COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA, EAST AND HEARST MAGAZINES MEDIA

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE, the Guild, or the Union, and Hearst Magazines Media, hereinafter called Hearst or the Company, agree as follows:

Article 1 - Recognition

Hearst Magazines Media ("Company") hereby recognizes the Writers Guild of America East ("Union") as the exclusive bargaining representative for all full-time and regular part-time editorial, video, design, photo, and social staff performing work for the Company's magazine brands, including but not limited to Autoweek, Best Products, Bicycling, Car and Driver, Cosmopolitan, Country Living, Delish, ELLE, ELLE Decor, Esquire, Food Network Magazine, Good Housekeeping, Harper's Bazaar, HGTV Magazine, House Beautiful, <u>Marie Claire</u>, Men's Health, Oprah Daily, The Pioneer Woman, Popular Mechanics, Prevention, Redbook, Road & Track, Runner's World, Seventeen, Town & Country, Veranda, Woman's Day, and Women's Health.

Excluded: All other employees (including temporary employees), interns, guards, managers and supervisors as defined in the National Labor Relations Act.

Article 2 - Union Security and Dues Checkoff

A. <u>Union Security</u>

- a. Except where prohibited by law, the Company agrees that it will not continue to employ any person covered under this collective bargaining agreement ("agreement") unless they are a member in good standing of the Union and has applied 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 Union 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 Company 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 Company and the employee.
- c. Nothing in this Article shall be construed to require the Company to cease employing any employee if the Company 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.

B. <u>Dues Checkoff</u>

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

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Union and the Company, or for a period of one (1) 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 Company and the Union at least twenty (20) days prior to the expiration date of the present contract or one (1) year from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one (1) year thereafter with the same privilege of revocation at the end of each such period."

WITNESS:_____ SIGNATURE:_____ DATE:

The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deduction in accordance with the foregoing authorizations and assignments.

Dues shall be deducted on each payday. The Employer further agrees to furnish WGAE at the time it remits the dues deducted, a roster of all employees' names, weekly rate of pay, date of employment and fees/dues deducted, or if no deduction was made, the reason for not making a deduction.

D. Within five (5) days of a new hire's date of employment, the Company shall permit Union representatives to meet with new employees to review the terms of the collective bargaining agreement.

E. Job Postings: Bargaining unit job postings will include this statement: "This is a position covered under the Writers Guild of America, East, Collective Bargaining Agreement."

G. On a monthly basis, the Company shall supply the Union with a list containing the following information for each employee:

- (a) name, home address, gender (if self identified by employee), race (if self identified by employee), date of birth;
- (b) contact info including work email, personal email, cell phone, and home address
- (c) hire date;
- (d) job title;
- (e) salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;

Article 3 - No Strike/No Lockout

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike (including sympathy, unfair labor practice, or wildcat strikes), sitdowns, work stoppages, boycotts, picketing, or any other acts that interfere with the Company's business for any reason whatsoever. During the term of this Agreement, the Employer shall not lock out any represented employees. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

Article 4 - Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the WGAE's becoming the collective bargaining representative of the employees covered by this Agreement.

The sole and exclusive rights of management, except to the extent expressly abridged by a specific provision of this Agreement, shall include, but are not limited to, the Company's rights: to establish or continue policies, practices, and procedures for the conduct of its business, including but not limited to the production and exploitation of Company content, and, from time to time, to change or abolish such policies, practices, and procedures; to determine and, from time to time, re-determine the manner, location, and methods of its operations; to discontinue operations or practices in whole or in part; to transfer, sell, or otherwise dispose of its business relating in any way to Company operations, in whole or in part; to select and to determine and, from time to time, re-determine the number and types of represented employees required; to assign work to such represented employees in accordance with the requirements determined by the Company, to establish and change work schedules and assignments, to transfer and promote represented employees, or to layoff, suspend, or terminate represented employees at any time and for any reason; to make and enforce reasonable rules for employee conduct, performance, and safety; to subcontract bargaining unit work to third parties for legitimate business reasons; and otherwise to take such measures as the Company may determine to be necessary for the orderly or economical Company operation.

Article 5 - Grievance and Arbitration

A. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a "grievance" or "grievances") between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement.

B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than sixty (60) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The Company and the WGAE shall meet within fourteen (14) calendar days of receipt of the written grievance.

C. If the grievance is not resolved, the grieving party may, within thirty (30) calendar days following the grievance meeting (or, if the parties fail to meet as prescribed above, within forty-five (45) calendar days of presenting the written grievance), request that the parties submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision. No award in any arbitration or breach of contract claim shall be retroactive to a date more than sixty (60) days prior to the date when the grievance was presented. For a timely filed wage claim, non-discrimination claim, or harassment claim, the arbitrator shall not be limited by the prior sentence, and either party may argue as to an appropriate remedy in the particular case.

