining unit employees have productivity goals (including pitches) established by the Company, such goals shall be adjusted to account for



approved absences from work (e.g., for sick leave, Company holidays, vacation days, etc.).

2. In the event that the Company makes a change or a Company partnership/sponsorship/initiative makes a demand that in the Company's good faith opinion, necessitates a change to existing daily, weekly, or monthly productivity goals for bargaining unit employees, the Company shall provide the affected bargaining unit employees with as much advance notice as possible. Bargaining unit employees shall be given a reasonable amount of time based on business needs to acclimate to any such changes to productivity goals, including upon hire.

3. Bargaining unit employees may be asked to respond to reasonable requests to handle time-sensitive matters outside of their typical work hours as necessitated by their job duties. If the frequency of such requests becomes unduly burdensome, bargaining unit employees should notify their managers who will then make good faith efforts to address their concerns. For purposes of clarity, any work, including work to meet productivity goals, is subject to the provisions of Article 11, Compensatory Time. The Company shall provide sufficient proofreading support for the editorial team. The company and the union shall work jointly through the labor management committee to determine a plan for sufficient support.

### **Article 11: Compensatory Time**

1. Employees shall receive compensatory time ("comp time") for work on a scheduled day off (see Section 2 below) or for work in excess of 10 hours on regular, scheduled work days (see Section 3 below) as assigned by a manager or supervisor for either pre-planned newsworthy events (e.g. award shows, political debates, sporting events) or major breaking news situations or other unforeseen newsworthy events.

2. Any employee required by a supervisor or manager to perform two (2) or more hours of work on a scheduled non-work day is eligible for compensatory time off. By way of example, an employee whose regular work schedule is Monday-Friday, who works Monday-Friday, and who is scheduled to work (and performs two or more hours of work) on a Saturday shall receive comp time in accordance with Section 5 below. Similarly, an employee whose regular work schedule is Tuesday-Saturday and who is scheduled to work (and performs two or more hours of work) on a Sunday shall receive comp time in accordance with Section 5 below.

3. An employee who works more than ten (10) hours on a regular, scheduled work day to cover a pre-planned newsworthy event or a major breaking news story or other unforeseen newsworthy event shall be entitled to Comp Time in accordance with Section 5 below. The Employer shall retain the right to determine the work schedule of

employees on any such days. For example, employees assigned to cover a political debate or an award ceremony may be assigned to begin work at 3 p.m.; in such cases, the employee would not be entitled to Comp Time if the employee works 10 or fewer hours that work day (i.e., ends work prior to 1 a.m.).

4. The use of compensatory time off must be pre-approved by the employee's supervisor or manager in advance, and in writing. In cases of pre-planned events, managers will inform employees when assigning the work of the amount of Comp Time the employee can expect to accrue during coverage. In cases of breaking news events, managers will inform employees within 48 hours of the event of the amount of Comp Time the employee accrued during that extended work period.

5. All Comp Time will be provided in half- or full-day increments (i.e., 1 "Comp Day" will be equivalent to 1 paid day off). An employee who works fewer than 6 hours on a non-work day pursuant to Section 2 above or who works more than 10 but fewer than 16 hours on a scheduled work day pursuant to Section 3 above shall be entitled to  $\frac{1}{2}$  day of comp time. An employee who works 6 or more hours on a non-work day pursuant to Section 2 above or 16 or more hours on a scheduled work day pursuant to Section 3 above shall be entitled to 1 full comp day. Any authorized Comp Time will be available as of the date of the manager's approval.

6. Bargaining unit employees are required to use any approved Comp Time in half or full day increments within 90 days of the coverage event, subject to manager approval. If a manager denies a bargaining unit employee's request to use Comp Time, the employee will receive an additional 30 days to use previously approved Comp Time. Employees will need to manage their leave balances in coordination with management. Any unused Comp Time within the applicable time frame noted above will be forfeited, unless otherwise prohibited by state or local law.

7. The Company shall ensure that employees' workloads are manageable (i.e., that an employee's required work does not result in an excessive amount of comp time).

## **Article 12: Editorial Independence and Transparency**

Bargaining unit employees will not be required to work on branded content. Editorial content decisions shall be made by editorial management and editorial staff (as appropriate) only, subject to legal and similar review and compliance.

Salon 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 operation.

