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**Collective Bargaining Agreement between Writers Guild of America, East, Inc. and The
Huffington Post (which is a business division of BuzzFeed Inc.)**

Article 1: Recognition and Scope

The Huffington Post, (“Employer,” “HuffPost,” or “Huffington Post”) (which is a business division of BuzzFeed Inc., herein referred to as the “Company”) recognizes the Writers Guild of America, East (“Guild,” “WGAE,” 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 job profiles:

- Art Director, Illustration
- Copy Editor 1
- Copy Editor 2
- Copy Editor 3
- Deputy Copy Chief 2
- Deputy Copy Chief 2 (M)
- Deputy Editor 1 (non-manager)
- Deputy Editor 2 (M)
- Deputy Editor 2 (Non-Managing)
- Editor, News Curation 1
- Editor, News Curation 2
- Editor, News Curation 3
- Photo Editor 2
- Reporter 1
- Reporter 2
- Senior Photo Editor 2
- Senior Reporter 1
- Senior Staff Writer 2
- Senior Video News Producer
- Staff Writer 1
- Staff Writer 2
- Video News Producer 1
- Video News Producer 2
- Video Editor 2
- Video Editor 3

The unit shall also include system job classifications doing the same or substantially similar work for The Huffington Post, as well as any additional employees specifically identified as included in the parties’ January 14, 2016, Recognition Agreement (“Employees”) and excluding all other employees, managers, fellows, interns, 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.

The Union and the Company agree that should any new non-supervisory job title be created for The Huffington Post subsequent to the adoption of the above unit description, that they will discuss whether said title should be included or excluded from The Huffington Post Bargaining Unit.

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: Management Rights

- a. 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.
- vi. Nothing in any Huffington Post policy shall be construed as prohibiting employees from discussing terms and conditions of employment and/or engaging in concerted activity protected by law.

Article 5: New Hires and Candidates Receiving Offers

New employees will be provided information regarding their system title, “front-facing” business title, job description (if a job description does not exist at the time, it will be created and provided within 30 days of date of hire), 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. Candidates for unit positions receiving offers shall receive the Bargaining Unit Introduction letter in “Attachment A” in advance of finalizing acceptance of the role. The Union and the Company shall both agree on any updates or changes to the letter.

Article 6: Diversity

- a. The parties share a commitment to diversity and inclusion. In furtherance of this commitment, the parties shall maintain a Diversity Committee. The Committee

will consist of six (6) members (three appointed by the Employer and three from 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.

- i. The Company shall support diversity programs relevant to journalism with a commitment to spend no less than \$35,000 (which could include funding for individual and unit-wide professional development related to DI&B initiatives) for such purposes annually, with input and collaboration from the Diversity Committee. The Company shall fully consider any proposed use for such funding submitted to it by the Diversity Committee, will maintain a tracker and provide access to the members of the Diversity Committee on the use of this budget allocation, and will discuss with the Diversity Committee the reasons for not accepting a proposal for the use of such funds. The Company shall respond to all proposals for use of such funding in a timely manner.
- ii. The Company shall offer bargaining unit employees the same stipend (if any) for serving on the Company's Global Diversity Committee as other members of that Committee.
- iii. The Diversity Committee may continue to raise and discuss concerns with the standards committee regarding style, editing and reporting as they relate to diversity and inclusion.
- iv. The Company will provide the Diversity Committee with information at least annually, and more frequently as requested, regarding the Company's efforts to increase diversity, including but not limited to the hiring of individuals from traditionally underrepresented groups to the extent that candidates or ultimately hired employees report such information during the application process and/or after hire. Such information shall be anonymized unless consent has been given to disclose it to the Committee.
- v. The Company will continue to report on its efforts to retain and promote employees from traditionally underrepresented groups.
- vi. The Company will continue to allow the bargaining unit to self-report demographic data via the Company's human resources systems and periodically remind them of the option of doing so. To the extent possible in those systems, employees may self-identify with respect to race/ethnicity, gender, sexuality, and personal pronouns.
- vii. In order to promote a diverse and inclusive workplace and to increase opportunities for promotion and advancement, the Company will continue actively to recruit members of traditionally underrepresented groups for managerial and editor roles at HuffPost. Increasing diversity and inclusion

will be emphasized as a goal and clearly communicated to all HuffPost hiring managers and third party recruiters.

- viii. The Company will continue to conduct mandatory training relating to issues of diversity, equity and inclusion, and sexual harassment. The Company will offer third-party DI&B trainings specific to digital media newsrooms which shall include issues of identifying and addressing potential racism and other bias in newsrooms. Trainers shall be selected with input from the Diversity Committee. The cost for these trainings shall not come from the budget provided in 2(a) above.

b. *Open job positions*

HuffPost will continue its efforts to improve the diversity of its workforce by sourcing candidates who self-identify with categories that are traditionally underrepresented (or “traditionally underrepresented groups”) and support their retention by increasing opportunities for promotion and advancement within HuffPost. For the purposes of this Agreement, a category shall be considered “traditionally underrepresented” if it meets the following criteria:

- the category is a race and/or ethnicity utilized by the U.S. Census Bureau, Hispanic origin, veteran status, and that category is also underrepresented in the HuffPost bargaining unit as compared with the average Census data for cities where HuffPost maintains an office at the time of hire; or
 - the category belongs to the LGBTQ+ community; or
 - the category constitutes a disability.
- i. In order to generate greater interest in careers at HuffPost amongst members of traditionally underrepresented groups, recruitment efforts for HuffPost will target and seek to develop relationships with associations of media professionals composed of or representing traditionally underrepresented groups, the placement offices of colleges and universities that draw their student populations largely from those groups, journalism peers and professors who may be able to recommend diverse candidates, and publications targeting underrepresented audiences, among others.
 - ii. The Company will offer bias and inclusive hiring training and, prior to participating in the hiring process, employees will be required to complete any such training.
 - iii. The Diversity Committee shall work with Editorial leadership and hiring managers to assess the average time allocation for edit tests with the goal

of keeping time allocation to the minimum time necessary to assess a candidate for a position.

- iv. Each employee in good standing (e.g., no disciplinary action within 12 months) who meets the minimum qualifications of the posted position and applies for it will be interviewed. In addition, the Company will provide the Union with either a hard copy of the posting or a link to all job openings if posted electronically. In the event The Huffington Post chooses to fill a vacant or new position with an employee from within the bargaining unit, no external posting of the position shall be required.

No posting, whether internal or external, will be required under the following circumstances:

- When the position is a new position created for a specific individual.
- When an employee is promoted to a higher level within their desk or team (e.g., from Reporter 1 to Reporter 2 or from Senior Editor to Deputy Editor).
- When an employee is assigned to a new beat or moves to a comparable position on a different desk (e.g., from Breaking News reporter to Science reporter).
- When a former employee is reinstated in their previous position or rehired into a comparable position.

