

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BDG MEDIA, INC.
AND
WRITERS GUILD OF AMERICA, EAST

April 26, 2023 through April 27, 2026

Article 1: Recognition

A) BDG Media, Inc. (“Employer” or “Company”) hereby recognizes the Writers Guild of America East (“Union”) as the exclusive bargaining representative of full-time and regular part-time employees in the following classifications who were hired by the Employer to perform editorial work for Bustle, Elite Daily, Input, Inverse, Mic, Nylon, Romper, Scary Mommy, Fatherly, The Dad, and The Zoe Report (collectively “Covered Publications”).

Associate Editor, Associate Manager, Editorial Operations, Card Story Editor, Copy Editor (Editorial), Designer (Editorial), Deputy Editor, Editor, Editorial Operations Coordinator, Editorial Operations Manager, Junior Art Director (Editorial), Photo Producer (Editorial), Podcast Host/Producer (Editorial), Reporter, Manager, Social Media (Editorial), Strategist, Social Media (Editorial), Assistant, Social Media (Editorial), Art Director (Editorial), Manager, Snapchat Discover (Editorial), Senior Manager, Snapchat (Editorial), Senior Video Editor, Shooter/Editor (Video), Video Editor, Video Producer, Videographer, Marketing and Audience Development Manager (Editorial), Motion Designer (Video), Audio Engineer (Editorial), Contributing Lifestyle Editor (Editorial), Writer (Editorial), Senior Staff Writer (Editorial), Staff Reporter (Editorial), TikTok Creator (Editorial), Post-Production Coordinator (Video), Fact-Checker (Editorial).

The Parties acknowledge that the employees who work for in the above classifications may also perform job duties that are not for the Covered Publication and/or are non-editorial in nature. The Parties agree that nothing in this agreement will restrict or alter the Employer’s ability to assign work to these employees that is not for the Covered Publications, including under the terms and conditions of that non-editorial work (ie., branded or commerce content), and correspondingly, that the Employer shall not be prohibited from having non-editorial work performed by other employees that are not part of the bargaining unit. Bargaining unit employees shall be referred to as “Employees” in this Agreement.

Excluded: All other employees, including managerial, confidential employees, interns, fellows, guards, and supervisors as defined in the National Labor Relations Act.

B) **Regular Part-Time Employee:** Regular part-time Employees shall be defined as employees of the Employer who work at least 40 hours per month, and an average of at least 10 hours per week over a period of twelve months. Employees who work less than the hours stated above are not covered by this Agreement and will be considered freelance employees as later defined.

C) Employees who regularly work forty (40) hours per week on a regular assignment basis are considered full-time Employees. Employees are designated as full-time or part-time upon hire. If an Employee has any question about their designation, they should immediately ask the EVP of Human Resources or their designee. Part-time Employees shall not be considered full-

time Employees by virtue of hours alone without the prior permission of the EVP of Human Resources or their designee.

D) New Excluded Positions. The Employer has the right to create new, excluded positions, or reclassify as excluded unit positions with changed responsibilities, that the Employer determines should be excluded from the bargaining unit on the basis that the position is or has become managerial, supervisory or confidential.

E) Temporary Employees. Temporary Employees. A "temporary employee" is an employee whom the Employer hires directly as a temporary employee. The Employer may use temporary employees to cover for employees who are on leave or temporarily filling other positions, to assist with temporary projects, or to cover any other temporary staffing needs. The Employer may employ temporary employees for up to six (6) months, with an option of renewing for an additional six (6) months, or for the duration of the leave coverage or temporary project, whichever is longer. If there is a reason to extend temporary employment beyond 12 months the Company will meet with the union to discuss the terms or the extension. Temporary employees are not covered by this Agreement.

F) Freelance Employees. A "freelance employee" is an employee whom the Employer contracts with directly on projects as assigned, without commitment of specific hours or usage. Freelance employees are not covered by this Agreement.

Article 2: Union Security

A) Except where prohibited by law, the Employer agrees that it will not continue any Employee in its employ under this Agreement unless they are 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 their 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 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:

- (a) membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or
- (b) 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. The Employer will make deductions from an Employee's wages in accordance with the Employee's written authorization and dues schedules certified by the Union. However, the Employer assumes no responsibility either to the Employee or the Union in the event that, through inadvertence or error, it fails to make such deductions in any instance.

Article 3: Dues Checkoff

A) The Employer 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. An Employee's change to a non-bargaining unit position automatically revokes the Employee's dues or agency fee check-off authorization.

WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct BDG Media, Inc. to checkoff from my wages every pay period 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 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: _____

B) Dues shall be deducted on each payday. Within thirty (30) days after execution of this agreement, and at the time it remits dues, the Employer further agrees to furnish WGAE a roster of all Employees' names, job title, weekly rate of pay, date of employment and fees/dues deducted, or if no deduction was made, the reason for not making a deduction, gender (if self-identified by Employee to HR), race (if self-identified by Employee to HR), date of birth (if

provided by Employee to HR); home address (if provided by Employee to HR), personal email (if provided by Employee to HR), and personal cell phone (if provided by Employee to HR) on a monthly basis. Any list required hereunder that contains personal information such as social security numbers shall be transmitted to the Union in a secured electronic form in the format agreed to between the Employer and the Union. The Employer shall provide to the Union the name, title, e-mail address, and telephone number of the contact information for those responsible for each dues/initiation fees remittance list to be submitted pursuant to this Article who can directly authorize and produce such electronic transmission.

C) The Employer shall not be required to attempt to recover unpaid dues or initiation fees from Employees for any reason, including, but not limited to, those who have terminated employment and received their last wages prior to the receipt of the request or due to Employer error.

D) Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

E) The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) lay-off from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences in section (b) - (d), the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph 1 hereof. This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation fee payment pursuant to the Union constitution in order to remain a member in good standing of the Union.

F) The Employer shall not be obliged to make deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Once funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits, or terms of liability that shall arise out of and by reason of an action taken by the Employer in reliance upon any payroll deduction card(s) submitted to the Employer.

Article 4: Compensation

A. **Maximum Salary Increases:** The Parties understand that the Employer may grant increases higher than the minimum increases to bargaining unit members.

- B. Annual Salary Pay Increases:** Acknowledging that the Company already implemented a 2.5% in March 2023, upon the execution of this Agreement, all current Bargaining Unit Employees who already received an increase shall receive an additional 0.75% increase to base wages (3.25% total). For current Bargaining Unit Employees who were otherwise ineligible for the March 2023 wage increase, they shall either receive the 3.25% increase to their current base salary, or move to the new salary minimums set forth below, whichever is higher. They shall not receive an increase on top of the new minimums.
- C. 12 months after the execution of the Agreement, all current Bargaining Unit Employees shall receive a 3% increase to base wages. Writers who are at the \$62,000 minimum shall receive an increase to the new minimum set forth in the table below in lieu of the 3% raise.
- D. 24 months after the execution of the Agreement, all current Bargaining Unit Employees shall receive a 3% increase to base wages.
- E. An Employee shall not be eligible for a salary raise in subparagraphs B-D above if that employee has otherwise already received a salary increase or promotion increase equivalent to or greater than the across the board increase within 6-months of the dates in subparagraphs B-D. In the event that an Employee received a salary increase or promotion increase less than the across the board increase within 6-months of the dates in subparagraphs B-D, such Employee shall only be eligible for the difference between the salary increase or promotion increase already received and the increase set forth in subparagraphs B-D.
- F. Job Title Salary Minimums:** Effective upon the execution of this Agreement, the minimum salaries for Full Time and Regular Part-Time bargaining unit positions shall be as follows. No Employee employed as of the ratification of this Agreement, shall experience any reduction in salary as a result of these minimums.