### **Article 13: Outside Work and Freelancing**

1. If a bargaining unit employee wishes to perform freelance journalistic work for a third party, on a one-off or ongoing basis, the employee must obtain advance approval from management, and the following procedure shall be followed:
  - a. The employee shall notify their manager of their desire to engage in freelance journalistic work for a third party (“Outside Work”).
  - b. The manager shall make a determination as to whether to approve the proposed Outside Work. The Company will make its determinations as to whether to approve Outside Work in a non-discriminatory way and may deny such a request based upon reasonable business concerns and demands. Determinations will take into account whether the Outside Work is competitive with Salon and/or the employee’s vertical(s), and how it may affect the bargaining unit employee’s existing schedule. Requests for Outside Work shall not be unreasonably denied, subject to the Company’s evaluation of the business considerations set forth above.
  - c. Employees shall receive a response for requests for approval for Outside Work within 48 hours.

### **Article 14: Non-Discrimination**

1. Bargaining unit employees will not be discriminated against based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, criminal record, socioeconomic status, DACA status, sexual orientation, religion, gender identity, gender expression, veteran status, Union activity, housing status, physical characteristics, past history of drug use, or any other factor protected by applicable law. Rather, the Parties acknowledge that discrimination shall not be tolerated. Alleged discrimination on grounds other than those protected by applicable law may be raised by bargaining-unit employees and/or their Union representative.
2. The Company shall provide a work environment where people can work together comfortably and productively, free from sexual harassment or harassment based on any of the factors listed above.
3. The Company will consider and provide reasonable accommodations for disabilities in accordance with applicable law and shall permit an employee to have a

union representative attend a meeting related to requests for accommodation. The Company shall continue to provide access to an EAP program.

4. The Company shall continue to work with employees to permit them to adjust their work schedules to enable observance of religious holidays.

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

6. The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities. Employees may have a right under applicable laws to certain reasonable accommodations or to a modification of existing accommodations.

7. The Company shall continue to maintain a process in which managers and employees engage in an interactive dialogue to identify reasonable accommodations in accordance with applicable law and Company policy.

8. This provision does not prohibit an employee from pursuing claims made 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 15: Health and Safety / Harassment / Workplace Culture**

1. The Company shall take reasonable measures to ensure a healthy and safe workplace environment.

2. The Company shall establish a system for reporting and investigating injuries, illness, or other accidents that occur because of work activities.

3. An employee shall have the right to refuse to perform work that they have reason to believe is unsafe or unhealthy or which would cause damage to the work environment.

4. The Company shall communicate protocols for high-risk field work to employees as necessary and provide trainings as necessary.

5. Harassment

a. The Company shall continue to enforce its harassment policy and ensure that the policy is available to all employees.

- b. Employees may bring a Union representative with them to an initial meeting in which they communicate a harassment concern or complaint. When a claim has been raised by a bargaining unit member ("Claimant") or against a bargaining unit member ("Respondent") alleging harassment, then, at the request of the Claimant and/or Respondent, a Guild employee (who is not a bargaining unit member and is not a party or witness to any of the events at issue) will have the right to attend the Company's investigatory meeting with the Claimant and/or Respondent. The Guild agrees that its role in any such investigatory meeting is supportive only, and that the Guild employee will not interfere with or frustrate the investigatory interview. The Guild agrees that everything said in such investigatory meeting(s) is and will be treated as strictly confidential, and the Guild will not disclose in any way any such information, including to any third party, or to any bargaining unit or non-bargaining unit employee (other than to Company employees/representative(s) charged with conducting the investigation), and the Guild agrees to execute a document agreed upon with the Union to that effect. Without limiting the foregoing, and for the sake of clarity only, (a) if Guild employees attend both the Claimant's investigatory interview and the Respondent's investigatory interview, the Guild will not disclose information to the Claimant learned from the Respondent and vice-versa; and (b) this provision does not prohibit the Union from disclosing publicly available information or information learned prior to the investigatory meeting simply because such information also is discussed in the investigatory meeting (understanding that the fact it also was discussed in the meeting should not be disclosed). For the purposes of maintaining confidentiality, the Guild will assign different Guild employees, selected at its discretion, to attend the investigatory interviews of the Claimant and Respondent.
- c. Should a bargaining-unit employee initiate a claim of harassment, the Company will investigate the claim and provide the employee with a report of the outcome within 30 days of the close of the investigation. Such a report shall include whether the company is taking any remedial action(s) in response to the claim and any measures that will be taken to address the Claimant's concerns going forward.
- d. The Company shall ensure confidentiality and protection from retaliation for employees bringing harassment claims.