D. The determination of the arbitrator shall be final and binding upon the Company, the WGAE, and/or the represented employee(s); and the costs of the arbitration (*e.g.*, arbitrator's fee, filing fees) shall be borne equally by the Company and the WGAE, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.

E. Except in cases of non-discrimination and harassment grievances, a failure to submit a grievance or request arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance, the arbitration, or the breach of contract claim, as the case may be.

Article 6 - Labor Management Committee

A committee comprised of fifteen (15) bargaining unit employees and up to five (5) representatives of the Employer, (with the option of including additional representatives to discuss specific issues), shall convene within 90 days of the ratification of this agreement. The Labor Management Committee shall meet quarterly, with the option to request additional meetings in case of emergency, to discuss workplace matters. Meetings shall last for no more than two (2) hours, and an agenda shall be finalized no later than three (3) days in advance of the meeting. The Committee may make recommendations to the Company about changes to policies or practices. However, said Committee shall have no authority to modify the Agreement or to bind either party to any agreement.

Article 7 – Compensation

A. Upon ratification, bargaining unit members who are below the minimum for their job title shall be increased to minimum for their job title.

- B. Effective January 1, 2024, bargaining unit employees shall receive increases as follows:
 - a. Salary of \$75,000 or less, 2.5% increase to salary;
 - b. Salary of between \$75,001 and \$110,000, 2% increase to salary;
 - c. Salary of more than \$110,000, 1.5% increase to salary
- C. Effective January 1, 2025, bargaining unit employee shall receive increases as follows:
 - a. Salary of \$75,000 or less, 2% increase to salary;
 - b. Salary of between \$75,001 and \$110,000, 1.5% increase to salary;
 - c. Salary of more than \$110,000, 1% increase to salary

D. The parties understand that the Employer may, in its sole discretion, grant increases or salaries to bargaining unit employees greater than these minimum increases.

E. No bargaining unit employee will have their salary reduced during the term of this agreement, unless the employee is converted from full-time to part-time status.

F. Upon promotion to a higher classification, a bargaining unit employee shall receive at least the minimum for the new position.

G. A bargaining unit employee who is assigned by the Company to fully cover a bargaining unit position that is either vacant pending a new hire or, where the employee who regularly holds that position is on temporary <u>approved</u> leave for longer than twelve (12) weeks, shall receive at least the salary rate of the grade minimum or at least five (5%) percent salary increase (whichever is higher) for the duration of the assignment.

H. Job Title Minimums

Job Band	Outside NY & CA	NY & CA Minimums	Org Title
C-4*	\$86,490	\$93,000	Deputy Director

Job Band	Outside NY & CA	NY & CA Minimums	Org Title
			Lead
C-3*	\$81,375	\$87,500	Deputy Managing Editor
C-2*	\$77,190	\$83,000	Associate Manager
			Copy Chief
			Deputy Editor
			Research Chief
			Senior Commerce Editor
			Senior Photographer
			Senior Producer
			Senior Video Producer
C-1*	\$68,829	\$74,000	Deputy Copy Chief
			Senior Designer
			Senior Editor
			Senior Photo Editor
			Senior Specialist
			Senior Video Editor
			Senior Writer
			Technical Editor
B-3*	\$65,100	\$70,000	Producer
			Video Editor
			Video Producer
B-2*	\$62,310	\$67,000	Analyst
			Commerce Editor
			Copywriter
			Designer
			Editor
			Photo Editor
			Photographer
			SEO Specialist
			Social Media Editor
			Specialist
			Stylist
			Test Editor
			Writer
B-1	\$60,000	\$64,000	Associate
			Associate Designer
			Associate Editor
			Associate Producer
			Copy Editor
			Executive Assistant
			Research Editor

Job Band	Outside NY & CA	NY & CA Minimums	Org Title
			SEO Analyst
А	\$55,800	\$60,000	Administrative Assistant
			Assistant
			Assistant Copy Editor
			Assistant Designer
			Assistant Editor
			Assistant Photo Editor
			Assistant Video Producer
			Coordinator
			Editorial Assistant

*Progression from B-1 to B-2, B-2 to B-3, C-1 to C-2, C-2 to C-3, and C-3 to C-4 is not a category promotion and doesn't change language in the contract regarding promotions; its a change in title and minimum salary reflecting improved competency as determined by the Company.

Article 8 - Benefits

The Company shall continue to offer health benefits, including, without limitation, medical, dental, and vision insurance to bargaining unit employees on the same terms and conditions as offered to non-bargaining unit employees, which may be changed from time to time. The Company will provide notice to the Guild of any material changes to the health benefits offered to bargaining unit employees, including, without limitation, substantive changes to the coverage, provider, or plan. Such notice shall be given at the same time as the Company provides notification to bargaining unit employees.