	Tier 1 \$55,000	
Assistant, Social Media (Editorial)		1
Assistant, Fashion Marketing		1
Photo Researcher		1
	Tier 2 \$60,000	
Associate Editor		2
Associate Motion Designer, Editorial Video		2
Card Story Editor		2
Coordinator, Art		2
Coordinator, Editorial Operations		2
Coordinator, Post-Production, Editorial Video		2

		2
Strategist, Social Media (Editorial)		2
TikTok Creator (Editorial)		2
Social Video Editor		2
	Tier 3 \$64,000	
Writer *(\$62,000 effective as of ratification; \$64,000 effective 5/1/2024)		3
Associate Manager, Editorial Operations		3
Associate Producer, Editorial Video		3
Contributing Editor		3
Copy Editor		3
Designer, Editorial Design		3
Fact Checker		3
Reporter (Inclusive of Staff Reporter)		3
Staff Writer, Features		3
	Tier 4 \$66,500	
Editor		4
Editor at Large		4
Manager, Editorial Operations		4
Photo Editor		4
Senior Staff Writer		4
Senior Strategist, Social Media (Editorial)		4
	Tier 5 \$71,000	
Junior Art Director, Editorial Design		5
Manager, Social Media (Editorial)		5
Manager, Post Production		5
Motion Designer, Editorial Video		5
Photo Producer (inclusive of Manager, Fashion Bookings and Production)		5
Senior Designer, Editorial Design		5
Senior Editor		5
Senior Staff Writer, Features		5
Videographer, Editorial Video		5
Newsletter Editor		5
	Tier 6 \$78,000	

Deputy Art Director, Editorial Design		6
Editor, Editorial Video		6
Editor, Features		6
Senior Newsletter Editor		6
Producer, Editorial Video		6
Senior Manager, Editorial Operations		6
Senior Manager, Social Media (Editorial)		6
	Tier 7 \$88,000	
Cinematographer, Editorial Video		7
Deputy Editor		7
Senior Editor, Editorial Video		7
Senior Editor, Features		7
Senior Producer, Photo		7
Art/Design Director		7

G. **Promotion:** Upon promotion to a higher classification, an Employee shall receive the minimum for the new position or 5% percent increase, whichever is higher.

H. **Equal Pay For Equal Work:** In order to ensure equal pay for equal work, the Company shall compensate two bargaining unit Employees who work for the same brand, in the title, and in same geographic location, within a \$6,000 difference in pay for the same work, adjusted for contractual minimums and differentials, years of service or annual increases, or any other terms in this contract. In the event that any Bargaining Unit Employee believes they are not receiving equal pay for equal work, they should raise the issue with Human Resources and the Employer shall immediately investigate the matter and either set forth the basis of the different pay or immediately adjust the lower paid Bargaining Unit Employees' salary on a prospective basis. This clause shall only apply to salary discrepancies created after the effective date of this Agreement.

I. **No Demotion:** No Employee shall be demoted because of this Collective Bargaining Agreement.

J. **Annual Salary Proration:** Minimum salaries are prorated for hourly Full Time Employees based on an annual calculation of 2,080 hours. Part-time rate shall be based on the same calculation unless otherwise indicated above. (ie \$60,000 = \$28.84 hourly rate).

K. **Overtime:**

- a. Although it is the Employer's general practice that all work be completed by Employees during the regular workday, conditions may arise that may require Employees to work additional hours.
- b. Hourly Employees are eligible for overtime pay at one and one-half times their

regular hourly rate of pay for all hours worked over forty (40) in a work week. Overtime pay is based upon actual hours worked.

- c. Paid time off is not included in the calculation of overtime.
- L. **Pay Above Minimums:** The Employer has the discretion to pay new and current Employees above the minimum rates, taking into consideration the Employee's performance, experience, skills, qualifications or other relevant factors.
- M. **Bonuses:** In addition to the minimum wage rates, the Employer may in its sole discretion, pay bonuses, merit increases and/or enter into individual agreements addressing compensation. In exercising this discretion, the Employer may take into consideration the Employee's performance evaluations and other relevant factors, including but not limited to the Employer's business and operational needs. The Employer's decisions with respect to bonuses, merit pay or entering into individual agreements shall not be subject to bargaining or arbitration under this Agreement.

Article 5: PTO/Leave

- A. **Parental and Family Leave:** Parental and Family Leave: The Company shall provide Full-Time and Regular Part Time Employees fully paid parental leave up to 6 weeks during the first year of a child's birth, fostering or adoption; such time can be taken consecutively or intermittently. Parental leave shall apply for all new parents, regardless of a parent's gender, and inclusive of birth, fostering, adoption, and new guardianship. This leave will be in addition to the fully paid up to eight-week disability leave taken by the birthing parent as delineated in the August 2021 BDG Handbook. Additionally, Employees are eligible to take additional Paid Leave Time according to their eligibility under applicable Federal, State and Local laws, with an offset for time already taken according to the leave time delineated above. For example, NY currently provides up to 12 weeks of Paid Leave for qualifying individuals.
- B. Other Paid Time Off, such, Sick Days and Vacation, Jury Duty and Leaves of Absence, shall continue to be offered to Full-Time and Regular Part-Time Employees on the same terms as offered to equivalent non-unit full-time or part-time staff employees, as may be changed from time to time. The Parties agree that the NYC Sick Time requirements are waived because the collective bargaining agreement already provides equivalent time off and welfare benefits to the Bargaining Unit Employees.
- C. Notwithstanding the above, upon the completion of 12 months of service and an average of 24 hours per week, Regular Part-Time Employees shall be entitled to use up to 5 PTO days to be used in a calendar year. Regular Part-Time Employees may not accrue more than 5 PTO days, and PTO days shall not be paid upon termination.

PTO days may be used in accordance with the Company's PTO policy. Current Regular Part-Time employees who already meet the criteria listed above as of ratification will receive 3 pro-rated PTO days for the calendar year 2023.

- D. Bereavement: The Company recognizes the importance of taking leave on the occasion of a death in the family or for a non-blood relative that has an established intimate relationship (i.e. life partner). Employees are entitled to up to five (5) days off for the death of a family member or for a non-blood relative that has an established intimate relationship (i.e. life partner). Full-Time and Regular Part-Time Employees are eligible to receive pay for Bereavement Leave at the employee's base rate of pay (excluding overtime and bonuses) for the employee's regularly scheduled work hours for the days missed. Employees may request additional time off without pay for extended funeral matters. Employees taking bereavement leave must notify their manager and TheHRTeam of their intention to do so and may be required to provide a copy of the death certificate. The Company agrees to consider an Employee's request to extend paid time for bereavement on a case by case basis.

E. Voting

- a. Full Time Employees covered under this agreement may take up to three hours of paid time off to enable them to vote in any election. Regular Part Time Employees whose regular work schedule includes a full day of work that falls on election day, those individuals may take up to three hours of paid time off to enable them to vote.

