

PROCEDURAL HISTORY

Pursuant to the collective bargaining agreement (“CBA” or “Agreement”) between The Washington Post (“The Post” or “Employer” or “Company”) and Washington-Baltimore News Guild Local No. 32035 (“Guild” or “Union” or “WBNG”), the parties designated Sarah Miller Espinosa to serve as the Arbitrator to resolve certain issues. The hearing was held on June 4, 2026, at the Guild’s office located in Washington, DC. The Union and the Grievant, Karen Attiah, were represented by legal counsel selected by the Union. The Employer was represented by legal counsel selected by the Employer. The parties were provided a full and fair opportunity to present evidence and arguments. The Employer called the following witnesses to testify: Adam O’Neal, Matthew Bohatch, and Wayne Connell. The Union called the following witnesses to testify: Evan Gates and the Grievant. A verbatim transcript of the proceedings was made. The record was closed on July 20, 2026, following the Arbitrator’s receipt of the parties’ post-hearing briefs.

ISSUE

The parties stipulated to the following issue:

Did The Washington Post have good and sufficient cause to terminate the employment of the Grievant, Karen Attiah? If not, what will the remedy be?

(Tr. 7-8:21-2)¹.

¹ “Tr. X:x” means “Transcript” at page number: line numbers.

RELEVANT PROVISIONS OF THE CBA
EFFECTIVE DECEMBER 31, 2023 – DECEMBER 31, 2026
(Jt. Ex. 1)²

**ARTICLE II – JURISDICTION, WORK ASSIGNMENTS AND
MANAGEMENT RIGHTS**

3. Management Rights. Except as limited by a specific provision of this Agreement, The Post retains the exclusive right to manage and operate the business, to direct and control the work force, and to make any and all decisions affecting the business, including but not limited to the following rights:

- To manage, operate and change facilities and work locations;
- To determine the manner and means of operation and production, except as specifically limited by this Agreement;
- To determine the work assignments of employees covered by this Agreement, in accordance with this Article II;
- To determine the size of the workforce and the number of employees to employ;
- To determine the qualifications and responsibilities of employees;
- To change job titles, duties and responsibilities of employees;
- To develop and implement performance evaluation programs, in accordance with Article XVII(14) and the Performance Review Side Letter;
- To set and enforce performance standards, goals or objectives for employees, in accordance with Article XVII(14), Article X(3) and the Performance Review Side Letter;

- To discipline, suspend or discharge employees for good and sufficient cause, in accordance with Article X(3);
- To reorganize and restructure its operations;

- To establish and/or modify safety protocols and training to provide a safe and secure work environment for employees, in accordance with Article XX;

ARTICLE X – JOB SECURITY

3. (a) No employee shall be discharged except for good and sufficient cause. Discharge of new employees with less than six months' employment [in the case of employees covered by Section 2(b) above, nine months' employment] shall not be subject to the grievance procedure. Failure to

² "Jt. Ex.", followed by a number means "Joint Exhibit" and the number thereof. "Co. Ex.", followed by a number, means "Company Exhibit" and the number thereof. "Un. Ex.", followed by a letter, means "Union Exhibit" and the letter thereof.

notify the employee and the Guild in writing of the employee's performance at the intervals specified in the probationary periods above shall not render discharge under this provision subject to the grievance and arbitration procedure.

(C) Employees who are discharged shall be given written notice of their discharge, with the reason for the discharge, at or about the time of discharge, with a copy furnished to the Guild. Conferences regarding any discharge shall proceed with due diligence. Grievances concerning discharge shall be processed according to the procedures set forth in Article XXV. In the event of a termination for failure to meet the Publisher's attendance or performance standards, the requirements of progressive discipline shall be deemed to have been satisfied after the employee receives one written warning and one suspension. Nothing in this Agreement shall be deemed to limit the publisher's right to discipline, suspend or discharge for just cause, or to discharge an employee without progressive discipline for gross misconduct or willful neglect of duty. Nothing herein, however, shall diminish the Publisher's obligation under this Section to take such disciplinary action only for just cause, nor does it limit the Guild's right to challenge, under Article XXV, such disciplinary action on the basis that it was taken without just cause.

ARTICLE X – JOB SECURITY

4. Step Three – Arbitration:

(a) If no decision is reached at the Grievance Committee meeting, the grieving party may, within twenty working days of the Committee's meeting, serve a written demand for arbitration (by a single arbitrator) on the other party. The grieving party's demand for arbitration shall be addressed to the other party in writing, citing the specific issue(s) and provisions(s) of the Agreement to be arbitrated.

(b) Upon receipt of a timely written demand for arbitration, The Post and the Guild will select an arbitrator. If the parties cannot select an arbitrator within ten working days by individual designation, an arbitrator will be selected within the next ten working days by alternately striking names from a standing panel of five arbitrators selected by the parties, with The Post and the Guild alternately striking the first name in each case. At the request of either party, an arbitrator not selected for a pending arbitration shall be removed from the panel, after which the parties shall meet within thirty days to select another arbitrator for the panel.

(c) The arbitration hearing shall be conducted according to the Voluntary Labor Arbitration Rules of the American Arbitration Association; however, the AAA shall have no authority as to the conduct of the hearing or the arbitration unless otherwise agreed to by the parties. The decision of the arbitrator shall be final and binding, it being understood and agreed, however, that neither party waives any legal rights it may have. The arbitrator shall have the authority to rule on either party's motions, including pre-hearing dispositive motions. The arbitrator shall not have the authority to amend or modify, add to or subtract from the provisions of this Agreement. Matters left unrestricted by a specific provision in this Agreement, and matters left to the discretion of the Publisher throughout this Agreement, shall not be subject to arbitration.