The Company shall continue to adhere to the WPATH (World Professional Association for Transgender Health) standards for health care coverage that are in effect at the time of ratification. If the standards are updated during the term of the Agreement, the new standards may be discussed by the Labor Management Committee.

Bargaining unit employees shall continue to be eligible for the same childcare benefits, including dependent care FSA contributions, as non-unit employees which may be changed from time to time. There shall be no changes to the FSA plan as it existed at ratification of this Agreement during calendar year 2023.

Article 9 - 401(k) and Retirement

A. The Company shall maintain its existing 401(k) Company contribution and match formula for bargaining unit employees for the duration of this Agreement.

B. All bargaining unit employees currently participating in the Hearst Corporate Pension Plan shall have their participation frozen as of ratification of this Agreement. Upon ratification, they shall be eligible for the same 401(k) Company contribution and match formula as all other bargaining unit employees for the duration of this Agreement.

Article 10 - Time Off

Except as specifically supplemented in this section, Time Off, bargaining unit employees shall continue to be eligible for the same holidays, personal days, Summer Fridays, parental leave, Compassionate Care leave, birthdays, service days, jury duty, vacation, time off and leave benefits as non-unit employees, and on the same terms and conditions as non-unit employees, which may be changed from time to time.

Part-time bargaining unit employees shall receive paid time off on a prorated basis per current Company policy. This shall be in addition to any paid sick leave each calendar year that part-timers receive per current Company policy. Additionally, the Company shall give due consideration to requests by part-time employees for unpaid time off.

Bargaining unit employees should discuss with their supervisor coverage plans before taking vacation. Such coverage plans may acknowledge that there are unforeseeable circumstances when bargaining unit employees on vacation may be asked to work.

Article 11 - Compensatory Time / Overtime

The Company shall continue its approach to compensatory time flexibility, though this approach may differ from brand to brand or team to team. The Company shall continue this approach, whether formal or informal, for bargaining unit employees on the same basis and terms as non-bargaining unit employees. The Company shall comply with all applicable federal, state, and/or local laws regarding overtime.

Article 12 - Remote Work

Employees may request to work remotely instead of physically traveling to the Company's office. The decision on whether to grant a request shall remain at the Employer's sole discretion. This paragraph shall not be subject to grievance or arbitration.

The Employer shall continue to offer at least four (4) flex weeks, where employees may work remotely, per calendar year to bargaining unit employees, on the same terms and conditions as non-unit employees.

Article 13 - Outside Work

Bargaining unit employees shall continue to be eligible to perform Outside Work on the same basis as non-unit employees.

Article 14 - Discipline and Discharge

A. All newly-hired bargaining unit employees shall be subject to a ninety (90) day probationary period, during which the Employer has the sole discretion to terminate employment.

B. The Employer shall have the right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to bargaining unit employees for just cause, which shall include but is specifically not limited to:

- a. misconduct;
- b. poor work quality and poor work performance;
- c. continued unsatisfactory performance after at least forty-five (45) days on a performance management plan;
- d. insubordination or other failure to perform your duties;
- e. failure to comply with the Employer's policies;
- f. theft, fraud, embezzlement, misappropriation, or reckless or willful destruction of the Employer's property;
- g. physical violence of threats of violence of any kind.

C. Union representatives will be notified of any terminations or suspensions of bargaining unit employees by the end of business on the same day as the discipline was issued. The Company shall inform the Union of any formal discipline that does not result in termination or suspension within three (3) business days of the discipline being issued.

D. Bargaining unit employees may be terminated immediately for gross misconduct. Examples of gross misconduct include but are not limited to plagiarism, breaches of journalistic ethics, violence, harassment, theft, fraud and other financial misappropriations. If the Union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the alleged misconduct occurred, or if the incident in question rises to the standard of gross misconduct.

E. Where the Company reasonably believes that the employee has engaged in (a) intentional plagiarism or fabrication or (b) gross violation of editorial ethics, an employee may be suspended with or without pay (without pay for no more than two weeks) pending a prompt investigation and further disciplinary action as appropriate.

F. The Employer shall have the right to discharge or otherwise discipline a bargaining unit employee, if, in the Employer's sole judgment, the bargaining unit employee's work product does not meet the Employer's subjective standards for editorial judgment or creative content, editorial or creative quality, editorial or creative judgment or professional journalistic ethics, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. Alternatively, the employee can choose to take four (4) weeks pay in lieu of this opportunity to improve. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than for the Employer to establish that the decision was made for one of these editorial or creative reasons. If that is the case, the arbitrator may under no circumstances substitute their judgment for the editorial or creative judgment of the Employer's and must uphold the discharge or other disciplinary action. The Arbitrator shall not have the authority to modify Hearst's editorial standards. In the event the Employer intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this Section (F) and not under any other provision of this Agreement.