Article 6: Holidays

- A. Full Time Employees shall receive the Holiday day off listed below with pay. Regular Part-Time Employees who are normally scheduled to work on a Company holiday but do not work on the Holiday will be paid their regular rate for the Holiday if they work their regularly scheduled day immediately before and after the Holiday. Regular Part Time Employees whose regular working shift falls on a holiday listed below and agrees with their manager to work on any of the below holidays, will be paid at a 1.5x OT rate for that shift.

New Year's Eve
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth

Fourth of July
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas

And any additional holiday that non-bargaining unit employees receive.

- B. Full Time and Regular Part Time Employees shall be paid for mandatory company-wide mental health days.
- C. Vacation Requests for Religious Holidays. For Employees who are eligible for PTO, requests for holidays for a reason of faith or an organized activity conducted under the auspices of a religious denomination, church, or religious organization shall be given priority so long as the request is made in a timely fashion in accordance with the Employer's PTO Policy.

Article 7: Travel, Expenses, Resources and Professional Development

- A. **Travel Expenses:** Employees shall continue to be reimbursed for additional expenses incurred during work travel in accordance with the Company's practices. Employees may request alternate payment methods from the Company if specific situations that might cause undue financial hardship for business travelers.
- B. **Expense Reimbursement:** For reimbursement expenses, Employees must submit expenses that are eligible for reimbursement within thirty (30) days of the expense being incurred, and the Company shall continue to make best efforts to reimburse the Employees by the payroll period after the payroll period of the approval of the submitted expense.
- C. **Industry-Related Online Paywalls and Subscriptions:** Bargaining Unit Employees may request that the Employer provide access to industry-related online paywalls and subscriptions that are directly relevant to their job duties. Such requests shall be given due consideration by the Employer. The Employer may seek alternative methods of fulfilling such requests, for example, the purchase of group subscriptions.

Article 8: Health Benefits and Retirement

- A. **Health Care:**
 - a. **Full Time:** All Full-Time Bargaining Unit Employees shall be eligible for health benefits on the same terms as all other non-unit staff employed by the Employer, which may be changed by the Employer from time to time The Company will

not change the plan design (deductibles, co-payments, co-insurance) of its medical, prescription, dental and vision benefit plans, or the premiums paid by Employees for those benefits during the plan year 2022-23. Upon request, the Employer shall discuss with the Union any single year cost increase to the Employee contribution costs of over 15%, although such discussions shall not delay offering any health care benefits during open enrollment.

b. Regular Part Time:

Effective open enrollment for the 2024 plan year, Regular Part-time Employees who have completed twelve (12) months of service and average 24 hours per week, shall be eligible to participate in the Company's Allied HDHP Plan on the same terms as all other non-unit staff employed by the Employer, which may be changed by the Employer from time to time on the same terms as other eligible non-unit employees.

- B. **WPATH:** The Employer shall adhere to the WPATH (World Professional Association for Transgender Health) standards.
- C. **Open Enrollment:** The Employer will endeavor to provide up to three (3) weeks for open enrollment.
- D. **Wellness:** The Employer will continue to provide additional wellness benefits to eligible Bargaining Unit Employees as listed on the BDG link site, as may be changed from time to time by the Company.
- E. **401k:** The Employer agrees that in the event that it establishes a 401k Plan match program during the term of this Agreement for comparably situated non-bargaining unit employees, it will permit the bargaining unit employees to participate in the same program under the same terms.

Article 9: Severance

- A. A bargaining unit Employee who is terminated pursuant to a reduction in force, job elimination or layoff, and upon execution of a standard Company separation and release agreement, shall receive the following severance:
 - 1. 0-1 years: 6 weeks
 - 2. 1-5 years: 10 weeks
 - 3. 5-6 years: 11 weeks
 - 4. 6+ years: 11 weeks + 2 additional weeks per year of service above 6 years (maximum 21 weeks)
- B. Severance shall be based on the Employees' base wages (pro-rated for less than Full-Time employment) at the time of their separation from the Company.

- C. For Employees receiving Company health care, the Company shall continue to pay the employer portion of benefits during the applicable severance period.
- D. Regular Part-Time Employees shall be paid out their accrued unused sick days as part of the Severance Agreement.
- E. For a period of one (1) years after the layoff, any individual that applies for an open position in a timely fashion and meets the minimum qualifications for that position will be provided an interview for the position.
- F. Nothing in this agreement prevents an Employee from receiving more than the above for severance.

Article 10: Non-Discrimination, Accommodations, Health and Safety, Diversity

A) Non-Discrimination or Harassment: The Employer will not discriminate against anyone based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, criminal record, DACA status, sexual orientation, socioeconomic status, religion, gender identity, gender expression, veteran status, union activity, political party or affiliation, or any other factor protected by applicable law. The parties acknowledge that discrimination shall not be tolerated based on any of the above factors. The Employer shall also provide a work environment free from sexual harassment or harassment based upon any of the factors listed above. This shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments and benefits. Employees shall participate in all anti-harassment training provided by the Employer.

B) Accommodations: Bargaining Unit members with a physical or mental disability have the right to engage in the interactive process to receive a reasonable accommodation consistent with the Employer's obligations under applicable law. Similarly, Employees may seek any other accommodations based on other protected considerations and the Employer shall comply as required by law. Disability shall be defined to encompass anyone considered an individual with a disability under Federal, NY State or New York City law.

- i. The Employer will devise and share with the Union a comprehensive procedure on the duty to accommodate that clearly lays out the responsibilities of the Employer, Union and Employees seeking accommodation.
- ii. The Employer will provide initial training for qualified Employees who were granted an accommodation to a new or re-assigned position.
- iii. Depending on the requested accommodation and responsibilities of the requesting Employee, and alternative options available, a reasonable accommodation might include modifications to work responsibilities or

work location, safe medication storage, or take other steps to accommodate persons with disabilities.

C) Lactating Employees will be provided reasonable break time to express breast milk for their nursing child. The Employer will also provide lactating Employees with the use of a room or other location, other than a toilet stall, for the Employee to express milk in private. The Employer prohibits discrimination against any Employee for exercising their rights under this policy.

D) The Employer will also provide appropriate access to clearly marked gender neutral facilities on each floor.

E) The Employer prohibits discrimination against any Employee for exercising their rights under this policy. This provision does not waive an Employee from pursuing claims made pursuant to Title VII of the Civil Rights Act, the American with Disabilities Act, the Age Discrimination in Employment Act, State Laws or any other similar laws rules or regulations.

F) Gender Pronouns: The Employer shall make it standard and mandatory to provide a safe outlet for every Employee to communicate their pronoun, not just for queer, gender neutral, gender non-conforming, non-binary, gender variant people. Upon request, the Employer shall change all employee records so that all records use the names and/or pronouns that they identify with. Upon request, the Employer shall also update any photographs, including identification badges.

G) Health and Safety: The Employer and Union agree that safety and security in the workplace are the responsibility of both the Employer and the Employees, and that Employees will comply with the Employer's safety and security policies. The Employer shall comply with all applicable legal workplace safety and health requirements. If an Employee has a concern regarding their safety and security while on a work assignment, they should immediately contact their manager for guidance regarding how to proceed. If an Employee, after reasonable efforts, is unable to contact their supervisor, they should contact a member of the Human Resources team. If the Employee cannot reach their manager or a member of Human Resources, then they may exercise their professional judgment as to matters of safety and security until they speak to their manager or Human Resources. The Employer shall make EAP or peer to peer counseling available to Employees who through the course of their job duties are required to cover traumatic or otherwise distressing news events.