(d) If a discharged employee is reinstated, wages for time lost as a result of the discharge and accrued contract benefits shall be considered and decided by the arbitrator, but in no event shall

such wages or benefits exceed those that the employee would have received but for their discharge, or accrued benefits exceed those set forth in this Agreement. Reprimands and disciplinary actions without loss of pay shall be subject to the grievance procedure but shall not be arbitrable.

(e) Matters affecting relations between employees and The Post may be discussed by Guild and Post representatives, however such subjects shall not be subject to arbitration.

RELEVANT PROVISIONS OF THE NEWSROOM **SOCIAL MEDIA POLICY**

(Jt. Ex. 6)

Social media platforms can be useful as a reporting tool and strengthen our ability to find new audiences, but it is important to remember that social media accounts maintained by Washington Post journalists – whether on Twitter, TikTok, Instagram, LinkedIn, Facebook or elsewhere – inevitably reflect upon The Post’s reputation and credibility. Post journalists should not feel compelled to engage or broadcast on social media platforms, except for those whose roles explicitly require it. Post journalists who choose to use these platforms will be expected to do so responsibly, in accordance with the guidelines below.

A Post journalist’s use of social media must not harm the editorial integrity or journalistic reputation of The Post. Your association with The Post gives you a large platform and may bring you a blue checkmark and added followers. Along with that comes our collective responsibility to protect that integrity and reputation. This guidance applies to content you post or amplify – such as in a retweet, like or share – on any digital platform.

Post journalists should ensure that their activity on social media platforms would not make reasonable people question their editorial independence, nor make reasonable people question The Post’s ability to cover issues fairly. Our newsroom’s diversity strengthens our journalism, and Post journalists can bring their backgrounds, identity and experience to their social accounts. It is not appropriate to use your social media account to advocate for causes, issues, governmental policies or political or judicial outcomes. Also, avoid curating your feeds in ways that suggest you have a partisan point of view on an issue The Post covers. This particular guidance does not apply to columnists, critics and other practitioners of opinion journalism posting as part of their work.

Before you publish a post on social media, ask yourself if it compromises our newsroom’s mission to prioritize fact-finding. Ask yourself if it would be harmful for your message to be associated with The Post. Ask yourself if the words or images you are using – especially if your message includes offensive content – will undermine The Post’s journalistic reputation for reporting the news fairly, accurately and without bias. If the answer to any of these is yes, don’t post.

Post journalists should be civil on social media and treat people with respect. The values that define a Washington Post journalist – professionalism, empathy, collegiality and a focus on the facts – should be demonstrated on our social media accounts and in our interactions with

colleagues, competitors and our broader audience. Social media is not the platform to engage in disputes with your colleagues. When mentioning or tagging someone on social media – a colleague, competitor, source or someone else – be aware that such posts can bring undue attention and sometimes harassment to those who are tagged.

It is a top priority for The Post to protect its journalists. The company recognizes that harassment on social media continues to become more sophisticated and frequent. We will work to protect our journalists from these campaigns publicly and privately. These sorts of attacks do not give Post journalists license to violate this policy in retaliation.

If you are a frequent target, your beat places you at greater risk, or you have other reasons to be concerned about your social media presence, The Post will work with you to develop a plan that protects your safety and reputation. If you receive threatening messages or another form of online harassment, your first action should be to send an e-mail to ... and the deputy managing editor for news operations.

Generally, The Post's Security team advises our journalists not to respond to threats directly. Send the Security team links or screenshots of the threats with any necessary supporting information and they will be in touch with guidance and next steps. Understand that steps will be taken behind the scenes to assess any threats, shield you from exposure to them and protect you and your family.

If you feel there is a need for a public response, please consult with a member of newsroom leadership before responding. When appropriate, we can organize a response on your behalf.

The standards editors and deputy managing editor for news operations are responsible, in concert with newsroom leadership, for ensuring these guidelines are followed. If you have any questions or need clarification concerning this policy, you should contact the deputy managing editor for news operations or the newsroom standards editors.

Scope of Policy

This policy is intended to comply with all federal, state and local laws, including Section 7 of the National Labor Relations Act, and will not be applied or enforced in a manner that violates federal, state or local laws. Nothing in this policy is intended, or will be applied, to prohibit employees from engaging in concerted activities that are protected under federal law.

RELEVANT PROVISIONS OF THE POST SOCIAL MEDIA POLICY (Jt. Ex. 7)

Social Media Policy

The Washington Post recognizes that social media is an important platform for employees to connect with family members, friends and colleagues around the world. However, using social media also presents certain risks and carries certain responsibilities, especially for employees of a media organization that must always uphold its journalistic integrity and objectivity. To help you make responsible decisions about using social media, The Post has established these guidelines for

its appropriate use of Social Media. This policy applies to all managers, supervisors and employees of The Post. Newsroom employees have additional responsibilities when using social media, as set forth in The Washington Post's Guidelines for Digital Publishing.

This policy does not supersede those guidelines. Managers, supervisors and employees authorized to speak "on behalf of" The Post on social media, as defined in this policy, must adhere to these guidelines, as well as any supplemental guidelines created by The Post.

Guidelines for Social Media Use

The following guidelines are not exhaustive but are designed to help employee recognize and avoid the risks of engaging in certain social media activities where the employee is identified or is publicly known as an employee of The Post in his or her social media profiles. For purposes of these guidelines, social media includes publicly communicating or posting information or content on the internet, including to your own or someone else's Facebook Twitter, Snapchat, Instagram or LinkedIn pages or websites. This policy does not cover private communication such as direct person-to-person messages or private family Facebook groups. Ultimately, you are responsible for what you post online. Before creating and posting online content, consider the risks involved. Keep in mind that if you identify yourself as a Post employee, are publicly known as a Post employee or talk about The Post on social media, everything you post is a reflection of The Post. This means that social media posts should not adversely affect the integrity of The Post's journalism, adversely affect your job performance or the performance of your co-workers, or otherwise adversely affect The Post's legitimate business interests. For newsroom employees, nothing in this policy is designed to affect or limit their coverage or social media posts that are permitted under the newsroom's Digital Publishing Guidelines.