G. It is further understood that notwithstanding any of the above, for any bargaining unit employee hired on a project or fixed-term basis, the employment may end at the end of the project or fixed term period without any restrictions or any further obligations by the Employer. In addition, in the event the specific project to which a bargaining unit employee hired on a project or fixed-term basis is assigned is canceled, discontinued or ended for any reason, there will be four (4) weeks notice or pay in lieu thereof.

Article 15 - Layoff / Severance

A. Any bargaining unit employee who is laid off shall, upon execution of a standard Company severance and release agreement, receive gross severance in the amount of two (2) weeks of severance per year of service with a with a minimum of four (4) weeks of severance, and a maximum of forty (40) weeks of severance. In the event of a layoff, the Company shall provide either two (2) weeks' notice or pay in lieu of to impacted bargaining unit employees.

B. Employees shall receive severance pay in a single lump sum payment.

For any bargaining unit employee who receives severance pursuant to this provision, and C. was receiving medical, dental and/or vision benefits through the Company, and enrolls in COBRA, the Company shall pay to the COBRA administrator the same Employer share of premiums as was being paid while the individual was an employee, for the portion of the severance period for which they are no longer receiving Company benefits, with a maximum of three (3) months. If the Company can't make such a direct payment to the COBRA administrator, then the Company shall, by separate lump sum payment, pay to the employee the monetary equivalent of the Employer's share of the monthly COBRA premium, for the portion of the severance period for which they are no longer receiving Company benefits, up to a maximum of three (3) months. In such circumstances, while terminated bargaining unit employees are responsible for paying the full monthly COBRA amount to the carrier, the lump sum COBRA payment shall be adjusted for taxes so that the terminated employee's monthly outpocket financial share of health insurance premium is the same as their out-of-pocket offinancial share of premiums during employment.

D. In the event of a layoff, a bargaining unit employee may request copies of work product by contacting Human Resources and receiving approval from the Company for the work product requested. This provision shall not be subject to grievance and arbitration.

E. An employee who is scheduled to be laid off, but is instead offered and declines another position within Hearst Magazines and remains employed until their scheduled end date, shall still receive severance under the terms of this section.

F. For a period of six (6) months after the layoff, any individual that applies for an open bargaining unit position and meets the minimum qualifications for that position will be provided an interview for the position.

G. For a period of six (6) months after the layoff, the Company shall maintain a rehire list of all bargaining unit employees impacted by the layoff. Should the Company re-establish any role specifically impacted by a layoff, a former employee that applies for that position and indicates they were laid off from that role in the previous six (6) months will be provided an interview.

H. Accrued but unused vacation days shall be paid out for laid off employees.

Article 16 - Hiring, Offer Letters, and Individual Agreement

A. All job announcements for positions within the bargaining unit will include a statement identifying that the position is within the bargaining unit.

B. This Agreement contains the minimum terms and conditions of employment. Nothing in this Agreement prohibits the Company from, in its sole discretion, offering potential or existing bargaining-unit employees offer letters or agreements with terms and conditions of employment above those contained in this Agreement.

C. All post-employment Non-Compete obligations in existence for bargaining employees employed at the time of ratification shall be deleted in their entirety. The Company may negotiate for a post-employment Non-Compete with any employee not employed at the time of ratification of this Agreement that is offered a salary at the time of engagement for a specific role of more than \$125,000 per year. Should the Company negotiate for a post-employment Non-Compete with any such employee, the Union must be notified.

D. The Company will not require as a condition of employment that any bargaining unit employee enter into (a) mandatory arbitration provision for employment claims regarding <u>sexual</u> harassment or (b) a non-disparagement agreement except in severance and release agreements.

Article 17 - Health and Safety / Harassment / Workplace Culture

A. The Company shall continue to provide its employees with a healthy and safe work environment. If the employee has health and safety issues that arise when working from home, they should raise those issues to Human Resources.

B. The Company shall continue to follow its process for reporting and investigating injuries, illness, or other accidents that occur because of work activities. The process is available to employees in the employee handbook. Employees who have been injured at work should report it to the Company through Human Resources or a manager or supervisor.

C. Should an employee believe they are being placed in an unsafe work environment, the employee should immediately escalate their concerns to their supervisor or Human Resources. The Company shall take steps in good faith to address employee safety concerns. Employees may in good faith exercise their professional judgment as to matters of health and safety when the Company does not respond within a reasonable period of time. In the event an employee reasonably believes their physical safety is in immediate danger, and they will be immediately

harmed if they take the time to escalate their concerns, they may remove themself from the situation.