- v. If an internal candidate applies for a position but is not chosen, upon the employee's request, the hiring manager for the role will provide feedback to the employee as to why they were not selected for the position.

- vi. At or about the time that a position is publicly posted, the Company, in consultation with the Diversity Committee, will communicate the job opening with organizations such as the National Association of Hispanic Journalists, National Association of Black Journalists, the Asian American Journalists Association, the Native American Journalists Association, the Ida B. Wells Society for Investigative Reporting, and the Association of LGBTQ Journalists.

- vii. All job postings for bargaining unit positions will state that the position is covered by a collective bargaining agreement between The Huffington Post and WGAE, along with the contractual minimum salary for the position and if nights and/or weekends are required as the expected regular schedule for the position. Nothing herein, however, shall be used to limit the ability of management to establish work schedules for current or future employees.

- viii. For each bargaining unit job that is posted for external candidates, the Company will recruit at least one representative from the bargaining unit to work with the hiring manager and the recruiting team as a member of the hiring panel and shall inform the union of the representatives. The representative may provide input on the recruitment process and feedback on candidates.
- ix. Once a job has been posted for external candidates, the Company will make all reasonable efforts to ensure that at least three (3) applicants in the hiring pool for bargaining unit positions advancing beyond the initial interview stage (i.e., beyond HR screening and interview with the hiring manager) are from traditionally underrepresented groups, and that in the aggregate, over the course of each calendar year, at least thirty-five (35) percent of all candidates for bargaining unit positions advancing beyond the initial interview stage to hiring manager interviews are from traditionally underrepresented groups. The Company's success or failure in meeting these goals shall not be subject to grievance; however, adherence to the contractual procedures and processes in Article 6 Diversity, b. Open Job Positions, shall be subject to grievance.
- x. The Diversity Committee may also continue to discuss additional ways to increase the presence of traditionally underrepresented groups in hiring pools and work with the Company's broader diversity committee and others on such issues.

Only candidates who self-report will be included in the above metrics. The Diversity Committee may request at any point during the hiring process to receive a report including this data in an aggregated and anonymized form, consistent with data security, privacy and employment laws. Together, the Diversity Committee, the hiring manager, and recruiting, may use that report to decide to provide up to an extra two (2) weeks to seek to increase the candidate pool if they feel that the demographic mix of candidates moving through to the next stage of the process is not suitably diverse.

- xi. Notwithstanding the foregoing, the above-referenced goals are not quotas, and HuffPost shall, as it always has, hire the best qualified candidate for an open role based on education, skills, and experience, irrespective of race, ethnicity, national origin, sex, sexual orientation, gender identification, disability or veteran status.

HuffPost will provide the Diversity Committee with an annual report including self-reported demographic data for candidates interviewed and hired for all bargaining unit jobs in an aggregated and anonymized form, consistent with data security, privacy and employment laws, and more frequently as requested (but in any event no more frequently than quarterly).

If HuffPost is unable to meet the goals above, the Company's annual report to the Diversity Committee regarding hiring data will include an explanation of the perceived obstacles to achieving the goals and proposed remedies and improvements to the recruitment and hiring process to meet the goals in future. The Diversity Committee will review the report and make recommendations with regard to achieving the goals, which HuffPost will make all reasonable efforts to implement.

c. *Employee pronouns*

The Company shall allow for every employee to communicate their pronouns, not just for queer, gender-neutral, gender non-conforming, nonbinary, and gender-variant people. It shall be Company policy that employees refer to each other by each employee's chosen pronouns. Employee pronouns should be accurately reflected in the company HRIS system and publishing platform and there will be a process to ensure that those names and pronouns are accessible to all staff. Unless requested otherwise, there will be a practice of providing preferred name and pronouns when introducing new hires. The Company shall evaluate company systems within 90 days of ratification of the Agreement to identify and make best efforts to address any obstacles in the system that prevent them from accurately reflecting the pronouns and names of employees and discuss that evaluation with the Diversity Committee.

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 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 assist the employee upon request to make the changes to Company records as outlined in this section, including providing a written guideline to how to navigate name and pronoun changes in company systems.

If an employee's name is changed in connection with the employee's gender transition, the Company shall, upon request by the employee, use commercially reasonable efforts to replace the employee's former name with the employee's new name in all publicly available content published by the Company (e.g., employee bylines, website bios, directories, etc.).

d. 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 promoting diversity among its freelance contributors and sources.
- f. Subject to manager approval, which shall not be unreasonably withheld, employees may spend work time on outreach to individuals from traditionally underrepresented groups for the purposes of diversifying the Company’s contributor pool and staff. Some examples of how this time might be spent would include creating databases of diverse contributors and potential job applicants, presenting at colleges and universities, meeting with organizations or affinity groups that advocate for traditionally underrepresented groups in the editorial industry, and similar activities.
- g. The Company will provide an opportunity for interested bargaining unit members to represent HuffPost at conferences, meetings, or conventions that provide opportunities for recruitment from traditionally underrepresented groups — such as events organized by the National Association of Hispanic Journalists, the National Association of Black Journalists, the Ida B. Wells Society for Investigative Reporting, the Asian American Journalists Association, the Native American Journalists Association, and the Association of LGBTQ Journalists — and cover related travel expenses.

Article 7: Immigration

- a. After providing the initial required work authorization documentation (e.g. “I-9”), the Company shall not request, and employees need not supply, documentation concerning their immigration status after hire, except to ensure compliance with applicable law or in connection with a visa renewal or sponsorship process. Nothing herein shall preclude the Company from discussing current and future work authorization in connection with the Company and employee’s future planning.
- b. The Company agrees to allow employees to take reasonable time away from work without discipline or loss of pay or other adverse employment action in order to attend meetings or hearings with any government agency or the employee’s attorney for the purpose of addressing the employee’s work visa.
- c. The Company shall make decisions relating to its facilitation and support of, and application of resources toward, bargaining unit employees’ visa applications based on the same criteria evaluated and applied for the Company management personnel.
- d. The Company shall, to the extent permissible by law, pay reasonable and anticipated visa-related fees for persons whom it decides to sponsor, or for whom the Company is the beneficiary (e.g., O-1 visas), pursuant to Paragraph (c) above.

Article 8: 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 an employee's Supervisor, Human Resources, the Legal Department, or through the Company's Ethics Hotline. The bargaining unit member may request to bring a WGAE representative with them to address any such concerns.
- iv. The Company shall not initiate, propose, suggest, or solicit the inclusion of a Non-Disclosure agreement as part of any settlement involving harassment or discrimination. A confidentiality agreement in such a settlement will only be included upon the specific request of the employee, and should such a request be made, (a) the Company will not provide any additional compensation of any kind in the settlement agreement as a result of the inclusion of the confidentiality agreement; and (b) such confidentiality provisions will be rescindable unilaterally by the employee.