H) At the Employee's request, an Employee may bring a union representative with them to a meeting in which the Employee is filing a complaint of an allegation of harassment. The Employer shall ensure protection from retaliation for bringing claims.

I) Covid-19. The Parties acknowledge that this Agreement is being negotiated in the middle of a worldwide pandemic which has caused the Employer to disrupt its usual operations and many uncertainties remain. The Employer may establish, revoke, rescind, change or modify health and safety work rules and protocols to protect the Employees, their co-workers, vendors,

visitors and any individuals who may come in contact with the Employer or the Employer's premises.

J) In the event that any applicable Federal, State or Local rule or regulation requires any particular safety protocol, measure or action, including, but not limited to testing or vaccination, with reasonable accommodations as required by law, the Parties agree that the Employer shall take whatever action is necessary to comply.

Article 11: Diversity

A) The Employer and Union share a belief that a diverse workplace makes the Employer's journalism and business stronger. In addition to its own initiatives, the Employer may consider any suggestion by the Union regarding recruitment, retention, advancement and/or composition of the Employer's workforce. To further promote diversity, the Employer agrees to the following procedures to create more opportunity for more individuals

B) The Employer shall provide protection from online harassment on the Company website, inclusive of Company-owned and personal social media. This protection shall include, but is not limited to:

- i. The Employer shall inform all bargaining unit Employees that they have the support of the Employer if they experience online harassment, including access to accommodations in the case that harassment constitutes a health and safety risk.
- ii. The Employer shall make managers and supervisors aware of the risks of online harassment and who is more likely to be targeted.
- iii. The Employer shall make training on online security and anti-harassment measures available to bargaining unit Employees.
- iv. The Employer shall make EAP or peer-to-peer counseling available to bargaining unit Employees who have experienced online harassment and/or who are required to monitor and respond to abusive posts.

B) The Employer maintains a strict anti-discrimination culture as it relates to interviewing and hiring. The Employer will continue to make job openings available to candidates from all backgrounds, and endeavor to interview candidates as part of that process from groups traditionally underrepresented in journalism (i.e., BIPOC individuals, those identifying as LGBTQ+, and people with disabilities) as part of the hiring process. The Company and Union agree that the goal is to interview at least 50% of applicants comprised from groups traditionally underrepresented in journalism (i.e., BIPOC individuals, those identifying as LGBTQ+, and people with disabilities). The Employer has the right to hire applicants for bargaining unit positions from any source, internal or external, based on the skills and qualifications that it deems necessary for those positions.

C) Within six months of the execution of this Agreement, the Employer shall create a recommended hiring resources guide for individuals in management and the bargaining unit who hire full-time and part-time Employees. This guide shall include recommended best practices for hiring both Regular Part-Time and Full-Time Employees, sourcing, recruiting, interviewing and legal guidelines around discriminatory hiring practices. This guide shall also recommend methods and resources for sharing open bargaining unit jobs with external candidates, for the purposes of recruiting individuals traditionally underrepresented in journalism (i.e., BIPOC individuals, those identifying as LGBTQ+, and people with disabilities). This guide and other supporting documents will be made available to hiring managers during their onboarding process and will also be available for access at BDG Link. All hiring managers will receive onboarding training on Lever and/or any other relevant hiring platform. In the event that a bargaining unit Employee receives an excess number of applicants for a particular job opening, the individual may reach out to their immediate manager or Human Resources for additional guidance and/or assistance regarding methods to consider a large applicant pool. Examples of assistance/guidance may include, but are not limited to, employees working with their managers regarding flexibility during hiring periods, allocating additional resources to culling the applicant pool; setting a cut-off date for applicants, or focusing on applicants from certain referring sources or educational institutions that target applicants from diverse backgrounds.

D) Inclusion Council: The Inclusion Council is a group of employees from across BDG and W whose mission is to create a workplace that is inclusive of everyone and where every person can be their authentic self and thrive. The Council works to further this goal through external and internal initiatives, including strategic recruitment efforts, employee training, cultural programming, partnerships, and service projects. The Inclusion Council is organized into a broader group, as well as five smaller committees, each striving towards a different aspect of a more inclusive workplace (editorial, revenue, recruiting, culture, and service). Full-time or part-time employees that are interested in participating should contact Human Resources. Selected full-time or part-time Employees typically spend approximately 1-2 hours per month participating and attending associated meetings. Employees should coordinate with their managers to ensure their participation does not conflict with their regular workload. The Inclusion Council shall be open to both full-time and part-time bargaining unit members.

Upon the execution of this Agreement, the Inclusion Council shall create a sixth sub-committee focused on bargaining unit recruitment, retention, advancement, mentorship, the composition of the current bargaining unit, trainings, and discussion groups. The bargaining unit sub-committee shall be composed of up to five (5) Employees who shall meet every other month for approximately 1-2 hours participating and attending associated meetings. The sub-committee will be funded up to \$7,000 pending economics per calendar year (separate from overall funding of the Inclusion Council). Requests for money from these funds shall be made to Human Resources. Employees should coordinate with their managers to ensure their participation does not conflict with their regular workload. Employee participation in this committee shall be compensable. The bargaining unit sub-committee shall be open to both full-time and part-time bargaining unit members. During the alternate month in which the bargaining unit sub-committee does not meet, it shall designate a representative to present to the broader inclusion

council (quarterly) or recruiting sub-committee (bi-monthly) regarding proposed actions, priorities and feedback. In furtherance of the diversity objectives set forth herein, the Inclusion Council shall be able to review the demographics of applicants interviewed for open bargaining unit positions, upon request. The Company shall maintain a list of bargaining unit Employees hired during each quarter which may be viewed by the Inclusion Council members annually.

Overall Goals of the Inclusion Council are to promote a company culture that welcomes all backgrounds, beliefs, and experiences and instills a sense of belonging through shared cultural enrichment and programming; Foster cultural competence through educational initiatives and employee training; Serve as a resource to our colleagues on all diversity and inclusion matters from workplace operations to content creation and revenue strategy; Implement effective recruiting strategies and equip hiring managers with the resources needed to ensure an equitable hiring process; Build and nurture a diverse candidate pipeline spanning early to senior talent through networking opportunities and partnerships with organizations that reach underrepresented candidates; Establish philanthropic strategy that aligns with employee values through charity, volunteerism, and mentorship; increase the percentage of traditionally underrepresented interviewees. In furtherance of the diversity objectives set forth herein, and the Inclusion Council shall be able to review the demographics of applicants interviewed for open bargaining unit positions upon request.

The Company and Union agree the goal is at least 50% of applicants comprised from groups traditionally underrepresented in journalism (i.e., BIPOC individuals, those identifying as LGBTQ+, and people with disabilities). If in a calendar year, either Party determines that the steps outlined above do not result in the increased employment of traditionally underrepresented individuals, either Party may schedule a meeting to discuss additional steps to meet the percentage goals, and alternative non-economic methods to achieve the goals set forth herein as part of the Inclusion Council. The Company shall maintain its current practice of encouraging diverse applicants to apply, in furtherance of the diversity objectives set forth herein,

E) Information and Data: Within 90 days of ratification of this agreement, the Employer will conduct a confidential survey and make available to the Union a report of newsroom demographics of the bargaining unit based on voluntary self-identified information. The Employer shall ask the Employees to voluntarily self-identify the following categories: race/ethnicity, national origin, educational background, sexual orientation and gender identity, age, creed.