- e. The Company shall not request an employee to sign any non-disclosure agreement (NDA) or other similar agreement regarding or restricting the disclosure of the underlying facts of any harassment complaint or the fact that the claims have been resolved.

6. Upon request, the Company shall meet with the Union annually to review, discuss, and address pay equity in the Unit.

## 7. Online Harassment

- a. Within 120 days of ratification, the Company shall develop policies on online harassment (e.g., community standards that prohibit online harassment by commenters on the Company's various websites and platforms, reporting procedures for employees experiencing harassment). The Company shall seek input from the Union on such policies.
- b. The Company shall inform all bargaining-unit employees that they have the support of the Company if they experience online harassment. The Company shall make managers and supervisors aware of the risks of online harassment and who is likely to be targeted.
- c. In the event that an employee, as a result of or in connection with their work for Salon, is the target of harassment that threatens their personal safety (including, but not limited to doxxing or other such threats), Salon will work with the employee and take appropriate and reasonable measures under the circumstances (or arrange for such reasonable measures to be taken such as by retaining a third-party to take anti-doxxing measures), including where appropriate providing a short paid leave, to address their safety concerns.
- e. The Company will make training on online security and anti-harassment measures available to bargaining-unit employees.
- f. An employee assistance program (EAP) or peer-to-peer counseling will be made available to bargaining-unit employees who have experienced online harassment and/or are required to monitor and respond to abusive posts.

- g. The Company shall provide and pay for DeleteMe or similar services to employees who request the service, covering up to \$130/year per employee who elects coverage.
8. Nothing in this contract prevents an employee from seeking legal remedy.

### **Article 16: Separability, Savings and Successorship**

#### **1. Severability**

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

In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the Parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.

#### **2. Successorship**

In the event that the Company sells, assigns, or transfers 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 Company, the Company shall give the Union notice thereof prior to any public announcement, and as a condition to any such sale, assignment, transfer or change the Company agrees this Agreement shall be binding on any successor of the Company for the duration of the Agreement.

### **Article 17: Labor-Management Committee**

Salon and the Guild will establish a Joint Labor-Management Committee for the purpose of meeting and discussing employee concerns and matters affecting relations between the parties, including, among others, diversity, training, new technology, editorial independence, methods of operation and work processes, and other such matters. At the request of either party, the Committee will meet once every four months during the term of this Agreement. The parties shall exchange written agendas at least forty-eight (48) hours in advance of the actual meeting date. If an agenda is not provided 48-hours in advance, either party reserves the right to reschedule the meeting until the agenda deadline is met. Nothing herein prohibits the parties from meeting more

frequently. The Committee may discuss and address concerns regarding editorial standards and integrity relating to editorial content.

### **Article 18: Workplace Transparency**

The Company shall maintain an organizational chart, in electronic form, updated as appropriate, in which bargaining-unit employees can view the workflow chain of command. The organizational chart shall also indicate Company executives. The Union shall be notified by the Company of any changes in managerial command structure and handbook within one (1) week of the changes.

The Company shall notify bargaining unit employees when employees, managers or executives are hired, promoted, or leave the Company.

The Company shall disclose to unit employees the existence of new or ongoing syndication agreements (other than one-off syndication agreements) and license agreements with publishers or brands to publish their property.

The Company shall update the unit every six (6) months on the financial health of the Company.

The Company shall communicate to employees in writing when the Company implements or lifts hiring or pay freezes.

Employment Records: Upon request, an employee is entitled to review their employment records.

The Company shall mandate a training on all aspects of the Agreement for managers.

### **Article 19: Travel Expenses**

1. Employees shall not have to pay out-of-pocket for pre-approved, work-related travel expenses (i.e., hotel, airfare, Amtrak, car rentals). Expenses may be charged to the company, when approved in advance, or may be paid through cash advances, where appropriate (i.e., meals). Meal allowances of up to \$75 per day shall be included in any proposed travel budget request, subject to advance management approval.

2. If the employee is not assigned the travel directly by their manager, employees must make requests for work travel in writing to their managers, with a comprehensive proposed budget and a detailed proposal of deliverables, editorial or otherwise, including dates.