Comply with Post policies when using social media: When using social media, employees are expected to comply with all company policies, including The Post's Policy Prohibiting Workplace Harassment, the Policy Prohibiting Discrimination, the Conflict of Interest Policy and the Information Security Policy. Violation of these policies by posting content that is discriminatory, harassing, threatening, violent or otherwise unlawful will not be tolerated.

Be respectful: Social media posts that disparage people or groups on the basis of their race, skin color, national origin, religion, gender, sexual orientation, age, disability or other protected characteristics, or that are ... threatening, malicious, abusive, harassing, maliciously false, vulgar, obscene or sexually explicit, are not appropriate and violate company policies.

Questions

If you have any questions or need clarification concerning this policy, you should contact The Post's Human Resources Department.

Violations

Failure to comply with this Social Media Policy may result in disciplinary action up to and including termination of employment.

Scope of Policy

This Social Media Policy is intended to comply with all federal, state and local laws, including Section 7 of the National Labor Relations Act, and will not be applied or enforced in a manner that violates federal, state or local laws. Nothing in this policy is intended, or will be applied, to prohibit employees from engaging in concerted activities that are protected under federal law, including discussions of wages, hours or other terms and conditions of employment.

BACKGROUND FACTS

On the entire record produced, including the Arbitrator's assessment of the credibility of each testifying witness, and weighing the probative value of the documentary evidence admitted, the Arbitrator finds the following relevant facts:

A. The Washington Post & The Guild

At all times relevant to the instant matter, William Lewis ("Lewis") served as the Publisher and Chief Executive Officer of The Washington Post.³ Eleanor Breen ("Breen") served as Lewis's Chief of Staff. Wayne Connell ("Connell") is the Chief Human Resources Officer at The Post and has served in this role since January 1, 2009. Connell has worked at The Post for 21 years. Matthew Bohatch ("Bohatch") has been employed by The Post since 2017 and oversees global security operations worldwide, [REDACTED]

[REDACTED]

Adam O'Neal ("O'Neal") is the Opinion Editor. O'Neal began his employment at The Post on July 14, 2025, having previously worked at or with other media organizations for 15 years. O'Neal's responsibilities as Opinion Editor include overseeing the staff and content of the Opinions Section. O'Neal described his vision for the Opinions Section as a change of focus to free markets and personal liberties. O'Neal testified that there are approximately 60 people assigned to the Opinions Department, approximately 36 of whom are in the bargaining unit. (Tr. 29:10-13). At the time of the Grievant's dismissal, the Grievant reported to Mary Duenwald

³ As of the date of the hearing, Lewis was no longer employed by The Post.

(“Duenwald”), Deputy Opinion Editor, who, as of the date of the hearing, was no longer an employee of The Post. Duenwald reported to O’Neal.

B. The Grievant

The Grievant attended Northwestern University, where she studied communications, sociology, and African Studies, and the Columbia School of International and Public Affairs, where she studied human rights and the media. Prior to working at The Post, the Grievant worked for or with various organizations, including the United Nations Development Program, the World Bank, and the Associated Press. The Grievant began working for The Post as a Digital Producer and Editor in June 2014. In this role, the Grievant helped develop the social media presence of Post Opinions accounts. In 2016, the Grievant was assigned as the Global Opinions Editor. In 2021, the Grievant was assigned as a full-time Opinion Columnist, the role the Grievant held until her discharge on September 11, 2025. The Grievant testified that her work focused on human rights, international affairs, international politics (Africa and the Middle East), domestic politics, culture, race, and gender. The Grievant is a past recipient of a George Polk Award.

During the course of her career at The Post, the Grievant has been the target of threats. Since 2018, the Grievant has been the subject of security monitoring by The Post’s Security Team; the monitoring is meant to keep The Post and the Grievant aware of threats made against the Grievant. Also since 2018, the Grievant was sent 57 security assessment reports by the Security Team. The Grievant also received access to an on-line privacy tool, advice on handling pursuers, and on one occasion in October 2018, an in-person security detail.

During her employment with The Post, the Grievant was the recipient of several performance evaluations, some of which noted the Grievant’s facility in the use of social media. The Grievant’s 2014 Annual Performance rating stated, in part: “Karen has done exceedingly well in using social media accounts to encourage readers to visit more frequently, and has shown eagerness to use the new quiz and gallery tools to keep readers on the site.” (Un. Ex. 13A). That same review also stated:

Karen has been integral to the growth in Opinions traffic over the past year; in particular, her work on social media has been tremendous. For example, she nearly doubled the likes for the Post Opinions Facebook account, and we have seen that reflected in traffic: in the eight months since she began, we have gotten more than 12% section traffic from Facebook; in the eight months before that, less than 4% came from Facebook.

(Un. Ex. 13A).

The Grievant's 2018 Annual Performance Appraisal stated, in part:

Karen has an excellent editorial instinct for writing and commissioning impactful, popular pieces. She has her finger on the pulse of global events and uses Twitter and other social media platforms masterfully to identify insightful commentary and potential contributors quickly and efficiently. Without her expertise, watchful eye and wide range of interests – cultural, political, social – GO [Global Opinions] wouldn't be the destination it has become on international affairs.

(Un. Ex. 13B). The Grievant's 2020 Annual Performance Appraisal stated, in part: "Karen has a very strong social media presence, which has helped us cultivate relationships with writers who had been out of our radar before. This has been a big plus." (Un. Ex. 13C).