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 respond to employee accessibility requests in a timely manner.
 - iii. After the company and the employee have engaged in an interactive disability accommodation process, where it is determined that additional equipment or services are necessary to provide a reasonable accommodation and such accommodation will not give rise to undue hardship, the Company shall be responsible for the cost of such equipment and/or services, and an employee shall be reimbursed for such expenses in a timely manner.
 - iv. The Company shall continue to maintain a process in which managers and employees engage in an interactive dialogue through Human Resources to evaluate accommodation requests in accordance with applicable law and Company policy.
 - v. Employees may also raise workplace ergonomic concerns with the Company's Facilities and Human Resources Departments.
 - vi. 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.
 - vii. 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 9: Health & Safety

- a. The Company will operate its business in a manner that prioritizes the safety of employees and will make reasonable efforts to maintain a safe and healthy workplace. The Company shall conform with or exceed federal, state, and local health and safety laws and regulations.
- b. In the event the Guild or any employee raises concerns regarding the safety of the work environment or a particular job assignment, there will be no retaliation of any kind against employees for raising such concerns. The Company will meet with the Guild upon request to address such issues.

An employee will have, without penalty or loss of pay or benefits, the right to refuse to perform any task which the employee reasonably believes is hazardous or would be performed under hazardous conditions (“Hazardous Situation”) for which the Company has not made available the appropriate protective equipment or developed an appropriate safety plan.

An employee will have, without penalty or loss of pay or benefits, the right to refuse to operate equipment, including a vehicle, which the employee reasonably believes is unsafe, or in an unsafe or unlawful manner.

An employee will not be required to work from any specific location if (1) working from that location is not possible or highly impractical, or (2) working from or traveling to or from that location is unsafe because of a hazardous condition created by natural phenomena or by human acts, including by way of example but not limited to, storm, flood, fire, wildfire, earthquake, explosion, blizzard, public health emergency, release of toxic substances into the environment, riot or other civil disturbance or military or police operations, or any declared state of emergency (collectively, "Hazardous Circumstances"). It is understood that the right not to work from a specific location shall not, on its own, relieve an employee from their obligation to work.

- c. The Company will make commercially reasonable efforts to enable employees to safely perform their jobs in Hazardous Situations, including furnishing employees working in Hazardous Situations with necessary and suitable protective clothing, devices or equipment and providing training for working in potentially Hazardous Situations.
- d. The Company will reimburse employees for the fair market value for loss of or damage to employee's personal property, including the employee's automobile (not otherwise covered by the employee's insurance) that occurs in the course of employment (does not, however, include an employee's regular commute to or from work or at their home while working remotely).
- e. To the extent it is under the control of the Company, the Company will make reasonable efforts to ensure that its premises are physically secure for its employees, including taking steps to make sure that those premises are accessible only to authorized individuals. For property under the control of the Company, it also will adopt measures, to the extent reasonably possible, to enhance safe passage to its premises from connected parking lots.
- f. In the event of a security emergency (i.e., the closing of an office due to threats), or in the event of serious threats made against bargaining unit employees, management will contact the Guild to inform it of the situation and to provide updates as warranted.
- g. The Company will cover the cost of a service to assist in the removal of an employee's contact information (e.g., "DeleteMe") from the records of data brokers for each employee who opts in to such service. The Company will have no obligation to cover the cost on behalf of an employee who does not choose to opt in.

Article 10: Privacy

Section 1 -Non-Work Activities

The Company will not actively monitor employees' non-work activities absent reasonable suspicion that the employee has engaged in or is about to engage in serious misconduct that would constitute just cause for discipline under this Agreement. An employee may not be disciplined based on any evidence obtained or as a result of monitoring conducted in violation of this provision, and such evidence shall be non-admissible in any arbitration.

For the purposes of this section, "serious misconduct" includes alleged illegal conduct, fraud, conduct that would constitute discrimination, harassment, or bullying under existing Company policies, or conduct that would pose a risk of physical harm to any employee of the Company. This paragraph is not intended to be limiting, and an arbitrator may consider other comparable conduct to constitute serious misconduct.

Section 2 -Company Owned Devices

The Company will not actively track an Employee's physical location on Company-owned equipment unless such tracking is (i) required by law, regulation or court order, (ii) used to recover Company equipment, (iii) necessary to address health, safety and/or insurance requirements or concerns (e.g. managing safety when a reporter is working in a dangerous environment or on a high risk assignment), (iv) related to the functioning of security, access controls, threat detection, and other mechanisms that are embedded in IT systems, including hardware, software, and cloud-based applications that passively record certain data (e.g., activity logs that collect IP address and time zone information or multi-factor authentication push notification management), (v) pertinent to an investigation, discovery obligations or law, or (vi) done with the agreement of the Employee. Where possible, employees will be notified if the Company is actively tracking their device's location.

The Company will not actively seek to review personal, non-work-related communications on Company-owned devices. The Company will continue the practice of not disciplining employees for lawful incidental personal use of Company-provided equipment and devices.

Section 3 -Employee Owned Devices

The Company will not surveil, search, or track Employee-owned devices, except with the agreement of the employee. An employee's refusal to provide exculpatory information from their personal devices shall result in the employee being precluded from relying upon such evidence in any disciplinary arbitration. The Company may make appropriate negative inferences for the failure to provide access to the device in the context of an investigation, but failure to provide access to the device shall not in itself be grounds for discipline. To the extent that an employee has used an employee-owned device to communicate about a work-related matter and the Company is called to produce that

information in litigation, by subpoena or by court order, and the Company is deemed to be in possession of that information and/or to have control over it by virtue of the employee's employment with the Company, the employee shall cooperate in furnishing those communications.

Section 4 -Personal Employee Accounts

The Company shall not search personal e-mail accounts, non-public social media accounts, or other non-public personal electronic communication accounts of employees, and employees will not be required to disclose personal account names, usernames, or passwords to the Company. An employee's refusal to provide exculpatory information from their personal accounts shall result in the employee being precluded from relying upon such evidence in any disciplinary arbitration. The Company may make appropriate negative inferences for the failure to provide access to the accounts in the context of an investigation, but failure to provide access to the accounts shall not in itself be grounds for discipline. To the extent that an employee has used a personal account (of any type) to communicate about a work-related matter and the Company is called to produce that information in litigation, by subpoena, or by court order, and the Company is deemed to be in possession of that information and/or to have control over it by virtue of the employee's employment with the Company, the employee shall cooperate in furnishing those communications.

Article 11: Probationary Period

All new employees in the bargaining unit shall have a six (6) month probationary period. During this time, the employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement. To the extent possible under the circumstances, the Company will provide an employee within their probationary period with written notification of any known work performance issues. In addition, the Company shall, where necessary, provide written updates upon completion of the third and fifth month of employment outlining any performance issues that would prevent the employee from passing probation. Nothing in this Section shall limit the Company's right to discipline or discharge an employee for any reason during their probationary period.