3. Managers reserve the right to refuse authorization for reporting trips, even if the employee offers to pay for some or all of the travel.
4. **Parking and Toll Expenses:** The Employer shall continue to reimburse employees for parking expenses and non-commuter tolls incurred during the course of their work assignments (i.e., not for travel to an office, but travel related to work on a particular assignment).
5. **After Hours Transportation for Designated Assignments:** If Employees are on a designated assignment in the evening (past 9pm local time), the Employer shall provide transportation for the Employee to get to their place of residence (or a hotel if traveling for work) upon advance manager approval.
6. **Expense Reimbursement:** For reimbursement expenses, the Employer shall reimburse the Employees on the next applicable payroll date following the approval of the submitted expense. All expenses must be submitted within ninety (90) days of being incurred in order to be approved.

## **Article 20: Diversity & Equity**

### **1. Diversity Committee**

The Parties share a commitment to diversity, equity, and inclusion in both editorial staff and coverage. The Company shall make strong and sustained efforts to promote diversity, committing resources to recruitment, mentorship, and training.

A Diversity Committee made up of three (3) Union members and three (3) management members shall convene within ninety (90) days of the ratification of this Agreement. The Committee shall meet every 3 months, to guide, assist, and monitor the progress of diversity, equity, and inclusion with regard to recruitment, selection, retention, mentorship, and advancement. Editorial management also shall hold quarterly editorial meetings in which concerns or ideas regarding diversity and equity issues in editorial coverage may be addressed. The Diversity Committee shall promulgate a mission statement setting forth its goals. The spending of the funds will be by consensus of the bargaining unit and management Diversity Committee members. A Guild representative may attend Diversity Committee meetings.

At least once a year, the Diversity Committee will discuss and determine the need, if any, for staff-wide training on diversity and inclusion. Topics for such training may include but are not limited to anti-oppression, anti-discrimination, and unconscious bias.

Upon such determinations, the Committee will identify an appropriate trainer and/or curriculum and implement the training in a timely manner.

## 2. Information and Data

The Company shall twice a year provide diversity reports on bargaining unit employees to the Diversity Committee based on the Company's Human Resources records, with available relevant demographic statistics including but not limited to race, ethnicity, national background, educational background, sexual orientation, gender identity, age, disability, and creed. In its meetings, the Diversity Committee will discuss publicly-posted Salon positions, places where current open Salon positions are publicly posted, circulated, or otherwise disseminated (e.g., websites, list-servs, social media groups, etc.), ongoing and newly launched initiatives to diversify the workforce (e.g., new partnerships with HBCUs for recruitment, involvement in journalist associations like NABJ, speaker series, workshops), and other information relevant to the Diversity Committee's mission statement and goals as may be available and appropriate.

## 3. Open Job Positions

All open job positions will be posted for a minimum of one week. The Company will make a sustained effort to circulate postings to and recruit candidates from groups that have been traditionally underrepresented at Salon and within the digital media industry, including with respect to race, ethnicity, national background, educational background, socioeconomic background, sexual orientation, gender identity, age, disability, and creed.

When the Company seeks candidates for a vacant bargaining unit position, it will make best efforts to ensure that candidates from groups underrepresented at Salon (e.g., BIPOC, those identifying as LGBTQ+, people with disabilities) will be included in the pool of interviewees. The Company will work jointly with the Diversity Committee to increase the candidate pool of underrepresented groups at Salon and shall post open positions to job boards that target applicants from groups underrepresented at Salon (e.g., the National Association of Black Journalists (NABJ), the National Association of Hispanic Journalists (NAHJ), the Asian American Journalists Association (AAJA), TransWork).

## 4. Freelance Bylines

With input from the Diversity Committee, the Company shall maintain a policy to promote diverse sourcing and freelancing bylines from underrepresented groups (e.g., BIPOC, people identifying as LGBTQ+, people with disabilities). Such a policy shall be provided and readily available to all bargaining-unit employees and circulated to bargaining unit employees annually in addition to being shared with new bargaining unit employees upon hire.