The Grievant's 2021 Annual Performance Appraisal self-assessment pertaining to the goal of "Find innovative ways to connect with new audiences" was:

I have built a sizable following on Twitter (246,000) and on Instagram (22,600) which I have used in the past to not only promote pieces, but generate discussion amongst younger and more diverse audiences. Studies have shown that Black users in particular are more likely to create share political content on social media like Facebook and Instagram – so these platforms will be key for the future. I am already working on strategies with the social team to engage in these spaces more.

(Un. Ex. 13D). As to this performance goal, The Grievant's managers/evaluators wrote:

We agree with Karen's self-evaluation here. She is a forceful presence on social media, offering her followers an appealing mix of sharp, timely commentary on vital issues and relatable glimpses into her personal life (her cat Artemis is something of a social media star). She is a leader by example as our section strives to employ social media to expand the reach of our journalism and to connect with and serve new audiences that are important to the Post's future.

(Un. Ex. 13D).

C. January 13, 2025 Email from The Post Publisher and CEO Lewis to the Grievant

On January 13, 2025, Lewis, the Publisher and CEO of The Post, sent the Grievant an email, the subject of which was "Well done." (Un. Ex. 14). The email stated:

I wanted to drop you a note to thank you for sharing your exchange with Meta's Black AI character. You do a fantastic job of guiding the astonished reader (jaw agape) from "It can't be that bad" to "Yes, it really is that bad – and much worse." Your account of the exchange is so well-written and raises so many questions that, much like a great book, you have to pause repeatedly just to process it. The detail about drawing inspiration from Latina mom in Modern Family is simply bizarre (how could they lack diverse references when they have 70,000 employees and

operate one of the world's most global companies?). Of course, all this segues into a dreadful creepiness – blaming its creator – before attempting to charm you with a switcheroo. All I can say is well done for pressing it, exposing its flaws, and getting it shut down so quickly – a powerful learning moment as we barrel towards AGI.

Well done and thank you.

(Un. Ex. 14).

D. July 29, 2025 Meeting Between O’Neal, Duenwald, and the Grievant

In Spring 2025, the Post announced a voluntary separation program (“VSP”) in which certain employees with ten or more years of service were eligible to participate. The Grievant was one of the employees eligible to participate in the VSP. The deadline for employees to decide whether or not to participate was on or about July 31, 2025.

Shortly after joining The Post in July 2025, O’Neal offered to meet with all Opinions Department employees eligible to participate in the VSP. During his testimony, O’Neal estimated that he met with dozens of employees. O’Neal testified that he “wanted to provide people with as much information as I could at the time so that they could make a decision about whether or not they would participate in the VSP.” (Tr. 32:14-17).

On or about July 29, 2025, O’Neal and Duenwald met with the Grievant. O’Neal met with Connell and prepared notes in anticipation of the meeting. The Grievant recorded the meeting (a copy of which was admitted as Union Exhibit 15) without informing O’Neal that she was doing so.

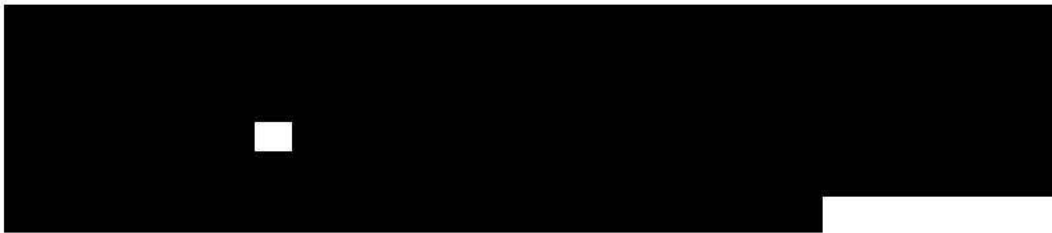
During the meeting, O’Neal told the Grievant that he had reviewed her body of work and didn’t think it was consistent with his vision for the Section moving forward. O’Neal also said that he did not believe the Grievant’s activities on social media were “consistent with the collegial atmosphere looking to build here.” (Un. Ex. 15). The Grievant sought clarity as to why O’Neal believed her social media presence to not be collegial as well as clarity as to what O’Neal’s vision of collegiality was. O’Neal responded that he was not going to relitigate past posts or debate specific examples. (Un. Ex. 15). O’Neal informed the Grievant that if she chose to stay at The Post, she would not be assigned as a columnist or writer, but in some other role. O’Neal mentioned the possibility of the Grievant being assigned as an editor. Ultimately, the Grievant decided to remain at The Post and did not participate in the VSP.

E. Draft Organizational Chart

As of September 3, 2025, the Grievant appeared on a draft organizational chart of the Opinions Department in the position of editor. O’Neal testified that the draft organizational chart was a work in progress, but that The Post planned to reassign the Grievant from Opinion Columnist to Letters Editor. The assignment from Opinion Columnist to Letters Editor would have been a lateral move in that there would be no reduction in pay or benefits. O’Neal did not share the draft organizational chart with the Grievant.

F. The Post Security Team Message Concerning the Murder of Charlie Kirk

On September 10, 2025, at approximately 3:12 PM, a Threat Assessment & Protective Intelligence Analyst on The Post’s Security Team sent Bohatch an email, which stated in part:



(Er. Ex. 4). Kirk died as a result of being shot.

G. Grievant’s Bluesky Posts on September 10 and 11, 2025

The Grievant’s Bluesky account identified her as “Columnist at Washington Post.” (Er. Ex. 3). On September 10 and/or 11, 2025, the Grievant posted, in part:

- For everyone saying political violence has no place in this country.. Remember two Democratic legislators were shot in Minnesota just this year. And America shrugged and moved on.
- Part of what keeps America so violent is the insistence that people perform care, empty goodness and absolution for white men who espouse hatred and violence.
- Refusing to tear my clothes and smear ashes on my face in performative mourning for a white man that espoused violence is ... not the same as violence.
- If anything, the rush to coddle violent white men is self-protective – that we know they are not used to feeling vulnerable and mortal – and will react violently out of fear. And we will all suffer.