Article 12: Contractors

- a. No contractor shall perform bargaining unit work on a full-time basis for more than a twelve (12) month period. If, at the end of a 12-month period, the Company decides to retain the contractor, the individual shall be offered the option to convert to staff at full-time status. The Employer shall make a good faith effort to inform any contractor no less than one (1) month in advance of the end of the contract whether they will be offered a conversion to a staff position.
- b. Contractors shall only perform bargaining unit work that is project based, time bound, or that provides coverage for a bargaining unit employee on leave. In the unusual circumstance that a contractor is needed for another purpose, the

Company and the Union will meet and discuss the rationale prior to the engagement, and will not move forward absent agreement (which shall not be unreasonably withheld).

- c. 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.
- d. 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.
- e. The Contractor Assessment Committee shall continue to 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.
- f. If a contractor performing bargaining unit work converts to a staff bargaining unit position, the time performing bargaining unit work within six (6) months prior to converting shall be added to seniority when hired into the bargaining unit position. If the contractor is hired into a position in which they are performing the same work function within six (6) months prior to hiring, then prior time worked for the Company in that position shall be added to time toward meeting the probationary period. The Company shall not delay hiring timelines with the purpose of avoiding the requirements in this Article 12(f).

Article 13: Remote Work

- a. Bargaining unit employees may request to work in the United States on a remote basis, on a full, or partial or temporary basis. The Employer shall evaluate such requests on a case-by-case basis in good faith. In determining whether to grant a request, the Employer shall make the decisions based on editorial and business needs (including whether the Employer has approved the jurisdiction for remote work). Approval of such requests shall not be unreasonably denied. Remote work arrangements may be revised and modified based on changed circumstances. Employees on remote work arrangements may be required to attend in-person meetings as circumstances require, with reasonable advance notice. If a fully remote worker is required to travel more than 75 miles to an Employer facility or office for business purposes, the Company shall reimburse the employee for related travel expenses.
- b. In the absence of a D.C. office, the Company shall not unreasonably deny an occasional bargaining unit member's request to provide a co-working or flexible office space in D.C. for specific work-related purposes.

- c. No employee’s compensation shall be reduced as a result of an approved relocation within the United States during their employment with the Employer or as a result of an approved transition to or from Remote Work.

Article 14: Compensation

Section 1 – Minimums

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

MINIMUM WAGE SCALE

CBA Titles	BuzzFeed System Titles	2023	2024	2025
Editors				
Assoc Editor	Copy Editor 1 and 2 Editor, News Curation 1 and 2	\$66,625	\$68,311	\$69,998
Editor	Art Director, Illustration Copy Editor 3 Deputy Editor 1 (Non-manager) Editor, News Curation 3 Photo Editor 2	\$75,000	\$76,537	\$78,075
Sr Editor	Deputy Copy Chief 2 Deputy Editor 2 (Non-Managing)	\$92,000	\$93,114	\$94,228
Assignment Editor	Deputy Copy Chief 2 (M) Deputy Editor 2 (M) Sr Photo Editor 2	\$97,500	\$98,680	\$99,860
Producers*				
Assoc Producer	Video News Producer 1 Video Editor 2	\$70,623	\$72,410	\$74,198
Producer	Video News Producer 2 Video Editor 3	\$79,500	\$81,130	\$82,759
Sr Producer	Sr Video News Producer	\$97,520	\$98,701	\$99,882
Reporters				
Assoc Reporter	Reporter 1 Staff Writer 1	\$66,625	\$68,311	\$69,998
Reporter	Reporter 2 Staff Writer 2	\$75,000	\$76,537	\$78,075

CBA Titles	BuzzFeed System Titles	2023	2024	2025
Sr Reporter	Sr Reporter 1 Sr Staff Writer 2	\$92,000	\$93,114	\$94,228

*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) and shall have the same minimum as Producer; Senior Motion Graphics Producers shall have the same minimum as Senior Producer).

a.

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. The Company shall not impose a “ceiling” or maximum on any individual employee’s compensation.

b.

Hourly wage rates and salaries for part-time employees shall be prorated in alignment with these minimums. The minimums set forth in this agreement shall increase as set forth above on January 1, 2024 and 2025. The above are internal classifications. Each employee’s external title may be different.

c.

No bargaining unit employee shall have their salary reduced during the term of this agreement (except if they change from full-time to part-time status, in which case their rate of pay will not be reduced).

Section 2 – General Wage Increases

a. Employees shall receive the following annual wage increases effective January 1, 2023:

- i. Employees earning an annualized salary of less than \$92,000 per year shall receive a wage increase of 3.40%.
- ii. Employees earning an annualized salary at or above \$92,000 per year shall receive a wage increase of 3.0%.

b. Effective January 1, 2024 and 2025, employees shall receive a wage increase of 3.0%.

- c. Nothing herein shall prohibit the Company from providing increases or other compensation in excess of the above.
- d. All wage increases (increases resulting from the change to the minimum wage for a job title, GWI, and any additional discretionary as part of the formal annual wage process) shall be effective and retroactive to January 1 each year; however the final determination of wages will be made as part of the Company's annual wage review process to be completed on or before March 30, and shall be paid in accordance with the Company's annual pay process and procedures.
- e. Should a bargaining unit employee leave the company prior to March 30, the Company shall retroactively pay out the prorated guaranteed wage increase from January through the date of separation as a lump sum.

Section 3 – Promotion Wage Increases

An employee who is promoted between April 1 and December 31 to a title with a higher minimum salary shall receive, at minimum, the greater of a) the new minimum wage rate or salary associated with that title or b) a 5% increase to their existing wage rate or salary, which shall be effective immediately. Where an employee is promoted between January 1 and March 30, their promotion increase under this section shall be combined with their General Wage Increase percentage for their pre-promotion title retroactive to January 1 and paid in accordance with the Company's annual pay process and procedures. By way of example, an employee earning \$76,000 in the title of Reporter 1 who is promoted to Reporter 2 on February 1, 2023 will receive a raise of 8.4% effective January 1, combining the 3.4% GWI and the 5% promotion increase. Nothing shall prevent the Company from offering a greater wage increase upon promotion.

Section 4 – Implementation

There shall be no reduction in pay or hours and no reduction in force affecting any bargaining unit employee as a direct result of the minimum wages and salary increases in putting this Agreement into effect. Furthermore, except where an employee is advised of and voluntarily accepts a different title at a lower salary, there shall be no reduction in pay for any bargaining unit employee during the term of this Agreement.