Article 12: Intellectual Property, Derivative Work, Outside Work and Conflicts of Interest

A) Any content, including all derivative work, created in the course of performing an Employee's job duties for the Employer, whether used or unused, is a work for hire and belongs to the Employer. If an Employee would like to use material owned by the Employer, they shall make a request in writing to their manager, and must obtain written approval from Human Resources or their designees before using any such material. The granting or denial of such approval is in the sole discretion of the Employer, and such decisions shall not be subject to the grievance and arbitration provision of this Agreement. The Employer shall acknowledge receipt of the request and respond to the request as quickly as practical depending on the nature of the

request. The Employer shall not exceed 15 business days to acknowledge receipt of request. The receipt of request shall include a timeline for a final answer regarding approval or non-approval.

B) An Employee may request permission from the Employer to grant a nonexclusive license for book rights based on work created for the Employer, including the right for an employee to take 100 percent of the royalties of any book deal and from any related or derivative works that the Employee subsequently creates. If an Employee would like to use book rights based on published work created for the Employer, they shall make a request in writing to their manager, and must obtain written approval from Human Resources or their designees before using any such material. The granting or denial of such approval is in the sole discretion of the Employer, and such decisions shall not be subject to the grievance and arbitration provision of this Agreement. The Employer shall acknowledge receipt of the request and respond to the request as quickly as practical depending on the nature of the request. The Employer shall not exceed 15 business days to acknowledge receipt of request. The receipt of request shall include a timeline for a final answer regarding approval or non-approval. Permissions must be obtained for each occurrence of using source material, and permission to publish one book shall not be construed as permission for any other project. If approved, Employees will make good-faith efforts to ensure that BDG shall receive a prominent credit in the book and in any derivative works substantially in the form of "Based on the article originally published in [Brand/ Site / Name] of BDG."

C) An Employee who creates artwork for the Employer may request permission from the Employer to license the artwork to third parties for the non-exclusive right to use the work upon the Employer's approval. If an Employee would like permission, they shall make a request in writing to their manager, and must obtain written approval from Human Resources or their designees before using any such material. The granting or denial of such approval is in the sole discretion of the Employer, and such decisions shall not be subject to the grievance and arbitration provision of this Agreement. The Company shall acknowledge receipt of the request and respond to the request as quickly as practical depending on the nature of the request. The Employer shall not exceed 15 business days to acknowledge receipt of request. The receipt of request shall include a timeline for a final answer regarding approval or non-approval. Permissions must be obtained for each occurrence of using source material, and permission once shall not be construed as permission for any other project.

D) Derivative Work shall be defined broadly, and shall include, but not be limited to, any new content (e.g., traditional print media, digital print media, books, films, TV, digital video programs, books/e-books, video games) that is based previously published editorial content (whether in written, visual, audio, or other form), or derived from research which was conducted during time that the Employee received compensation from the Company.

E) Outside Work: For full-time Employees, all new or reoccurring requests to perform outside employment, contracting, professional and/or comparable activities (which includes activities that are paid, unpaid and self-employment, but excludes work wholly unrelated to the Employer's business and/or the Employee's employment with the Employer) ("Outside Business Activities") must be submitted in writing to their manager, and must obtain written approval from Human Resources or their designees, in accordance with and subject to the Employer's

policy.

The Employer will evaluate requests for the performance of Outside Business Activities considering the following factors:

- i) Any Outside Business Activities performed must not interfere in any way with the Employee's performance of their job;
- ii) Any Outside Business Activities performed must not conflict in any way with the Employer and its interests or create any form of journalistic conflict of interest for the Employee or the Employer.

F) For full-time Employees, with respect to Outside Business Activities regardless of form (e.g., newspaper, magazine, television, digital media, etc.) or service provided for (a) any other news or media organizations or service; or (b) any technology, social media, or content company; ("Media Outside Activities") the request will also be evaluated by the Employer's management based on the following criteria, as applicable:

- i) Whether the proposed Media Outside Activities will provide the Employer any derivative benefit;
- ii) Whether the Employer 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 Employer or are otherwise competitive with the Employer's own offerings;
- iv) Whether the freelance work could create an actual or perceived conflict of interest for the Employer.

G) It shall, at all times, remain within the Employer's discretion to approve or disapprove any requests for Outside Business Activities or Media Outside Activities, and the Employer's decisions are not subject to the grievance and arbitration provision of this Agreement. The Employer shall endeavor to respond to the request within 5 business days or earlier depending on the nature of the request and, at the request of the Employee, inform the Employee in writing, why a request for Outside Business Activities or Media Outside Activities has been denied. When working on any Outside Business Activities or Media Outside Activities, Employees shall not disclose any of the Employer's confidential information (including sources, notes, interviews, etc). The Employer may also rescind an Employee's right to work on projects wholly unrelated to the Employer's business and/or the Employee's employment with the Employer if such activities interfere with the Employee's work for the Employer.

H) For Regular Part-Time Editorial bargaining unit Employees, the Company will maintain its practice of permitting Outside Work, so long as it does not conflict with any work responsibility to the Company.

Article 13: Work Assignments

A) Flexible Work Assignments.

- i) Bargaining Unit Employees. The Employer has the right to assign Employees to perform whatever work the Employer deems appropriate in connection with any print, web, video, podcast, multimedia or other projects, programs, partnerships or activities in which the Employer directly or indirectly participates, presently or in the future. Work assignments to Employees may include new work or work previously assigned to the Employer staff not covered by this Agreement (including but not limited to managers or supervisors).
 - ii) Non-Bargaining Unit Employees. The Employer has the right to assign or reassign work that is or has previously been assigned to Employees to the Employer staff not covered by this Agreement, including but not limited to managers or supervisors.
- B) Contractors and Service Providers. The Employer has the right in its discretion
- i) to engage outside personnel on a non-staff basis, e.g., freelancer, contract writer or editor, blogger, artist, or videographer, to provide content or other services to the Employer;
 - ii) to secure and use content, reports, data, video or other information from other media organizations, other outside entities or individual content contributors, as it may deem appropriate; and
 - iii) to engage contractors to perform Union-covered work or any other work, including design and layout services. Contractors and providers under this provision shall not be considered or deemed Employees for purposes of this Agreement and are not subject to its terms.
- C) The Employer's exercise of its rights under this Article shall not be subject to arbitration or midterm bargaining.
- D) The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

Article 14: No Strike No Lockout

- A) During the term of this Agreement, the Employer agrees not to engage in any lockout of Employees covered by this Agreement. The Union and Employees covered by this Agreement agree not to engage in, or condone, any strike or sympathy strike, work stoppage, slowdown, sitdown, sit-in, concerted refusal to work or other interference with or stoppage of work, boycott, picketing, encouraging others not to do business with the Employer, defaming, slandering, or other interference with the Employer's operations, including, but not limited to, making statements on any social media platform which cause or encourage other entities or individuals not to do business with the Employer. Any Employee engaging in such conduct prohibited by this Article is subject to immediate discharge.
- B) In addition to any other liability, remedy or right provided by applicable law, should any of the actions listed in Section A above occur, including, but not limited to, a strike, sit-down,

sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the Employer's operations, the Union shall, within twenty-four (24) hours of a request by the Employer: i) Publicly disavow such action by the Employees; ii) Advise the Employer in writing that such action by the Employees has not been called for or sanctioned by the Union; iii) Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately; iv) and Post notices at Union bulletin boards advising that it disapproves of such action, and instructing Employees to return to work or cease and desist from the prohibited activity immediately.