(Er. Ex. 3). The Grievant also reposted several posts made by other Bluesky users. Some of the replies to the Grievant’s posts (many of which were made on X accompanied by screenshots of posts made by the Grievant on Bluesky) included: “Well, by her own definition, her facing a firing squad isn’t violence then...”; “nope but maybe those that made it and published it should get the

death penalty, then there would be standards instilled. ENOUGH PLACATING. EYES FOR EYES.”; “it’s gone beyond wanting them fired.”; “I’m done talking to the Karens ... It’s time to let the bad things happen.”; “Be so terrible if it burned to the ground.”; “These leftist journalists need to get the same treatment they’re a okay with Charlie getting”; and “Deal with them as warranted.” (Un. Ex. 16).

H. Post Security Team – September 11, 2025

On September 11, 2025 at 12:32 PM, Bohatch sent Lewis, Connell, and other members of management the following email:

[illegible]

(Er. Ex. 7 and Un. Ex. 16). The two posts referenced in the email by the Analyst were: “Refusing to tear my clothes and smear ashes on my face in performative mourning for a white man that espoused violence is ... not the same as violence” and “‘Black women do not have the brain processing power to be taken seriously. You have to go steal a white person’s slot’. – Charlie Kirk.”⁴ (Er. Ex. 7).

⁴ This post was not cited in The Post's termination letter.

Washington Post, Jeff Bezos. O’Neal explained during his testimony that because the Signal app automatically deletes messages, these messages were destroyed prior to O’Neal receiving instructions from counsel to preserve messages related to this case.

On September 11, 2025, at 7:54 AM, O’Neal sent the following text to Connell: “Karen’s social media feed yesterday and today is beyond the pale- completely unacceptable for someone associated with Opinions. We need to discuss this urgently.” (Er. Ex. 2). O’Neal’s text also included the following Bluesky post made by the Grievant: “Refusing to tear my clothes and smear ashes on my face in performative mourning for a white man that espoused violence is ... not the same as violence.” (Er. Ex. 2). Connell responded: “Understood. Let me compare this to the guidelines in our social media policy with Jen Legat as soon as we can this morning and then we can convene to discuss our options.” (Er. Ex. 2).

Around 9:30 AM, O’Neal, Connell, Lewis, and Breen met to discuss the Grievant’s posts and review social media policies. O’Neal testified that no decisions were made concerning the Grievant’s employment at the initial meeting. Two hours later, at approximately 11:30 AM, O’Neal, Connell, and Lewis reconvened. O’Neal testified: “given the nature of the offense, how blatant it was, all three of us [O’Neal, Connell, and Lewis] agreed that termination was the appropriate response and Will, the CEO, had final say.” (Tr. 64-65:16-1). When asked at hearing why O’Neal found the Grievant’s Bluesky posts to be problematic, O’Neal stated:

Right. Well there are three reasons I mentioned earlier I think came into real focus here. One was that this was undermining The Post’s journalistic integrity and our values. When there is an intense moment like this, there’s a video circulating of someone dying in a horrific, gruesome way, people should weigh in and people should have a conversation about that. But this was not attempting to have a constructive conversation or even to make, you know, important points. It was for shock value, very clearly, and its’s not a calm, measured response with that, so that damages our journalistic reputation.

And there are specific guidelines in The Post’s overall social media policy, but also the newsroom one. But for the parts of the newsroom policy that fit for opinion journalists there were also violations there. So there was that.

But more than anything, it was an issue of safety. And when the backlash began and it was very clear that people were responding to, you know, shocking comments with shock, that this continued and that it was just – it kept going and going. And this came a couple of weeks after I had made a general point that collegiality is important on social media. And, you know, I don’t think it’s a big leap to say that this is not collegial behavior when you’re making these shocking and irresponsible posts continually and continually at such a heightened moment. And that led to

security concerns. And, you know, like people were at this intense moment of violence in America, and we didn't know what was coming next. And we're walking into a building that says Washington Post on top of it, and here there's a columnist at Washington Post on this account that's making these horrific comments and that was of deep security concern beyond the professional – beyond the publication standards and our policies. That was all really top of mind at that meeting.

(Tr. 61-63:11-9). O'Neal also testified, in part: "Because of her [Grievant's] association with The Post, we were worried and I'm – we were worried that there would be some kind of retaliation or an outbreak of violence after the Charlie Kirk assassination." (Tr. 67-68:21-4).

J. Termination Email and Letter

On September 11, 2025 at 6:39 PM, Connell emailed the Grievant the following message: "I called your cell number a few moments ago, but there was no answer. Please see the attached termination letter for details, and please remove any references to your affiliation with The Washington Post from all public-facing profiles immediately." (Er. Ex. 13). The attached letter stated:

I am writing to inform you that The Post is terminating your employment effective immediately for gross misconduct. Your public comments on social media regarding the death of Charlie Kirk violate The Post's social media policies, harm the integrity of our organization, and potentially endanger the physical safety of our staff.

Among other requirements, the Company-wide social media policy mandates that all employee social media postings be respectful and prohibits postings that disparage people based on their race, gender or other protected characteristics. The policy also reminds employees that everything they post is a reflection on the Company and should not affect the integrity of The Post's journalism. Your postings on Bluesky (which clearly identifies you as a Post Columnist) about white men in response to the killing of Charlie Kirk do not comply with our policy. For example, you posted: "Refusing to tear my clothes and smear ashes on my face in performative mourning for a white man that espoused violence is ... not the same as violence" and "Part of what keeps America so violent is the insistence that people perform care, empty goodness and absolution for white men who espouse hatred and violence."