Section 5 – Additional Bonus Programs

The Huffington Post may continue to provide an annual bonus program, equity and stock grants, year-end and other occasional gifts and give-aways, and any and all other forms of compensation. Bargaining unit employees shall be eligible for the annual bonus program in the same manner and to the extent that similarly situated employees may be eligible. The Company shall not eliminate or reduce the bonus for bargaining unit members without making the same reduction or elimination for all employees of the Company. Any enhancement of the bonus program for similarly situated non-bargaining unit employees shall also be given to such bargaining unit employees. All other terms of each

of these compensation programs shall continue to be within the sole discretion of The Huffington Post.

Article 15: 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 The 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. The 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. An employee shall not write, process, or prepare anything for publication, nor shall they be instructed to do so, in such a way as to distort any facts or to create an impression which the employee knows to be false.
- f. An employee’s byline or credit line shall not be used over the employee’s protest, provided that the reporter notifies in writing the story editor and/or editor in chief

with the details of their concerns to discuss the matter prior to publication. If, after discussion with the story editor and the editor in chief, the employee continues to request that their byline or credit line not be used, then (in the case of a single byline story) the story will not be published or may be re-assigned to a different reporter.

- g. To the extent the Employer maintains digital archives of previously published content, such archives will remain available to current and former employees as proof of authorship. Nothing herein, however, shall require the Company to maintain any previously published material or, even if maintained, to make it available publicly. Notwithstanding the foregoing, the Company shall make commercially reasonable efforts, subject to technical and/or legal issues that may arise, to preserve archives of prior content.
- h. For content created after the effective date of this Agreement, The Huffington Post shall provide end credits for videos, as appropriate for the content, with input from the creator.
- i. There shall be an Editorial Standards committee consisting of an equal number (not to exceed 4 excluding relevant unit members if necessary to discuss a particular issue) of representatives from management and the bargaining unit. This committee shall meet when concerns arise regarding editorial standards and integrity relating to editorial content. Any concerns regarding a violation of the procedures and principles set forth in this Article shall be brought to the Editorial Standards committee for resolution, 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 the paragraphs in this Article.
- j. Notwithstanding anything to the contrary, the provisions of this Article 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.
- k. Decisions with respect to whether an employee's personal online social media presence is in conflict with the journalistic mission of the Company 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.
- l. The Company shall create and disseminate a style guide for Shopping content within ninety (90) days of ratification, which shall include guidance on brands, usage of experts, usage of producer-provided complimentary products, best practices on featuring small businesses and those owned by underrepresented groups, appropriate language, article formats, usage of visuals, proper formatting,

headlines, reviews, and sales. The bargaining unit members of the Shopping team shall be consulted in the creation of the style guide.

Article 16: Workload and Compensation Time

- a. The regular full-time workweek for bargaining unit employees shall generally be five (5) days, forty (40) hours per week, and the regular work schedule for each employee shall generally include two consecutive days off. It is understood that due to the nature of the work, certain employees may work outside of a standard business day or longer hours from time to time, subject to Overtime and Compensatory Time set forth below.

Employees who are not eligible for Overtime under this Article (“Overtime Exempt Employees”) shall receive Compensatory Time (“Comp Time”) in four-hour increments, where, with pre-approval from management, they (a) work on a scheduled day off, (b) work four or more hours beyond their regular work day (without an adjustment to their work schedule to account for such hours in the workweek), or (c) work beyond the regular work week in excess of 8 hours in a given work week. Where an employee works a number of hours in excess of their regular work day, but less than four hours in excess, they may work with their manager to provide for flex time to modify their schedule to work a shorter day the following day or another day during the work week, taking into consideration the needs of the business. Where the needs of the business prevent an employee from taking flex time in the same work week, the employee shall work with their manager to agree on a later date to take their flex time. Employees shall report the Comp time they accrue, use, and schedule as time off via the same mechanism used to report Overtime (e.g. Workday) and shall be able to view their accrued/available Comp time through that system.

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.

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.

If an employee separates from the Company, they will receive payment for any unused Comp Time accrued within the past 60 days.

b. Nights and Weekend Shifts

i. After one year of employment, any bargaining unit member (not currently on a performance improvement plan) whose regular shift includes either a weekend day or hours outside of 7 a.m.–7 p.m. (local time for the employee) shall be offered and have the first opportunity to accept any open position which the Company seeks to fill on the same desk in the same title with a Monday through Friday, 7 a.m. to 7 p.m. shift for which they are qualified. For open positions on a different desk, such qualified bargaining unit members shall receive an interview for any such position to which they apply.

ii. If after two years from date of hire, an employee whose regular shift includes either a weekend day or hours outside of 7 a.m.–7 p.m. (local time for the employee) has requested to move to another schedule and not been able to do so, upon the request, the Company shall meet and discuss in good faith with representatives of the Union the potential for alternative schedules for the employee during the regular Monday-Friday 7a.m.–7p.m. (local time) work week. Nothing in this section, Article 16,b. Nights and Weekend Shifts, precludes the Company from agreeing to adjust an employee’s schedule sooner.

iii. Nights and Weekend shifts Comp Days

Any employee whose regular work schedule falls into one of the below categories shall receive three (3) full days of Comp Time semi-annually. Any employee whose schedule falls into two of these categories shall receive four (4) days of Comp Time semi-annually.

- Includes one weekend day (for clarity, an employee working two weekend days would receive four (4) days of Comp Time semi-annually)
- Includes one night shift ending on or after 10 p.m. in the employee’s local time
- All other rules and guidelines with respect to Comp Time shall apply.

c. Work during holidays and scheduled time off

Overtime Eligible Employees who work on a Named Holiday under this agreement shall be paid for a full day at twice their regular rate of pay. Overtime Exempt Employees who work on a Named Holiday under this agreement shall receive two full days of comp time. Employees will only be requested to work

during previously scheduled time off (e.g., a vacation day, comp day, or floating holiday) in the event of an unexpected or unusual circumstance, and they may decline to perform such work only if they have good cause.

If an employee is asked and works during scheduled time off, Overtime Eligible Employees shall be paid their regular hourly rate for all work performed during approved time off and have the approved time off restored to their PTO bank. In addition, Overtime Eligible Employees shall be paid a bonus equal to their half-time rate multiplied by the number of hours performed during approved time off and such bonus shall be paid in the next administratively feasible payroll cycle.

Overtime Exempt Employees shall receive Comp Time for the number of hours worked and have the approved time off restored to their PTO bank.

d. On-call shifts

Employees required to be “on call,” meaning in a state of work readiness for a period of time outside their regular schedule or on a holiday or weekend, shall be told explicitly that they are on call and the time period for which they are expected to be on call.

Employees who are required to be on call for any amount of time shall be paid where required under the Fair Labor Standards Act or receive comp time of four (4) hours for each ½ day they are on call when payment is not required under the Fair Labor Standards Act.

Employees required to be on call on a Named Holiday shall receive, at minimum, one full day of comp time or one full day of pay, regardless of the number of hours they were on call.