- D. Harassment
 - a. The Company shall continue to enforce its anti-harassment policy and continue to make the policy available to all employees.
 - b. Any bargaining unit employee who believes they have been subject to harassment should raise such claims through the appropriate channels pursuant to the policy.
 - c. Should a bargaining unit employee initiate a claim of harassment, the Company will investigate the claim. Within thirty (30) days of the conclusion of the investigation, the Company will inform the employee in writing whether responsive action has been taken.
 - d. The Company shall not retaliate against employees for bringing harassment claims. Employee confidentiality will be maintained by the Company to the maximum extent possible.
 - e. Nothing in this contract prevents an employee from seeking legal remedy.
- E. Online Harassment
 - a. Any employee who is subject to online harassment should raise their concerns to Human Resources who will work with the appropriate departments within the Company to address those concerns in good faith.
 - b. The Company shall continue to maintain community standards that prohibit all forms of online harassment by commenters on the Company's various websites.
 - c. Bargaining-unit employees have the support of the Company if they experience online harassment. If there is reason to believe an employee will be the target of work-related online harassment, the Company shall take reasonable steps, including providing resources, to assist said employee in protecting them from online harassment.
 - d. The Company will make training on online security and anti-harassment measures available to bargaining-unit employees.
 - e. Upon the request of an employee, the Company will inform that employee of the websites and platforms outside of Company sites where their work may appear.

Article 18 - Career Development

- A. Employees may apply for any job posted on the Company career site.
- B. The Company will continue to have a performance review process annually.
- C. Employees may request to meet with their supervisor to discuss career opportunities. Such requests shall not be unreasonably denied. This provision shall not be subject to arbitration under this Agreement.
- D. Bargaining unit employees may request the minimum qualifications for an open position for which the Company is seeking candidates to which the employee wishes to apply, including educational requirements, work experience, and skills. Such information about

minimum qualifications shall not be unreasonably withheld. It is expressly understood that while such information may serve to provide the minimum qualifications for a position, they may not be the only criteria the Company uses in evaluating job candidates, and the decision as to whom to hire remains within the sole discretion of the Company, unless otherwise specified in this agreement.

- E. All salary increases not required by this Agreement are not official and approved until communicated to employees in writing by Human Resources.
- F. Upon request, the Company shall provide individual employees with the job description of the position they occupy. This language shall not be the basis for the Union to request all job descriptions for the unit, nor shall the Union have any right to request all job descriptions for the unit.
- G. Employees shall continue to be notified of vacancies at Hearst Magazines for permanent full-time bargaining unit positions for which the Company is seeking applicants on a regular basis (e.g. via email, via a dedicated Slack channel, etc.). This provision shall not be subject to arbitration.
- H. When the Company surveys employees about workplace issues, the Company will communicate to employees who will see the results of such surveys and may communicate how the results of such surveys will be used.
- I. Bargaining unit employees shall continue to be eligible to participate in its referral bonus program on the same terms and conditions as non-unit employees, which may be changed from time to time.

Article 19 - Travel and Expenses

A. Bargaining unit employees shall be subject to the same travel and expense policy as nonunit employees, which may be changed from time to time. The Union will be provided with a copy of the policy once every six (6) months. Said policy shall continue to address:

- a. parking expenses incurred during the course of work assignments
- b. non-commute toll expenses incurred during the course of work assignment(s)
- c. employee requests for corporate credit cards. Employees who request and are denied a corporate card may request an explanation for the denial, and such explanation shall be provided.
- d. the timeline for submission, approval, and payment of reimbursement expenses
- e. reimbursement for transportation costs (mileage, taxis, rideshares, etc.)

B. Bargaining unit employees required to make charges in excess of \$100 in the course of their assigned work and who do not have their own Company card may request that their manager make such charges on a Company card. This provision shall not be subject to grievance and arbitration.

Article 20 - Resources / Subscriptions

A. Bargaining unit employees may request that the Company provide access to industryrelated online paywalls and subscriptions that are directly relevant to their job duties. Such requests shall be given due consideration by the Company, and will not be arbitrarily denied. Decisions shall be based in part upon the Company's evaluation of the direct need for the request, the costs associated with the request, and the discretion of the Company as to the need for any associated project. The Company may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

B. Upon request, employees shall receive a physical copy of the magazine(s) or brand(s) that they work for.

C. Should the Company provide a stipend for services such as high-speed internet and cellphone voice and data plans that are generally available to non-unit employees, bargaining unit employees shall be eligible for such stipend on the same terms as conditions as non-unit employees, which may be changed from time to time.

Article 21 - Professional Development

A. Bargaining unit employees shall continue to be eligible for the Tuition Assistance Program, which may be changed from time to time. The Company shall notify the Union of any changes. The program will not be fully discontinued for the term of this Agreement, unless it is discontinued for non-bargaining unit employees.