In addition, just last year, Opinions leadership asked everyone in the Opinions Department to review the newsroom social media guidelines, attached those guidelines to an email to the Department for review, and reiterated in that email the "bedrock principle that our use of social media must never harm the journalistic integrity or reputation of The Post".

The poor judgment exhibited by your public comments regarding Charlie Kirk arise against the backdrop of documented performance concerns⁵, which have been raised with you. Given these concerns, and in light of your recent unacceptable Bluesky posts, we cannot tolerate the risk your performance poses to The Post.

Please remove any reference to your affiliation with The Washington Post on any public-facing profiles immediately.

You will receive a separate letter from The Post's Benefits Department concerning your eligibility for any other Post benefits upon termination.

In the event that you have left any personal items on the premises, we will make arrangements to return them to you and for you to return any Post equipment you have in your possession.

(Jt. Ex. 2). When asked at hearing why Connell sent the letter without first speaking to the Grievant, Connell testified:

...there was an urgency in this case that we needed to act and that was driven by several things. One was there was significant reputational harm done to The Post by her posts that day. So it was important that we make a clear distinction that she's no longer affiliated with The Post. Two, and as we've discussed, there was also material security risks that were heightened by her posts that day. And so for those reasons, we felt like we needed to act with urgency.

(Tyr. 180:9-19).

K. Post Security Team – September 12, 2025

On September 12, 2025, at 2:56 PM, Bohatch sent the following email entitled "Threat Communications – Follow Up" to Lewis, Connell, and other members of management:

[REDACTED]

⁵ At hearing, The Post clarified that the Grievant was terminated on the basis of her social media posts and not as a result of "documented performance concerns."

• [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

L. Social Media Activity by The Post's Employee and Non-Employee Contract Columnist Related to the Murder of Charlie Kirk & Earlier Examples of Social Media Activity by Post Journalists

1. Marc Thiessen

Marc Thiessen ("Thiessen") is identified on The Post's website as: "Columnist focusing on foreign and domestic policy." (Un. Ex. 1). The Post's website also includes: "Marc Thiessen writes a column for The Post on foreign and domestic policy. He is a fellow at the American Enterprise Institute, and the former chief speechwriter for President George W. Bush. He is a Fox News contributor." (Un. Ex. 1). Thiessen's social media profile includes the following affiliations: "AEI, Fox, WaPo, "What The Hell Is Going On?" pod. RonCon/DonCon. Catholic. LG Rangers! Jack don't touch the red button on the Resolute Desk!" (Un. Ex. 2). Thiessen is a contract columnist at The Post and is not a member of the bargaining unit.

Thiessen was active on social media, commenting on other users posts and/or re-posting the comments of other users (also referred to as re-tweeting and quote tweeting) relating to the murder of Charlie Kirk. On September 10, 2025, Thiessen re-posted another user's comment: "Let's make this sick libtard famous!! She is on the staff at Ole Miss & Owns a restaurant called Tarasque in Oxford, MS!! You know what to do!!" (Un. Ex. 4). "Libtard" combines the words "liberal" and "retard."⁶ On September 13, 2025, Thiessen quote tweeted "You're not a Christian

⁶ "Retard" is an offensive slur referring to a person with an intellectual disability.

minister buddy” above a post from a user stating: “Chrisitan minister here, Charlie Kirk is not a martyr for Christ” “He preached antisemitism, Islamophobia, racism, misogyny and homophobia.” (Un. Ex. 5). On September 17, 2025, Thiessen quote tweeted “Got a point” above a post from another user stating: “Fck all the media and the liberal democrats.” This post also included a picture of a framed needlepoint, “Fascism is when you actually shoot your political enemies, you stupid fucks.” (Un. Ex. 3). Thiessen quote tweeted several other posts from users criticizing Kirk’s views, including writing the following statements: “Fire him”; “Let’s identify this ghoul and make him unemployable”; “Fire them all”; “What’s her name and where does she work?”; “Expel them”; and “Dishonorable discharge is in order.” (Co. Ex. 9).

O’Neal testified that Thiessen was still engaged by The Post as a contract columnist as of the date of the hearing. O’Neal explained that he distinguished the posts of Thiessen from those of the Grievant because Thiessen was a contractor, Thiessen’s posts were not creating “the same level of urgency from a security standpoint,” and because O’Neal believed the nature of the posts were different. (Tr. 70:4-5). O’Neal explained:

So I think Marc’s posts were in a different context, the ones he was making. And I thought that some of them were inappropriate, and I spoke to him and I told him not to, to post like that and to be more careful online. But it did not rise to the same level as Karen’s. The posts were materially different.

(Tr. 69-70:16-22).

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On or about June 1, 2022, Dave Weigel (“Weigel”), a Post National Reporter covering politics retweeted: “Every girl is bi. You just have to figure out if it’s polar or sexual.” (Un. Ex. 9). Weigel had previously received a written warning and five-day suspension for violating Post standards, as well as an admonishment for a post viewed by many as homophobic. [REDACTED]

On or about January 26, 2020, less than two hours after a helicopter crash resulted in the death of Kobe Bryant and others, Post Journalist Felicia Sonmez (“Sonmez”) posted a link to an article recounting rape allegations previously made against Bryant. Sonmez then posted in response to users who commented or emailed her with criticisms and threats. The Post suspended

Sonmez with pay and provided Sonmez with security. Ultimately, The Post returned Sonmez to work with no discipline. (Un. Ex. 11 and Un. Ex. 12).

M. The Grievance

On or about September 15, 2025, the Guild invoked Step One of the grievance process, asserting, in part: “The termination is without just and sufficient cause and is a violation of Article X of the contract.” (Jt. Ex. 3). In that same communication, the Guild also made an information request. The Guild further requested a date to meet to discuss the grievance pursuant the CBA.