Article 17: Evaluation Metrics

It is understood by the Parties that satisfaction of revenue and traffic goals is not solely within the control of the writer and is subject to changes in the third-party platforms on which the Company relies to deliver traffic. Accordingly, neither revenue nor traffic metrics (e.g., page views, visitors, engaged minutes, social referrals, social interactions, and the like) shall be used as the sole indicia of poor performance for any employee, and accordingly, employees shall not be subject to performance-related discipline as a direct result of any revenue- or traffic-related goals or metrics (e.g., page views, visitors, engaged minutes, social referrals, social interactions).

The Company may discuss the Company’s revenue and traffic goals as well as individual metrics with employees in connection with job performance at its discretion.

Article 18: 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 19: 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 in accordance with and subject to Company policy. The Employer shall make a good-faith effort to provide an initial response within five (5) business days of submitting the request.
- b. The Huffington Post management will evaluate requests for the performance of Outside Business Activities considering the following factors:
 - i. The employee should not be under a performance improvement plan. Any Outside Business Activities performed must not interfere in any way with the employee's performance of his or her job.
 - ii. Any Outside Business Activities performed must not conflict in any way with the Company and its interests or create any form of journalistic conflict of interest for the employee or the Company.
- 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 The 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 the 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 Company or are otherwise competitive with the Company's own offerings;
 - iv. Whether the freelance work could create an actual or perceived conflict of interest for the Company.
- d. It shall, at all times, remain within the Company'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 Company's PIAA, Conflict of Interest Policy, and the Code of Conduct.

- f. This Article does not apply to any Guild-related Union activities. Nor shall any restriction contained in this Article be construed as a limitation on an employee's right to engage in protected concerted activities pursuant to Section 7 of the National Labor Relations Act.

Article 20: 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 PIAA, Code of Conduct, and Conflict of Interest Policy, 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 the Company's General Counsel office ("GCO") before using any such material. The granting of such approval is in the sole discretion of The Huffington Post management and GCO.
- b. Employees, however, retain the rights to all work not covered by the intellectual property ownership terms of the PIAA or other Huffington Post Policies.

Article 21: 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 Article 40: Severance.

c. A Guild representative will be notified in advance of any formal disciplinary meetings and may attend any such meetings or investigatory interviews that might lead to disciplinary action for the interviewee.

Article 22: 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. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.

- f. Any time periods in this Section may be waived or held in abeyance only by written agreement between the parties.

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: 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 Company's operations; provided, however, that nothing herein shall prevent any bargaining unit member from participating in a picket line established by another labor organization relating to a non-bargaining unit segment of the Company's workforce during non-work times where such activity in no way impacts the employee's performance of their job duties.
 - 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 Huff Post operations or with respect to the Company as a result of any issue relating in any way to the HuffPost; and
 - iii. it will instruct its members to perform all assigned work with HuffPost and it will at the same time instruct them not to strike against, picket or boycott the Company.
- c. Struck Work
 - i. Employees shall not be required to handle or perform struck work.
 - ii. Employees shall not be required to cross picket lines, except where necessary in the course of a journalistic assignment and, then, only in cases where the employee reasonably believes their safety is not at risk. If there is an active, lawful physical picket line at the Company's office building, bargaining unit members who have the ability to work remotely may request that they work remotely and such requests shall not be unreasonably denied.

Article 25: Work Resources

- a. The Company will consider, in good-faith, requests for appropriate, additional job-related resources, which the Company will evaluate based on business need, including, but not limited to, cost.
- b. The Company will not require employees to perform work for which they do not have the necessary tools and/or resources required (as determined by management) to perform the assignment satisfactorily. No employee will be required to purchase items that are necessary (as determined by management) for an assignment without reimbursement as a requirement of their position.

Article 26: Expenses & Equipment

- a.

The Company shall pay a monthly stipend of \$75 to all bargaining unit employees to cover the cost of plans and usage of personal devices used for work including cell phones, laptop, and any other work from home expenses. In the event that the Company offers a stipend to non-bargaining unit employees that is greater than described above, that greater stipend will be provided to the bargaining unit. If an employee's work-related phone expenses exceed \$75 in a given month, the Company may provide additional reimbursement on a case-by-case basis. New hires shall continue to be offered a one-time \$300 work from home set-up stipend.
- b.

In the event that the Company offers a stipend to non-bargaining unit employees that is greater than described above, that stipend will replace any previous cell phone stipend and internet reimbursements.
- c.

The Company shall provide software for employees that are required to use such software during the course of their job duties.
- d.

The Company shall reimburse approved expenses employees incur while performing duties on behalf of the employer in accordance with Section e. below.
- e.

Employees who are issued corporate cards will be notified in advance of the account being closed. Such notice will, to the extent possible, include why the account is being closed and provide the employee an opportunity to address any issues that triggered the account closure.

f.

The company will establish a procedure for newsroom managers to appeal employee expenses that are denied.

Employees will make every good faith effort to locate lost receipts for submitted expenses. If, despite those efforts, the receipt(s) are not recoverable, employees may submit an affidavit for reimbursement, with a newsroom manager's approval, detailing the circumstances of the lost receipt(s) and efforts made to recover the receipt(s). This affidavit process shall not be overused or abused.

Unless otherwise indicated in this Agreement, the Company's policy on expenses, as applied to similarly situated non-bargaining unit employees, will continue to apply to bargaining unit employees (as may be modified from time to time by the Company). In no instance will the policy regarding expenses for bargaining unit employees be less than what is offered to similarly situated non-bargaining unit employees.

Article 27: 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 that are known at that time.

Article 28: Career Development

- a. 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. Employees may apply for another position at any time. After 18 months in a role, the business need for the employee in their current role shall not be a negative factor in assessing their candidacy for another position.
- b. No employee shall be retaliated against for applying for another position at the Company or for requesting to transfer to another team or beat.
- c. The Company shall provide written job descriptions for all bargaining unit positions to the Union and to bargaining unit employees upon request.
- d. 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, within 14 days, and the feedback shall include reasons the promotion was denied (i.e., whether such denial was based on the employee’s performance, the need for additional employees in a given role, the Company’s decision as to whether to allocate funds for additional employees in a given position, etc.)

- e. Nothing precludes the parties from discussing career development on a one-on-one basis throughout the year in a less formal setting. During such conversations nothing shall preclude the employees from inquiring about potential transfers to another role or beat at HuffPost.
- f. The Company shall track the number of formal promotion requests from bargaining unit members. The data collected shall include the employee requesting the promotion, their title and team, self-reported demographic data contained in the Company’s HRIS system, and the result of the request. The data shall be reported at least annually to the Union, upon request.
- g. 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.
- h. If a bargaining unit employee believes that they are performing the work of a job title in a higher salary tier than their current job title, the Company shall provide upon request the job descriptions for the employee’s current title and for the higher-tier title.
- i. The Company shall establish a panel to review any claims that an employee is working at a higher-tier level than their current title. The panel shall be available at least once a quarter and respond to all claims as soon as possible after the review, but no longer than 30 days, with a written response and, if denied, an explanation for the denial. Upon request, the panel shall meet with the employee and a Union representative to discuss the claim and the response.
- j. It is expressly understood that while the criteria set forth in this paragraph may serve to provide a basic description of position levels, they are not the only criteria the Employer uses in hiring or advancement.