B. For education that is not eligible for the Tuition Assistance Program, such as conferences, seminars, webinars, or equipment-based trainings, regular full-time employees shall be eligible for reasonable reimbursement for approved training.

Article 22 - Non-Discrimination

A. In accordance with applicable local, state, and federal law, the Employer will not discriminate against bargaining unit employees in any phase of employment. The Company will not discriminate against bargaining unit employees based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, immigration status, sexual orientation, religion, gender identity, gender expression, veteran status, Union activity, or any other factor protected by applicable law. Alleged discrimination on grounds other than those protected by applicable law or this agreement may also be raised by bargaining-unit employees to their manager or supervisor and/or by their Union representative to designated Company representatives.

B. The Company shall continue its practice of providing a safe outlet for every employee to communicate their pronouns. In accordance with Company policy, the Company shall, upon an employee's request, change all current and go-forward employee records (except for third-party forms which cannot be altered; e.g., EEOC reports, or where legal names are required, e.g.

payroll records) so that all such records use the names and/or pronouns with which the employee identifies. The Company shall then maintain said employee's pronoun(s) on all reports thereafter. The Company shall also update any photographs, including identification badges, upon an employee's request to make such a change for reasons relating to gender identity.

C. Within 6 months of the ratification of this agreement, within the offices it has direct control over, the Company shall make best efforts to expand the number of gender neutral bathrooms available as of October 31, 2022 to bargaining unit employees through non-economic means, including but not limited to changing existing signs in office facilities. Where the Company does not have direct control over the offices, then in the event of a move, the Company shall make reasonable efforts to choose a new office location that provides gender neutral lavatories. While the Company's offices are located at their current leased addresses, the Company shall not tolerate harassment of employees who use any restroom.

- D. Disability Accommodation
 - a. The Company is fully committed to ensuring equal opportunity in employment for qualified persons with disabilities.
 - b. Should a bargaining unit employee with a disability require a reasonable accommodation, the Company shall continue to follow its interactive process to provide such accommodations, whereby managers and employees engage in a dialogue through Human Resources. As part of the interactive process, employees can request any reasonable accommodation appropriately related to the stated disability.
 - c. Employees may also raise workplace ergonomic concerns with Human Resources or their designee.

E. Lactating employees will be provided reasonable break time each day to express breast milk. In accordance with applicable laws, the company will make commercially reasonable efforts to make available a room or private area other than a toilet stall within close proximity to the work area, in accordance with current Hearst policy. If the Company is unable to provide employees with such a location, then the Company shall make good faith efforts to accommodate the employee. The Company prohibits discrimination against any employee for exercising their rights under this policy or pursuant to law.

F. The Company will continue its practice of partnering with employees to address childcare issues, on a case-by-case basis, as they arise.

G. This provision does not prohibit an employee from pursuing claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, state laws, or any other similar laws, rules, or regulations.

Article 23 - Diversity, Equity, & Inclusion

A. The Company will continue its commitment to diversity, equity, and inclusion in the workplace.

B. Equity Committee

The Company shall continue efforts to promote diversity, committing resources to recruitment, mentorship, and training.

The parties agree to cooperate in efforts, consistent with this Agreement, to accomplish a balanced workforce inclusive of race, ethnicity, and gender. The Employer and the Union shall meet within three (3) months of the execution of the new Agreement to create an Equity Committee, which shall meet at least quarterly thereafter. The Equity Committee shall discuss issues relevant to the promotion of a diverse workforce including, but not limited to, the availability of openings within the bargaining unit, recruitment, retention, advancement, mentorship, and editorial coverage. As is consistent with arbitral precedent, the parties agree that the goal referred to herein, or any other proposal or goal that may be developed in the meetings established by this subsection, shall not be subject to the grievance and arbitration procedure of this Agreement a failure of the other party to meet and discuss the subjects covered herein.

Requirements for committee participation:

- Eight (8) months of service or more
- Ongoing Participation in the Company's DE&I education program

The Company shall fund the committee \$25,000 per calendar year.

The bargaining unit shall select the members of the Equity Committee from the Union side. The Committee shall be made up of not more than ten (10) management representatives and ten (10) bargaining unit employees.

C. Open Job Positions

The Company will make a sustained effort to post job openings and to recruit candidates from groups that have been traditionally underrepresented at Hearst Magazines and within the journalism industry, including with respect to race, ethnicity, national background, sexual orientation, gender identity, age, and creed. The Company shall make good faith efforts to post open positions to job boards that target applicants from groups underrepresented at Hearst Magazines. The Equity Committee may make recommendations or referrals to appropriate job boards.

For all open bargaining unit positions at the Company for which the Company is seeking outside applicants, the Company shall continue to adhere to EEOC guidelines on the option for candidates to self-report demographic information.