Article 15: Discipline

A. Probationary Period: Full-time Employees and Regular Part-time Employees shall have a probationary period. During the 90 working day probationary period, new Employees may be disciplined or discharged without just cause and the discipline or discharge of new Employees during their probationary period shall not be subject to the grievance and arbitration procedure of this Agreement. The Employer may extend the probationary period for 60 working days.

B. Discipline and Discharge: The Employer has the right to discipline and/or discharge Employees for just cause and to determine the appropriate disciplinary action. Discipline may consist of counseling, verbal and written warnings, performance improvement plans, reprimands, suspensions, demotions, or discharge. In any arbitration over an Employee's termination, progressive discipline will be deemed satisfied if the Employee has already received two of the above disciplinary actions.

C. Nothing in this Agreement limits the Employer's right to discipline, suspend or discharge an Employee without progressive discipline in appropriate cases, including, but not limited to cases of gross misconduct (for example theft, fraud, violence or threats of any kind, dishonesty, gross insubordination, violations of the Employer's harassment policies, plagiarism, etc.)

D. Acknowledging that certain bargaining unit Employees have supervisory responsibilities relating to other bargaining unit Employees, the Company may use written statements in connection with any matter under the Grievance and Arbitration section of this Agreement, and such statements shall not be considered hearsay and shall have the same weight and effect of direct testimony.

E. As required by law, Employees shall have the right to Union representation upon request at all meetings that may lead to discipline.

F. While employed by the Employer, the Employer will provide the Employee with copies of any written disciplinary action upon request.

G. Creative and Quality Matters. The Employer shall have the unilateral right to discharge or otherwise discipline any Employee if, in the Employer's sole discretion, the Employee does not meet the meet either the Company's policies, or the Employer's standards relating to editorial,

program or project content, editorial, program or project quality, editorial, program or project output, editorial or creative judgment, professional journalistic ethics, or any other reason related to creative output, including the public expressions of personal opinions which may impact the journalistic credibility of BDG and its publications or be interpreted as BDG's position on an issue, provided the Employee has received prior written notice of the issue and has been given at least four (4) weeks to improve and/or the remedial steps needed to improve. Alternatively, Employees can instead be provided four (4) weeks pay in lieu of notice. Such decisions shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for any of the above reasons. In that 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.

Article 16: Offer Letters and Individual Agreements

The Employer may continue to provide potential Employees offer letters with terms and conditions of employment above those contained in this Agreement. The Employer will not require as a condition of employment, separation agreement, or severance that any Employee enter into (a) mandatory arbitration provision for employment claims not covered by the terms of this Agreement, (b) a post-employment non-competition agreement, or (c) post-employment non-disclosure agreement that violates the NRLA's 2023 standards regarding confidentiality, non-disclosure and non-disparagement and as it relates to discrimination and harassment, unless a non-disclosure agreement is the complainant's preference and is agreed to by the Union and the Employer.

Article 17: 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 work for the Employer that is within the scope of the Employee's authorized duties, the Employer will defend and provide legal counsel for the Employee at the Employer's expense. The Employer and the involved Employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. The Employer will have full control over any such litigation and its resolution, and the Employee agrees to cooperate fully with the Employer in connection with such litigation. The Employer reserves the right to discontinue providing legal counsel in the event that (i) the Employee is not fully cooperating with provided counsel; (ii) the Employee intentionally provides the Employer or provided counsel with inaccurate information regarding anything related to the representation; (iii) it becomes apparent that the Employee was acting outside the scope of their authorized duties, including without limitation any criminal or tortious acts.

Article 18: Career Development / Staffing / Workplace

- A. The Employer shall maintain an organizational chart, in electronic form, updated quarterly, in which bargaining unit Employees can view the workflow chain of command in each vertical. The organizational chart currently available in Paylocity shall satisfy this requirement.
- B. Employees shall be afforded the opportunity to meet with their supervisor upon the Employee's request to discuss the Employee's career opportunities.
- C. When the Employer decides to fill an open bargaining unit position or a new bargaining unit position, the Employer will first post notices of such vacancies internally for a period of no less than one-week, unless indicated on the job posting that less time is available or the hiring manager requests a quicker recruiting timeline; if a quicker recruiting timeline is requested an internal notice will be posted forthwith. The Employer may determine not to post a position when appropriate, e.g., where a vacancy will not be filled; where an existing candidate has the skills; qualifications or experience that Employer needs for the position; where internal reassignments best meet operational and editorial needs; or where the Employer decides to promote an Employee to the position.
- D. Bargaining Unit job postings will include "this is a position covered under a collective bargaining agreement between BDG Media, Inc. and the Writers Guild of America East."
- E. Where geographic location is not a requirement for a new position, the Employer shall continue to indicate on the job posting the expectations of the remote work arrangement. Bargaining unit Employees who apply for a position that stipulates a required geographic location outside of the bargaining unit Employee's current region shall indicate as part of their application their willingness to move, prior to being disqualified for the position.
- F. If a Regular Part-Time Employee applies for a posted full time position for the same job title, a position with similarly situated job duties, or a position that represents a promotion for which they demonstrate the desired skill set, the internal part-time Employee will be first to be considered for the position before external candidates, although the determination of whether or not to promote the individual is solely in the discretion of the Employer.
- G. If an existing Employee applies for a posted position, or formally requests a promotion, raise or title change in writing, and they are not offered the role, raise, promotion or change, they may request feedback on their application or request from their supervisor or a designated Employer representative. Such feedback shall be provided within twenty (20) business days. Feedback under this section shall not be used by the Employer to discipline any Employee.
- H. All salary increases not required by this Agreement shall be communicated to Employees in writing by HR.
- I. The Employer will conduct performance evaluations of its Employees on an annual basis. A record of the evaluation shall be provided within forty-five (45) days. Human Resources will provide the tools for such evaluations, which shall be conducted by the Employees' closest supervisor, even if a bargaining unit Employee. For example, Editors (or their supervisory equivalent) shall be responsible for performing evaluations of Regular Part-Time Employees.

Annual or mid-year performance evaluations pursuant to this Article will not constitute a verbal or written warning for purposes of progressive discipline.

J. A form will be available through Human Resources for Employees to provide management evaluations anonymously. Evaluations shall include feedback on job performance. These evaluations are not public, are not to be used for complaints, and shall not be disclosed by the Company. Any complaints shall go through the proper channels established elsewhere in the contract and/or the workplace. The intention is to create a better workplace for all.