The category descriptions below shall not be the basis for or used as evidence for any grievance or other claims asserting that a unit member is working out of title.

Associate	Generally, an entry-level position for the Company 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.

- k. The above categories are intended to be inclusive (e.g., Associate level includes current positions of Associate Editor, Associate Producer, Associate Reporter).
- l. 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 29: Legal Support

- a. 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.
- b. 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 30: Bulletin Board

The Company agrees to provide a bulletin board in The Huffington Post area of the New York and Los Angeles 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 31: Derivative Works Incentive Bonus Program

- a. 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:

- i. 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.
 - ii. The Revenue Pool is defined as 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.
 - iii. 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 \$225,000 in total for each Derivative Work.
 - iv. 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.
 - v. 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.
 - vi. 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.
- b. 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 32: Leave and Related Policies

- a. Bargaining unit employees shall continue to be eligible for the following time off benefits:

Sick Leave
Family Sick Leave
Personal Days
Company Holidays
Family and Medical Leave
Parental Leave
Personal Leave of Absence
Self-Care Days
Birthday Off
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 the New York State Paid Sick Leave Law and, as such, the provisions of those acts, and any other similar statute where such a waiver would be valid, 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 33: Employee Benefits

- a. Bargaining unit employees shall continue to be eligible for the following benefits:

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 34: Healthcare

- a. Bargaining unit employees shall continue to be eligible for all other employee benefits as other similarly situated employees of the Employer. Each of these benefits may be modified or eliminated without negotiation with the Guild in the sole discretion of the Employer, provided that such changes apply equally to similarly situated employees of the Employer.
- b. Notwithstanding the above:
 - i. The Employer will not eliminate Health Insurance (medical, dental, and vision coverages), Life Insurance and Accidental Death and Dismemberment, and Flexible Spending Accounts (medical and dependent care);
 - ii. While the Company may modify or eliminate an existing health plan during the term of this Agreement, it shall continue to provide a PPO and HDHP option. For plan year 2023, the following shall be the monthly cost to bargaining unit employees for the health plan that they elect:

Plan	Employee Only	Employee + Spouse	Employee + Child(ren)	Family
Kaiser Permanente HMO 25	\$60.00	\$110.00	\$105.00	\$175.00
Empire Blue Cross Blue Shield PPO 250	\$150.00	\$325.00	\$310.00	\$460.00
Empire Blue Cross Blue Shield PPO 20	\$200.00	\$400.00	\$385.00	\$580.00
Empire Blue Cross Blue Shield PPO 500	\$85.00	\$155.00	\$150.00	\$235.00
Empire Blue Cross Blue Shield HDHP 1500 (High Deductible)	\$0.00	\$0.00	\$0.00	\$0.00

For eligible employees in the bargaining unit, employee contributions toward the plan premium costs for all available plans with the exception of the Kaiser and High Deductible Plan shall increase on an annual basis by no more than the percentage of the increase in premium contributions for similarly situated non-unit employees, not to exceed 15%. However, the total increase in employee premium contributions for a given plan shall not increase by more than 30% over the life of this Agreement. The Company shall continue to offer a High Deductible plan to employees with all premium costs to be incurred by the Company. Notwithstanding the foregoing, there shall be no increase in employee premium contributions for a given plan in any year where there is no increase in premium cost to the Company.

All non-Kaiser health plans provided to employees in the bargaining unit shall comply with the World Professional Association for Transgender Health Standards of Care for transgender services.

Reimbursement for Outpatient Mental Health Services shall remain per current practice as detailed in the Company’s 2022 Summary of Benefits and Coverage.

Stipends for Reproductive Related Services shall remain per current practice as detailed in Jonah Peretti’s June 24, 2022 Email.

Employees who elect the High Deductible plan shall be entitled to monthly HSA contributions from the Company as follows:

Plan	Employee Only	Employee + Spouse	Employee + Child(ren)	Family
Empire Blue Cross Blue Shield HDHP 1500 or other High Deductible Plan	\$62.50	\$125.00	\$125.00	\$125.00

Article 35: Vacation / Paid Time Off

- a. Employees shall accrue paid time off (PTO) on an ongoing basis at the following accrual rates and maximum accrual balances, based on years of service with the Company:
 - i. Until 3 years of service: 10 hours (1.25 days) per month, or 15 days per year, with a maximum accrual balance of 26 days
 - ii. From 3 years of service on: 13.36 hours (1.67 days) per month, or 20 days per year, with a maximum accrual balance of 37 days.
- b. Employees working fewer than 40 hours per week shall accrue PTO on a prorated basis based on the number of hours worked. For example, an employee who has

been with the company for less than 3 years and works 20 hours per week will receive 50% of the monthly accrual rate, or 5 hours per month.

- c. Accrued PTO shall not expire. Upon termination of their employment, employees shall receive payment for any unused accrued PTO in their final paycheck.
- d. Employees may take an advance of up to 5 days PTO against the balance of PTO they have not yet accrued. Employees terminated or laid off by the Company shall not be required to pay back any advanced PTO upon separation from the Company.
- e. If a holiday occurs within a PTO period taken by an employee, the day shall count as a holiday, not PTO, and shall not be deducted from the employee's balance of accrued PTO.

Article 36: Pregnancy Loss Leave

The Company shall provide bargaining unit employees with Pregnancy Loss Leave. Such leave shall include ten (10) days of paid time off to care for themselves or their spouse/domestic partner in the time immediately following a pregnancy loss or termination, including abortion. This leave is gender neutral and available to all eligible employees upon start of employment.

Article 37: Unpaid Professional Leave

The Employer shall make all Employees with at least three (3) years of service eligible for a one (1) month unpaid professional leave/sabbatical once every three (3) years. 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 employer shall maintain the Employee's health benefits while on leave.

The timing of professional leave is subject to the approval of management and shall not be unreasonably denied.

An employee returning from a leave in this Article shall be reinstated in their job at the salary they would be receiving had their employment with the Company been continuous.

Time spent on leaves provided for in this Article shall be considered service time with the Employer in computing severance pay, vacation accrual rate and maximum, and all other benefits that depend in whole or in part upon the length of service with the Employer.

Article 38: Continuing Education

- a. The Company will reimburse employees for their participation in seminars, conferences and other work-related ongoing professional development expenses, provided reimbursement for the expense is pre-approved before the expense is incurred, and provided reimbursement for such expenses has not been provided

pursuant to another Company policy provision of this Agreement. Approval of participation will not be unreasonably denied. For ongoing professional development expenses, employees will be reimbursed upon providing documentation of the successful completion of the seminar or conference or other work-related ongoing professional development expense.