The Company shall provide a quarterly report to the Equity Committee with the following information: a list of posted bargaining unit positions at Hearst Magazines; a list of

positions filled and places the Company sourced incoming talent, as well as internal engagement activities.

Article 24 - Miscellaneous

A. Office Location

If the Company, in its sole discretion, requires 50% of its bargaining unit employees at a single office space, or ground/testing facility, or an entire brand/hub to move to a new office space that is more than twenty (20) miles from the employee's current office, it shall provide no less than seventy (70) days notice and engage in effects bargaining with the Union.

B. Office Miscellaneous

- a. Employees may request use of a private workspace or conference room based upon business need, and such requests shall not be unreasonably denied. This provision is not subject to arbitration.
- b. The Company shall continue to provide employees with all supplies and equipment, such as computers, printers, or a technological means to make and receive voice calls from something other than their cell phone (e.g. VoIP), that in the Company's judgment is necessary to perform their required job duties. This provision is not subject to arbitration.

C. Union Access and Business

A Union representative may visit the Company's premises in accord with its rights under federal labor law, so long as it complies with all required safety and security procedures of the workplace, and further that such visits must be scheduled in advance and occur during normal business hours. The Union representative's visit shall not interfere with operations.

Union notices shall be allowed to be posted in accord with the Union's rights under federal labor law. Nothing in this provision shall be interpreted to waive the Union's federally protected rights.

D. Work Travel

If a bargaining unit employee believes a particular out-of-town assignment will create a hardship, the employee may request to be excluded from the assignment. In the event the employee has been approved for vacation time, and is subsequently required to cancel the vacation for work obligations, then the employee may request reimbursement for any economic losses they can not reasonably recover or otherwise utilize, such as the change fees or additional fees (if any) for a changed flight or hotel/vacation rental deposits that can not be returned or utilized for future travel. Such requests shall not be unreasonably denied.

During work travel, employees shall not be required to share hotel rooms or lodging with colleagues.

E. The Company shall continue to maintain an organization chart, in electronic form, in which bargaining unit employees can view the supervisory chain of command. This provision shall not be subject to arbitration.

F. Upon request, an employee is entitled to review any records of discipline, performance review, or any completed forms the employee has submitted to the Company.

Article 25 - Legal Defense

If an employee is sued or charged under any 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, that is within the scope of their authorized duties, the Company shall defend and provide legal counsel for the employee for the duration of the suit and any further litigation at the Company's expense. Final selection of such counsel, which may include Company-employed counsel, will be at the discretion of the Company, and the selected counsel shall take strategic direction from the Company. The Company and the involved employee shall notify each other immediately upon receiving notice of such litigation or threat of litigation. The legal support described above is subject to customary exceptions such as gross negligence, criminal act or omission, or any intentional or knowing violation of the law or policies.

Article 26 – Separability and Savings

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

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

Article 27 - Term of Agreement and Negotiations

A. This Agreement shall be effective as of May 9, 2023 and shall continue in full force and effect up to and including December 31, 2025 and shall continue thereafter unless either of the Parties hereto shall give to the other sixty (60) days notice prior to its original termination date of an intention to terminate the Agreement.

B. In the event of an inadvertent failure by either Party to give the notice set forth in Section 1 of this Article, such Party may give such notice at any time following the termination date of the Agreement. If notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

* * * * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Hearst Magazines Media

Adwoa Dadzie

By:

Adwoa Dadzie, Chief People Officer

The Writers Guild of America, East

By: DocuSigned by: CD4323FEDF184C0...

Non-Contractual COVID-19 Return to Office Effects Side Agreement

Section 1. Employees' health and safety shall be the Company's utmost priority. The parties recognize that COVID-19 is a disease that is transmitted primarily through the air and can potentially result in severe illness or death according to the Centers for Disease Control and Prevention.

The Company shall follow government guidelines to mitigate potential exposure in the workplace.

Section 2. Remote Work

Should the Employer plan to increase the number of mandatory office days from two (2) days per week, those plans shall be communicated to the Union at least thirty (30) days in advance of any planned change, and the Union shall have the opportunity to bargain over the effects of that change (however the change may be implemented if agreement on effects can't be reached within the thirty days). Employees may request to work remotely instead of physically traveling to the Company's office. The decision on whether to grant a request shall remain at the Employer's sole discretion, and not subject to grievance and arbitration. If the executed collective bargaining agreement includes additional terms regarding remote work, those terms shall prevail.

Section 3. Standards in Office

The following protocols shall be followed as long as COVID-19 remains designated a "pandemic" by the WHO.

(a) The Company's workspace shall include:

(i) Properly functioning HVAC system with filtering compliant with legal requirements.

(ii) There shall be a maximum number of people permitted within each enclosed space in which Employees work, as set by the Company upon best advice.