K. Employees shall have the opportunity to request to participate in missions, training, conferences, speaking engagements, professional development and other similar events. Decisions whether or not to grant time-off shall be at the sole discretion of the Company. If an Employee requests participation in missions, trainings, conferences, speaking engagements, professional development and other similar events and if they are denied, the Employee may request to meet with their supervisor or a designated Employer representative to receive feedback on the denial. Such feedback shall not be unreasonably withheld.

L. Working Remotely: Acknowledging that we are currently in the middle of a worldwide pandemic, Employees may work at home instead of physically traveling to the Employer's office upon approval from the Employer. In continuance with the Employer's existing practices (unrelated to COVID) regarding flexible work, Employees may occasionally work at home instead of physically traveling to the Employer's office upon approval from the Employer. The Employer reserves the unilateral right to direct any Employee to work from any work location, including a particular office, and to modify any work arrangement previously granted. Should the Employer require a bargaining unit Employee to relocate for work who lives outside of the tri-state area and was hired to perform a job remotely (unrelated to Covid accommodations), the Employer shall provide four (4) months notice and shall reimburse moving expenses directly connected to relocation of up to two thousand five hundred dollars (\$2500). For reimbursement, Employees must submit expenses that are eligible for reimbursement in accordance with the Company's policies within thirty (30) days of the expense being incurred.

M. The Employer shall maintain a list of existing Company resources (including but not limited to Company-provided transcription services, company subscriptions to news outlets or streaming services, mental health benefits, and discounted wellness benefits.) If a subscription for a specific news outlet or streaming service is unavailable, the Employee can request for the Employer to start a subscription.

N. Recognizing that there are nuances of similarly titled jobs between job brands and business need, and that there is frequently overlap between job titles, within nine (9) months of the ratification of this Agreement, the Company shall maintain written base job descriptions for all bargaining unit positions, which may be changed by the Company. Bargaining unit Employees will be provided the job descriptions of the job they occupy, and may make a request for any job for which they wish to apply.

O. Upon request, an Employee is entitled to review their employment records.

P. The Employer shall provide official Company email addresses to all Employees (including Regular Part Time Employees) upon request to their manager. Onboarding documents shall include a process to attain a Company email address. Employees who receive a Company email address shall only use the address for Company purposes and be subject to the Company's electronic use and anti-harassment policies. Employees must notify Human Resources and their manager of an inactive period of their employment or the separation of their employment to deactivate their email address.

Q. Within four (4) months of the ratification of this agreement, the Employer or its designees shall work with the Labor Management Committee to improve the onboarding process for newly hired Employees or Employees who are changing brands.

R. The Employer shall continue to provide a work space for Full and Regular Part Time Employees who are required to work on site at least three (3) days per week.

S. Full-time bargaining unit Employees who request access to their brand's Insight reports, or any equivalent traffic measurement communications, shall not be unreasonably denied. The review of the report shall be conducted with their manager and all appropriate confidentiality shall be maintained.

T. Part-time bargaining unit Employees who request access to Parsley shall not be unreasonably denied. This clause shall not be interpreted as requiring the Company to maintain a Parsley account, which may be terminated or altered by the Company at its discretion.

U. The Employer shall continue to provide a referral bonus to Employees who recruit new Full-Time Employees who accept positions at BDG according to the terms of the Bonus Referral Program. Employees must notify Human Resources at the time of the hire in order to be eligible for the referral bonus.

Article 19: Union Access and Business

A) Union Representatives. Non-employee Union representatives agree to provide the Employer's Human Resources representative with forty-eight (48) hours' written notice of a request for permission for access to non-work areas on the Employer's premises solely for purposes of representing Employees. Where forty-eight (48) hours' notice is not practicable, the Union will give as much advance notice as possible. Permission to visit the Employer's premises shall not be unreasonably withheld. All health and safety protocols established by the Employer must be met by the Union representative prior to each visit to the Employer and during any meeting at the Employer. Union representatives also agree to comply with all building security and access procedures applicable to other visitors to the Employer while on the Employer's premises. All such meetings on the Employer's premises may not disrupt the work of employees in the Employer's office, or otherwise interfere with the Employer's regular operations.

Union Representatives must limit their access to non-work areas, unless access to a work area is necessary to the Union's ability to represent an Employee and the Union representatives obtains advance approval from the Employer's Human Resources representative to enter a work area for that limited purpose.

The Employer shall provide a mutually agreed upon space for a bulletin board in a reasonably accessible place for Union notices. The Employer agrees that the Union shall be permitted to post notices of Union recreational and social affairs; notices of Union meetings; and other factual notices, information and announcements concerning official business of the Union as it relates to the members of the bargaining unit.

Article 20: Grievance and Arbitration

A) Grievance: A grievance is defined as a violation of a specific obligation in a specific provision of this Agreement or a dispute over a discharge or other discipline with a loss of pay. Grievances shall be resolved exclusively pursuant to the procedures set forth in this Article.

B) Step One: Within thirty (30) business days from the date that the grievant knew or should have known of the event giving rise to the grievance, the grievance must be presented in writing to a member of the Human Resources Team or agreed upon designee. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. Within fourteen (14) business days of filing the grievance, the Human Resources team member or relevant manager shall schedule a meeting with a representative of the Guild and the relevant Employee(s) to discuss the grievance at a mutually agreeable time and place. The grievance may be presented to the EVP of Human Resources (or designee) directly by the Union or mutually agreed upon designee. No more than three (3) persons, including the grievant, shall attend for the Union, unless advanced notice is given and special circumstances exist requiring additional participants. The Employer will have twenty (20) business days from the presentation of the grievance to attempt to resolve the grievance. Every effort will be made to resolve the grievance at this level. The Employer's failure to meet this time period for responding will be deemed a denial of the grievance.

The term "business days" as used in this Article does not include Saturdays, Sundays or Holidays recognized by the Employer.

C) Step Two: Arbitration. Absent resolution of the grievance at Step One, the Union may, within thirty (30) business days of either receiving the Employer's response from the in-person meeting or the denial of the grievance, whichever is first, submit a written demand for arbitration to the American Arbitration Association. The demand for arbitration shall fully describe the specific issues(s) and specific provision(s) of the Agreement to be arbitrated, as well as the specific relief sought. The Employer and the Union shall select the arbitrator, by mutual agreement, from lists submitted to them by the American Arbitration Association, and the arbitration will be conducted in accordance with the then current Voluntary Labor Arbitration

Rules of the American Arbitration Association. The arbitrator's decision will be final and binding on the parties. The fees and expenses of any arbitrator will be shared equally by the parties.

D) Arbitrator's Powers. The arbitrator will not have any power to add to, subtract from, or otherwise amend this agreement. The arbitrator must strictly construe all timelines set forth in this Agreement, and any matter not submitted to the arbitrator in a timely manner shall be deemed resolved and not subject to arbitration under this Agreement. Any matters left to the discretion of the Employer (including without limitation those enumerated in the management rights clause) throughout this Agreement, and matters left unrestricted by any contract provision, shall not be subject to arbitration.

E) Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance, except in cases of harassment in which case the thirty (30) business days in paragraph B above shall be extended to 365 calendar days.

F) Employer Grievances. Grievances brought on behalf of the Employer may be brought initially at step 1 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to the Union. The grievance shall state the nature of the complaint, and the nature of the relief sought. In the event of such a grievance, the Union shall have twenty (20) business days to respond. After the expiration of that timeframe, if the matter is not satisfactorily resolved, the Employer may submit the matter to Step Three Arbitration.