The Post and the Guild met to discuss the grievance on or about October 14, 2025. On or about October 27, 2025, Jay Kennedy (“Kennedy”), Vice President/General Counsel & Labor, denied the grievance, writing, in part:

First, neither the Guild nor Ms. Attiah disputed the applicability of these social media policies nor that Ms. Attiah had appropriate notice of these policies – the Company-wide social media policy was negotiated with the Guild and is prominently posted on GuidePost and Opinions leadership recently distributed the newsroom social media guidelines to the entire department, and reiterated the “bedrock principle that our use of social media must never harm the journalistic integrity or reputation of The Post”.

Second, while the Guild and Ms. Attiah argued The Post failed to understand the meaning behind the two specific posts cited in the termination letter, that does not undermine the Post’s termination decision, which relied on all of Ms. Attiah’s September 10th and 11th posts. Nor does their assertion that the references in these two posts to “a white man” and “white men” somehow complies with the Company-wide social media policy which mandates that all employee social media postings be respectful and prohibits postings that disparage people based on their race, gender or other protected characteristics.

Third, the Guild’s argument that The Post failed to conduct an appropriate investigation prior to making the termination decision is similarly unconvincing where the content of these postings was publicly available and their impact clear on their face.

Finally, the Guild and Ms. Attiah claimed The Post applied these policies inconsistently, and that The Post’s termination of Ms. Attiah’s employment discriminated against her on the basis of her political affiliation. These arguments are similarly unavailing. The Guild and Ms. Attiah focused on a number of posts by a non-employee contributing columnist as evidence that these policies were selectively applied to Ms. Attiah. We do not believe the purported posts raised by the Guild and Ms. Attiah are comparable to the totality of her social media activity on September 10 and 11.

The Guild and Ms. Attiah also claimed that where that same non-employee contributing columnist posted that The Post’s Opinion section was “conservative,” this post somehow established that The Post improperly terminated Ms. Attiah on the basis of her political affiliation. This argument lacks merit. The Post has clearly stated its new Opinion mission is to write in support of free markets and personal liberties, and not in support of any political party. Indeed, the Post’s recent editorials and published opinion pieces make that clear. That a single non-employee contributing columnist offered his opinion that the section was now “conservative” in no way supports a conclusion that The Post’s documented reasons for terminating Ms. Attiah’s employment were false, and that the real reason was Ms. Attiah’s political affiliation.

(Jt. Ex. 4). On or about November 3, 2025, the Guild invoked arbitration, resulting in the instant proceedings.

POSITION OF THE COMPANY

The Company contends that “the unique facts of this case support a finding of just cause and support The Post’s decision to terminate Ms. Attiah’s employment for gross misconduct.” (Company Brief at 18). In support of its position, the Company contends that, “as an initial matter, Ms. Attiah’s behavior online on September 10 and 11, 2025, and the negative attention and security threats it caused, are undisputed.” (Company Brief at 18). The Company also contends that it is undisputed that the assassination of Charlie Kirk “created a moment of intense controversy across the country.” (Company Brief at 18). The Company avers:

Regardless of Ms. Attiah’s stated post [hoc] justification or intent behind her posts, it is undisputed that Post leadership genuinely interpreted Ms. Attiah’s posts as targeting a group based on their race and gender, given her specific references to white men, in violation of Company policies and believed her behavior created a substantial safety risk and constituted poor judgment.

(Company Brief at 19). The Post asserts the Grievant’s termination was not pretextual and that “testimony from Post management confirms that Ms. Attiah’s social media activity on September 10 and 11, 2025 was the sole reason she was terminated.” (Company Brief at 25).

The Company argues that that the Grievant “is an experienced and sophisticated social media user, and her testimony confirms she understood the risks she assumed and created for others at The Post by making these posts.” (Company Brief at 20). [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The Company asserts that the Grievant “knew or should have known her online posts were inflaming a controversial subject and creating risk to herself and The Post.” (Company Brief at 20).

The Company next argues that its policies are reasonable and that the Grievant was on notice of the policies. The Company points out that the Newsroom Guidelines were bargained with the Guild, that all bargaining unit members had access to the Newsroom Guidelines via The Post’s intranet, and that the former Post Opinion Editor emailed the Newsroom Guidelines to Opinion employees, including the Grievant, in June 2024. The Company asserts that the aforementioned email “emphasized the bedrock principle that our use of social media must never harm the journalistic integrity or reputation of The Post.” (Company Brief at 20). The Company further asserts that the Grievant “was previously placed on notice that Mr. O’Neal believed her prior online behavior fell short of the Post’s standards of collegiality.” (Company Brief at 20).

The Company contends the Grievant’s posts “demonstrated poor judgment, endangered herself and her colleagues, and reflected poorly on The Post – all things the social media policies were in place to prohibit and specifically prohibit on their face.” (Company Brief at 21). The Company argues, in part:

Ms. Attiah’s posts targeted a specific group based on race and gender and created great security and reputational risks to the organization as a whole and to her colleagues – the posts plainly violated the social media policies. Regardless of Ms. Attiah’s attempt to explain the text of her posts, they squarely called out white men based on their race and gender. Had a Post employee posted the same things, referring to “black women” instead of “white men,” the policy violation would be indisputable. The fact that the race and gender at issue refer to white men cannot overshadow the base fact that she was inserting race and gender into a dialogue charged with violence and vitriol.