(iii) Mask-wearing shall be required in all common areas or spaces in accordance with applicable federal, state and local government requirements.

(iv) Hand sanitizer, disinfectant wipes, and masks shall be available to employees on each floor.

(v) Desks shall be spaced six (6) feet apart.

(b) The Company shall continue to require proof of vaccination against COVID-19 for anyone (including but not limited to Employees) working in such space. Employees who cannot be vaccinated due to medical or religious reasons shall be subject to the Company's reasonable accommodation policy.

(c) Nothing prevents the Union from providing a list of suggested changes to the Labor Management Committee, if there is a significant change in the work environment (such as the introduction of a new highly contagious COVID-19 variant or other biological hazards), and the Company will make reasonable efforts to implement such suggested changes in its sole discretion, provided the Company's policy is in accordance with federal, state, and local law.

(d) The Company shall inform Employees as to the seating options when they are expected to be in the office.

(e) The expectation for any individual who has symptoms of a Covid-19 infection as

defined by CDC, is that they shall follow the guidance of the CDC regarding such symptoms and testing for COVID, and that individuals should follow CDC guidance on whether to report to a Hearst office.

Section 4. COVID-19

(a) The Company shall notify employees of confirmed cases of COVID-19 in employees (including but not limited to bargaining-unit employees) and any other tenants, contractors, visitors, or others that employees could have come into contact with.

(b) If an employee tests positive for COVID-19, Hearst Magazines will follow the previously established processes:

The employee will be asked to leave the premises immediately and Human Resources will be contacted.

HR will use the latest technology and/or government guidelines to contact trace cases and notify possibly exposed employees.

Facilities will be notified to close the floor/area and schedule a deep clean including sanitizing or disinfecting as soon as possible.

Employees with close exposure to a diagnosed or presumptive case (less than six feet away for 15 minutes or more over a 24-hour period) will be asked to report it immediately to HR and to leave the workplace. The employee will be asked to provide a list of colleagues or teams they were in contact with and names of other individuals (I.e., clients, partners, talent) as well.

Additionally, employees will be asked to follow any self-quarantine requirements and return to office guidance.

Once an employee learns that a person with whom the employee lives is either diagnosed or is a presumptive COVID-19 case, the employee is responsible for immediately alerting HR.

(d) All Employees who came into contact with a person who has a confirmed case of COVID-19 shall be required to work from home for five (5) days following exposure. Following this mandatory quarantine period, the affected Employee may return to the office after providing proof of a negative COVID-19 test.

Section 5. Pay for COVID Leave

(a) Any Employee who contracts COVID-19 shall work remotely for a minimum of five days and until they test negative. Such employee shall be required to submit for COVID-19 testing every three days until a negative result is achieved. Employees with a COVID-19 diagnosis will be paid at 100% of pay for the duration of the illness, as supported by medical documentation, up to a maximum of 26 weeks. This benefit will run concurrently with the Family and Medical Leave Act (FMLA). Employees may apply for long-term disability (LTD) as soon as it appears their illness may go beyond 26 weeks — this should be no later than 20 weeks after the start of their illness. Employees should contact their HR representative for more details.

(b) Any Employee who is a caregiver for someone with COVID, exposed to COVID, or quarantined because of COVID (including but not limited to daycare closures, school closures, adult care closures, hospice) shall be provided with paid leave pursuant to the Company's announced sick leave policies.

Section 6. Compliance with Law and Regulations The Company shall continue to comply with all existing and applicable Federal, state, and local laws and regulations relating to workplace health, safety, and environment.

Section 7. Discipline for any violation of this Return to Office Agreement shall be subject to the collective bargaining agreement's discipline procedures. Prior to the ratification of a collective bargaining agreement, the Company shall abide by its legal obligations over individual disciplines.

Section 8. Arbitration Procedure for Return to Office Disputes

Any claimed violations or disputes arising out of the interpretation or application of this Return to Office Agreement shall be subject to the collective bargaining agreement's grievance and arbitration process. Prior to the ratification of a collective bargaining agreement, the Company shall bargain with the Union over any alleged violations or disputes.

Section 9. Refusal-to-Vaccinate Discipline Process. Employees who refuse to comply with Company's vaccination policy, and who are not entitled to a vaccine exemption for medical or religious reasons, will be determined to have been terminated for the purposes of unemployment insurance from their employment and are eligible for the following severance: (a) two weeks per year of service, up to a maximum of twenty- four (24) weeks and three (3) months COBRA. Accrued but unused vacation shall be paid out for laid off employees. Severance is contingent on the execution of a Separation and Release Agreement in a form acceptable to the Company. If anyone is terminated after the execution of a collective bargaining agreement, they shall be entitled to the greater of the severance in the CBA, or this formula. This shall have no precedential effect with respect to the severance provisions the parties negotiate in the CBA.