G) Informal Discussion. Independent of this Article, if a dispute arises regarding the application or interpretation of this Agreement, the Union, an Employee or group of Employees are encouraged to present the claim to the appropriate manager or supervisor to discuss and attempt to resolve it.

Article 21: Management and Editorial Rights

A) Except as limited by a specific term of this Agreement, the Employer reserves and retains exclusively to itself the traditional rights in the exercise of the functions of management, including but not limited to the following rights: to manage and operate the Employer's business, publications, finances, and facilities; to direct, plan and control all the Employer operations; to direct its Employees; to determine, change, modify, increase, or decrease what work will be performed by Employees covered by this Agreement and the number of Employees needed to perform such work; to determine and change the qualifications and responsibilities of Employees; to develop, change, modify, increase, or decrease performance evaluation and merit pay programs; to establish, change and modify, existing operational methods, technologies, materials, equipment, and facilities; to establish, administer, modify and discontinue workplace policies and other standards of performance and conduct; to select and hire Employees; to determine and evaluate the competency of Employees; to set, change, modify, increase, or decrease schedules and the days, shifts and hours that Employees work and their days off; to grant, deny, revoke or modify any telecommuting arrangements and the terms of any such arrangements; to implement, change, modify or rescind any technological device or program; to

promote, reclassify or demote Employees; to transfer, suspend, discipline and discharge Employees; to subcontract work; to layoff Employees for any reason consistent with the terms of this Agreement; to restructure and reorganize its operations; to change, relocate or close facilities; and to exercise sole discretion. On all decisions involving the scope and direction of the business and all content or editorial matters. This enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the non-exercise of any management rights constitute a waiver of the Employer's rights.

B) Without limiting the foregoing management rights, except as specifically modified by this Agreement, the Employer shall retain all of its rights, powers, and authority existing prior to the signing of this Agreement and such rights, powers and authority remain exclusively and without limitation within the rights of management.

C) Employer Policies. Bargaining unit employees are subject to the policies that apply generally to all the Employer's similar employees, such as work rules, performance standards, standards of conduct, time and attendance, social media, confidential information, technological usage and safety. The Employer has the right to implement, revoke, rescind, change or modify these policies if applicable to all similar employees.

D) The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

E) Editorial Rights. Except as limited by a specific term of this Agreement, the Employer retains sole discretion in the area of editorial judgment and content creation, acquisition and publication, including but not limited to the following rights: to determine what content to create, publish, or otherwise disseminate in print, digitally or otherwise; to determine what platforms to use for publication or dissemination of content; to determine how and when to publish or disseminate content; to determine whether to add, modify or cease any publications, channels or other products; to determine whether and when to participate in formal or informal partnerships with outside content providers; to assign stories, features or other work to Employees or reporting teams; to contract for or otherwise secure content from other sources or content providers, including freelancers or employees of another employer; to introduce and adopt new methods of content creation, submission or publication; to introduce new technology and modify or eliminate technology; to establish, modify and enforce conflict of interest standards and editorial guidelines; and to exercise sole discretion on all decisions involving editorial or content matters. This enumeration of editorial rights is not exhaustive and does not exclude other rights not specified herein, nor shall the non-exercise of any such rights constitute a waiver of the Employer's rights.

Article 22: Editorial Standards

A) Decisions about publishing, removing or modifying editorial content (e.g. articles; videos; podcasts; social media posts, excluding advertising content), shall be made with the approval of the editorial management only, up to and including the Editorial Director or similar position. The purpose of this clause is to confirm that the sales team may not dictate to the Employees about decisions regarding editorial publishing, removing or modifying editorial

content without the approval of the editorial team. If a disagreement exists between the sales team and the editorial team regarding the above, the final decision shall be made by the editorial management staff only, up to and including, the Editorial Director or similar position.

B) An Employee may request that their byline or credit line shall not be used, including in circumstances where content is updated after publication, and the Employer shall have sole discretion whether or not to grant the request. The Company will continue its current practice of updating the timestamp when content changes are made. If a request for a byline or credit removal is denied, the Employer shall provide a written explanation of why the request is denied.

C) For exclusively editorial content, Employees shall not be reassigned to a different beat or assignment based solely on a request from an advertiser, sponsor, outside investor, or entity that is a subject of the Employee's reporting.

Editorial staff shall not be required to work on content for which advertisers or sponsors have approval over content in the published work. However, they may do so if they are willing.

D) Bargaining unit Employees may ask if a particular assignment is for content for which advertisers or sponsors have sole approval over content in the published work. If the Company does not inform the Employee upon request, the Company will let the Employee know why the request was denied

E) The Employer and Employees shall comply with FTC guidelines regarding sponsored content.

F) If a bargaining unit Employee reasonably believes a piece they have been asked to work on to be false, or for non-branded, non-commercial editorial work may be reasonably construed to violate ethical journalistic standards, the Employee should raise the issue with their manager and explain the reason for believing the piece to be false, or may be reasonably construed to violate ethical journalistic standards. The manager shall either provide an explanation for the validity of the piece in question, or reassign the Employee to another assignment.

Article 23: Social Media

Social media is of significant value to the Company's business. All Full-Time and Regular Part-Time Employees must adhere to the Company's Social Media Policy, as may be amended by the Company.

Article 24: Separability

A) 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.

B) 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 25: Labor Management Committee

A) The Employer and the Union will establish a Joint Labor-Management Committee of up to four (4) Full-Time Employees and four (4) Regular Part-Time Employees for the purpose of meeting and discussing Employee concerns and matters affecting relations between the parties, including, among others, training, new technology, methods of operation and work processes, and other such matters. The committee shall meet up to once a quarter during the term of this Agreement. Meetings shall be held at a mutually agreeable time and location.

B) It is the parties' intent that Labor-Management Committee discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. The Labor-Management Committee will not receive or adjudicate grievances. To facilitate open dialogue, discussions of the Labor-Management Committee, including disagreements over matters discussed in the Committee, shall not be used in any proceeding or hearing, or subject to the grievance and arbitration provision of this Agreement.

Article 26: Miscellaneous

Throughout this Agreement, “in writing” shall be defined as either a) an email to the noted person, b) written correspondence sent by a trackable method, or c) written correspondence which is hand delivered to the noted person.

Article 27: Term of Agreement and Negotiations

This Agreement shall be in full force and effect from 12:00 midnight, April 26, 2023, until 11:59 PM, April 27, 2026, and shall automatically be renewed for periods of one (1) year thereafter unless either the Employer or the Union serves written notice of its intent to terminate or modify this Agreement upon the other party not more than 90 calendar days nor less than 60 calendar days before the date this Agreement terminates. Anything to the contrary notwithstanding, if written notice of intent to terminate or modify this Agreement is timely given, negotiations for a successor agreement will commence on such dates as the Employer and the Union may agree, and this Agreement shall continue in full force and effect during the negotiations and will terminate on the date immediately preceding the date a successor agreement is effective or, if this Agreement continues in effect beyond April 27, 2026 on the date the Employer declares impasse or on that date which is 15 calendar days after the Union has given the Employer written notice of its decision to terminate negotiations, whichever date first occurs.

AGREED

Trisha Dearborn



By: BDG

November 9, 2023 _____

Date:

By: WGAE

Date: 5/12/2023