## 5. Gender Anti-Discrimination

The Company shall continue its practice of providing a safe outlet for every employee—not just for queer, gender-neutral, gender-nonconforming, non-binary, and gender-variant people—to communicate their pronouns. In accordance with Company policy, the Company shall, upon an employee's request, ensure that employee records use the names and/or pronouns with which the employee identifies. The Company shall then maintain said employee's pronoun preference on all reports thereafter. The Company shall also update any photographs, including identification badges, upon an employee's request to make such a change for reasons relating to gender identity. The Company shall provide gender neutral lavatories when the lavatory is in their control and will make best efforts to provide gender-neutral lavatories at any office facilities where the Company does not control the lavatories.

## **Article 21: Severance and Layoff Procedure**

### 1. Severance

Employees who are laid off for business or operational reasons shall receive a severance payment of two weeks' pay for each year of completed service, with a minimum severance payment of (i) 8 weeks of pay for employees with less than 3 years of service or (ii) 10 weeks of pay for employees with 3-5 years of service, and a maximum payment of 24 weeks' pay. Notwithstanding the above, unit members terminated for editorial/creative related reasons shall receive the severance set forth in Article 4, Section 3 (Discharge and Discipline) herein above. The Company shall reimburse laid off employees for the full cost of COBRA for the length of the severance period provided that the Employee enrolls in COBRA.

### 2. Layoff Procedure

The Company agrees to notify employees and the Union no later than two (2) weeks before the effective date of a projected layoff or reduction in force. The Company further agrees to provide the Union with the opportunity to propose feasible alternatives, although the decision regarding the layoff shall remain in the Company's sole discretion. For a period of ten (10) months from the date of a bargaining unit employee's layoff, the Laid Off Unit Employee shall have the right of first refusal in the event that their position, or a similar position that they are qualified for, is established by the Company. In such cases, employees may be required to accept an offer of (re)employment (recall) within three (3) days of the communication of such offer; if an employee fails to accept an offer of recall within the time period provided by Salon, they will be deemed to have waived

any right to reemployment or recall. Salon shall provide the Guild with notice of an offer of recall at the same time it provides notice to the employee.

In the event of a layoff, an employee may request copies of their work product to be used in a portfolio for job applications. Requests shall not be unreasonably denied.

If an employee is laid off and returns to the Company within eleven (11) months of the termination of their employment, the Company will honor the original hire date for purposes of any terms of this Agreement. Nothing in this Agreement prevents the Company from honoring the seniority or employment longevity for any employee who returns to the Company at any time after any period.

## **Article 22: Compensation**

Effective January 1, 2022, the salary of each full-time employee hired prior to January 1, 2022 and covered by this Agreement (i.e., excluding interns) shall be increased to the minimum salary set forth herein below, or by 5%, whichever is greater.

Effective January 1, 2023 all Employees shall receive an increase in base pay of 3%.

Effective January 1, 2024 all Employees shall receive an increase in base pay of 3%.

The Employer 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.

No bargaining unit staff employee shall have their salary reduced during the term of this agreement (except if they change from full-time to part-time status).

Upon promotion to a higher classification, an employee shall receive the minimum for the new position or an increase of at least 10%, whichever is higher.

Effective upon ratification of this agreement, the minimum annual salaries for each job classification shall be as follows:

<b>Job Title</b>	<b>Minimum Annual Salary Effective 1/1/22</b>
Staff Writer	60,000
Reporter/Investigative Reporter	63,000
Senior Writer	70,000
Nights/Weekends Writer/Editor	70,000
Video Producer	68,000
Assistant Editor (including Art)	60,000
Deputy Editor	60,000
Editor At Large	66,000
Section Editor	72,000
Senior Editor	75,000

A salary minimum for the currently vacant position(s) of Associate Managing Editor and Art Director shall be negotiated between the Union and the Company in the event that the Company decides to fill either position.

#### Longevity Bonus

On January 1, 2023, current employees (as of the date of ratification) with less than 5 years of service shall receive a one-time bonus of \$500; employees with 5-10 years of service shall receive a one-time bonus of \$1,000; and employees with more than 10 years of service shall receive a one-time bonus of \$1,500.