Any reimbursement deemed taxable in accordance with applicable tax laws in effect at the time of reimbursement will be added to the employee's taxable income for the year. The employee will be responsible for paying taxes that may be due as a result of receiving reimbursements pursuant to this Article.

- b. In the event that the Company offers Tuition Reimbursement and/or Student Loan Payment Assistance benefits to other similarly situated employees of the Employer, the Company will provide the same benefits to the bargaining unit. Such benefits may be implemented, modified, or eliminated without negotiation with the Guild in the sole discretion of the Employer, provided that such changes apply equally to similarly situated employees of the Employer.

Article 39: Reductions In Force

Section 1

In the event of a reduction of the workforce, the Company shall implement such measures in accordance with this Article.

Section 2

The Company shall notify the Guild of any intended reduction in force, specifying:

- a. The names of all Employees to be laid off;
- b. Job titles, dates of hire and length of service; and
- c. Proposed effective dates of any such reduction in force.

The Guild will limit the dissemination of the information provided to only those individuals necessary for the purposes of the discussions in Paragraph 3 below. Nothing herein shall limit the Company's right to disseminate the information.

Section 3

The Company and the Guild shall have a 30-day period to discuss the intended reduction in force (which may be concurrent with any required employee notifications under federal or state WARN Acts). The discussions between the Parties may address topics including but not limited to the rationale for the intended reduction in force, alternatives to the intended reduction in force, training and/or retraining, buyouts, alternative

positions for those employees to be laid off or otherwise reduced, and other ways to ameliorate the impact of the proposed reduction.

The Company may, after the expiration of the 30-day discussion period, execute the intended reduction in force in accordance with Paragraph 4 of this article. The Parties may mutually agree to extend the period for discussion beyond the notice period. An agreement to extend the discussion period shall not constitute a waiver of the Company's right to implement the intended reduction in force as planned.

During the 30-day notice and discussion period, the Company may accept voluntary resignations from employees, but is not obligated to accept such resignations. Such volunteers shall receive severance pay pursuant to Article 40: Severance. The number of employees dismissed shall be reduced to the extent that the necessary payroll savings have been achieved by resignation.

Section 4

In the event of a reduction in force, employees within the impacted unit, group or department (as may be applicable) shall be selected by the Company on a good-faith basis taking into account business needs, special skills, performance, qualifications and seniority. Where other factors are similar, seniority shall govern.

Employees so affected will receive at least two (2) weeks' notice of termination (which may fall concurrently within the initial 30-day notice and discussion period with the Guild, but not before 15 days of notice and discussion with the Guild). If the Company provides employees with less than two (2) weeks' notice, the employee to be laid off will receive base pay in lieu of notice. Such compensation in lieu of notice will be in addition to any severance pay due under Article 40: Severance.

Seniority means length of continuous employment. Employment shall be deemed continuous unless interrupted by (a) dismissal for just and sufficient cause or (b) resignation or (c) refusal to accept an offer of rehire into the classification in which an employee worked when dismissed. Any period of employment for which severance pay has actually been paid, and not refunded, shall not be counted as employment in calculating severance which may again become due after rehire. For the purposes of a reduction in force, employees on a leave of any kind will be deemed to have accrued seniority during their leave.

Section 5

Each employee dismissed to reduce the force shall be placed upon a rehiring list for a period of one (1) year. Should, during this period, any vacancy occur in the position an employee held at the time of the layoff or a comparable position — unless the Company reasonably determines that the employee is not well qualified for the comparable position — the Company will offer the position to employees on the rehiring list in order of seniority (a "Recalled Employee"). During the same one (1) year period, any employee who has been laid off will be guaranteed a hiring manager interview for any position for

which they apply and meet the minimum qualifications. Time spent on a rehiring list by a dismissed employee shall not constitute a break in continuity of service, but need not be counted as service time in computing seniority.

Any Recalled Employee shall be paid the applicable minimum for the title into which the employee is rehired or their previous salary, whichever is greater.

Section 6

The Guild and all employees shall, to the extent possible under the circumstances and within the scope of knowledge of the Company, be notified as soon as practicable (subject to, among other things, confidentiality and compliance obligations) of any sale, discontinuance of publication or business closure or any part thereof. Such notice is distinct from and in addition to any severance pay due under Article 40:Severance.

Nothing in this section shall serve to waive the statutory rights of the Guild and the Company to demand bargaining on any matter that is a mandatory subject of bargaining not covered by the terms of the collective bargaining agreement in accordance with law, including any matter which might otherwise be addressed by mutual agreement of the Labor-Management Committee.

Article 40: Severance

- a. 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.
- b. 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, but no less than notice provided in Article 39: Reductions in Force.

Article 41: Term of Agreement and Negotiations

- a. This Agreement shall be effective as of the ratification date and shall continue in full force and effect up to and including January 31, 2026.

- b. Unless either party gives at least sixty (60) days' notice prior to January 31, 2026, 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, 2026 or after January 31, 2026, the expiration date of this Agreement shall be the sixty- first (61) day following such notice.

SIGNED this _____ day of 4/27/2023, 2023, at New York, New York.

Huffington Post

By David Arroyo
David Arroyo, Chief Legal and Compliance Officer
4/27/2023

Writers Guild of America East, AFL-CIO

By 
Lowell Peterson, Executive Director

Side letter - Health & Safety

The parties have discussed the issue and have agreed that whether COVID-19 is a Hazardous Situation or Circumstance will depend, among other things, on the state of virus transmission and impact of the virus at the time.

Attachment A

WGAE Union Information Letter to be Distributed to All Candidates Receiving Offers for HuffPost Bargaining Unit Positions

Congratulations on your offer of employment! As you may know, HuffPost is unionized with the Writers Guild of America East (WGAE) and the position you are being offered is a part of the unit. Being in the union provides you with the benefits of a collective bargaining agreement that has been negotiated with HuffPost. The [current contract](#) includes guaranteed annual 3% economic salary increases, competitive salary minimums for each position and a severance package in the case of layoffs. Salary offers can be above the contractual minimums, but they can't be less.

We are an “[agency shop](#),” which means that unless you live in a state with “right-to-work” laws, you will be required to either join the union or pay agency fees (which are comparable to union dues). Dues are:

- 1.5% of your earnings, plus \$6.66 per pay period, both of which are automatically deducted from your paycheck.
- And a one-time initiation fee of \$500, payable in monthly installments of \$41.66. (This initiation fee may not apply if you are already a member of WGAE.)
- If you take a position at another WGAE-covered shop in the future, you will not have to pay the initiation fee again.

If you accept this position, we look forward to telling you more about our union. In the meantime, please reach out to us if you have any questions! You can email us at huffpostunion@gmail.com.

Best,
HuffPost Union Committee