#### **Article 23: Benefits**

The company will continue to provide bargaining unit members with benefits through the TriNet Benefits Plan. The company will not change the plan design (deductibles, co-payments, coinsurance) of its medical, prescription, dental, and vision benefit plans, or the premiums paid by employees for those benefits, in 2022. If the cost of providing these benefits increases after 2022, the company will bear the increase in cost to a

maximum of 9% per year. If the cost would increase by more than 9% per year, the company will meet with the union to negotiate about possible changes in plan design. If at any time the company contemplates changing other elements of the benefits (insurer, provider networks, etc.) it will give the union at least 21 days' notice and an opportunity to review and discuss the proposed changes. Nothing in this Agreement prevents the Company from bearing a greater increase cost at their sole discretion.

The employer will maintain its existing 401(k) plan. The employer may change the plan provider after notice to the union.

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

## **Article 24: Holidays/Paid Time Off/Leaves**

### **Paid Time Off**

The Company shall maintain its existing Unlimited Paid Personal Time Off Policy (the "PTO" Policy) for all bargaining unit employees. Employees are encouraged to take time off pursuant to the Unlimited PTO policy. No employee shall be disciplined or retaliated against for appropriately taking time off pursuant to the Unlimited PTO policy. PTO requests shall not be unreasonably denied, taking business and operational concerns into consideration.

The company will manage schedules to maintain adequate staffing to cover staff on paid time off or other leaves of absence.

Employees may be asked but will not be required to produce work output for the time period of their PTO.

Time off requests of greater than 5 consecutive days shall be made a minimum 14 days in advance. For time off requests of greater than 10 consecutive days, employees must request leave a minimum of 21 days in advance. Managers may approve requests that do not meet the timeline on a case-by-case basis.

The expectation that each full-time bargaining unit employee shall take paid time off to take vacation each calendar year is separate from the expectation that full-time bargaining unit employees may take paid time off if they are sick for family obligations, religious observations and other personal needs.

The Union and Employer agree that the benefits provided herein exceed those provided for by the New York City Sick Leave Act, and, therefore, the provisions of that law are expressly waived by this Agreement.

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

**Holidays-** The Company shall maintain the current holiday schedule, including Juneteenth. If additional holidays are added for non-unit employees, they will be added for bargaining unit members as well.

**Professional Leave** - The Company shall make all Employees with at least five (5) years of service eligible for up to three (3) months of unpaid professional leave. Leaves shall be scheduled at times convenient to both management and the Employee, taking operational concerns into consideration. Employees should notify management of their desire to take leave at least 90 days in advance of the proposed leave. No more than one Employee shall be entitled to leave at one time. Employees will continue to accrue seniority while on leave and will have the right to return to their previous position at the end of the leave. The Employee shall maintain the Company's health benefits while on leave.

**Parental Leave** – The Employer shall provide all new parents (either by birth or adoption) 16 weeks of paid parental leave at full salary. This parental leave shall be available for foster parenting. This parental leave for foster parenting shall be available once every two (2) years.

Employees eligible for Short Term Disability (“STD”) related to pregnancy/maternity leave under the Company's benefits plans will be required to apply for and utilize such benefit plan. Parental leave shall run concurrently with FMLA leave and New York State Paid Family Leave. The Company reserves the right to either (i) provide full compensation directly to the eligible employee for any leave taken under this Article (in which case any payment from the applicable insurance carrier/fund will be directed to the Company as partial reimbursement), or (ii) to “top off” any insurance or fund payment to the employee by compensating the employee in an amount equal to the difference between the amount of any payment made by an applicable insurance carrier and the employee's regular wage. Employees are not eligible to receive more than 100% of their regular wage for any day of leave.

**All Other Benefits-** During the term of this Agreement, the Company shall continue to provide bargaining unit employees with all other benefits offered to non-bargaining unit

employees on the same basis as offered to non-bargaining unit employees, including Company executives, which may be changed time-to-time with notice to the Union.

**Professional Development** -The Company shall allocate a minimum of \$10,000 funding in each year of the Agreement to fulfill employee requests for professional development.

**Diversity and Equity Funds** - The Company shall fund the committee in the amount of \$5,000 per calendar year. The spending of the funds will be jointly agreed upon between the Diversity Committee members of both the Union and the Company. Unused funds will roll over and can be spent in the following year.

**Article 25: Duration**

This agreement shall be effective January 1, 2022 through and including December 31, 2024.

**The Writers Guild of America, East**

**Salon.com LLC**



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Signature

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Signature

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Lowell Peterson

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Chris Richmond

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Name

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Name

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Executive Director

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CEO

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Title

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01/14/2022

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Jan 13, 2022

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Date