(Company Brief at 22). The Company asserts that “not asking Ms. Attiah to remove her posts or interview her regarding her social media activity is a red herring” because “even if Ms. Attiah had provided a nuanced explanation for her posts at the time, or had she taken the posts down, the impact would have remained the same” and “the posts had already harmed the reputation and integrity of The Post, and had already created safety risks.” (Company Brief at 22-23). The Company avers:

involved gender and sexual identity, his misconduct was limited to one re-post that was almost immediately removed by him voluntarily.” (Company Brief at 27). The Company also notes that Weigel apologized and there were no safety concerns associated with the post. Regarding Somnez, the Company asserts that Kobe Bryant’s death, while tragic, was not the result of assassination, the post consisted of a link to an article, and the post did not violate The Post’s social media policy. Thus, the Company avers there are no appropriate comparators. The Company concludes it “had just cause to terminate the Grievant’s employment and the grievance should be denied in its entirety.” (Company Brief at 30).

POSITION OF THE UNION

The Union asserts that, per the CBA, The Post may only impose termination and bypass progressive discipline if a bargaining unit member engages in gross misconduct or willful neglect of duty. (Union Brief at 16). The Union avers The Post has not demonstrated the Grievant engaged in any misconduct, let alone gross misconduct. The Union argues the Grievant had no disciplinary record and no material performance issues.

The Union next asserts that the Grievant “did not violate the social media policies nor harm the integrity of the organization.” (Union Brief at 18). Rather, the Union argues, “the content of her Bluesky posts on September 10, 2025, fell well within the scope of the Grievant’s role and the applicable social media policies.” (Union Brief at 18). The Union asserts that the Grievant was a columnist whose job it was to express opinions, and that “it is clear that columnists were allowed, indeed encouraged, to discuss their opinions on various issues on social media even if the opinions were controversial.” (Union Brief at 18). The Union contends that the Grievant’s posts were “in line with her prior columns” and that the Grievant “was commenting on society’s response to violence, not commenting on the attacks themselves.” (Union Brief at 18).

The Union avers that “the racial dynamics of political violence and the way the public discusses violence based on the race of the perpetrator are subjects of active, mainstream discussions.” (Union Brief at 19). The Union cites stories published by other media outlets as well as the Washington Post in support of this assertion. The Union asserts:

Ms. Attiah herself routinely wrote about the way in which race influences the discourse around politics and violence. Indeed, the Post published her column in 2024 under a headline chosen by her editors: “Harris and Black women are face of

Biden administration's ugly Gaza policy." The piece was highly critical of "Black women," stating, among other things, "Black women are both enforcing U.S. complicity in this atrocity and attempting to soften its appearance."

(Union Brief at 20).

The Union contends that the termination letter alleged the Grievant's posts "violated the social media policy because they 'disparage people based on their race, gender or other protected characteristics.'" The Union disputes this allegation, asserting "nothing in these posts assumes that white people, men, or white men are distinctively violent or hateful." The Union argues the posts ("a white man that espoused violence" and "white men who espouse hatred and violence") "refer to specific individuals who have engaged in certain behavior that is not implied or assumed to be innate to their race or gender" and that "simply referring to the race and gender of the violent individuals in question does not disparage them based on protected characteristics, and it is indeed necessary to participate in the critical public discourse on race, media, and political violence." (Union Brief at 21).

Concerning the termination letter's assertion that the Grievant had "potentially endanger[ed] the physical safety of [Post] staff," the Union contends that the Grievant's posts did not contain any "threatening language" and were not "calls to action." The Union argues that the posts "simply expressed her opinion on the discourse and were intended to spur further conversation." (Union Brief at 22). The Union asserts "every threat described in the threat report was expressed on X (formerly known as Twitter), and were replies to different users who had published screenshots of Ms. Attiah's Bluesky posts." (Union Brief at 22). The Union argues "most of the threats were leveled against Ms. Attiah individually, not against other Post staff" and that the Grievant had no control over the individuals making the threats. (Union Brief at 22).

The Union highlights that while the Post's newsroom social media policy does contain a section on security, the purpose of the section is to highlight "how the Post will protect its employees" and "the policy contains no language suggesting that it may be used to discipline employees because they are the subject of threats, nor was it ever intended to serve that purpose." (Union Brief at 22-23). The Union avers "the Post's actions and inaction were utterly inconsistent with an actual concern about security" in that The Post did not direct the Grievant to take down posts, stop posting, or warn the Grievant, "the primary target of the hateful rhetoric." (Union Brief at 23). The Union argues that "even if Ms. Attiah's Bluesky posts somehow constituted misconduct, they could not be considered gross misconduct as the Grievant did not act "with

deliberate indifference to the Post's interests [or] recklessly" and that the posts "were thoughtfully tailored comments intended to further public discourse, as she regularly did as part of her job." (Union Brief at 23).

The Union further argues that "the lack of an investigation into the alleged misconduct violates the due process necessary for just cause"; the Grievant "was subject to disparate treatment compared to other people affiliated with the Washington Post"; and that "the penalty of termination is grossly disproportional." (Union brief at 24, 26, and 28). In support of its assertion that the Grievant was treated differently than her Post colleagues, the Union cites several examples:

- [REDACTED]
- Felicia Sonmez, who tweeted a link to a news article "about Kobe Bryant's rape allegations in the immediate wake of his death in 2020, which generated significant online backlash" and who, after being suspended with pay, received no discipline.
- Post columnist David Weigel who "posted an offensive and sexist tweet in violation of the social media policy" [REDACTED].
- Marc Thiessen, a Washington Post contract columnist, who "has repeatedly posted and reposted sexually disparaging, offensive content on social media", including "calls for doxxing and violence," and against whom the Post "has taken no action."

(Union Brief at 27-28).

Lastly, the Union contends the Grievant's posts "provided the Post with a pretextual excuse for discharging her as it had wanted to do since it changed its editorial line and brought in new Opinion section editors during the summer of 2024." (Union Brief at 32). The Union also argues, in part:

There were clearly external pressures to fire Ms. Attiah after the Kirk murder. At that time, there were widespread calls to fire people who expressed opinions at all critical of Charlie Kirk, including by prominent elected officials such as Vice President JD Vance. It is highly likely that Post management was pressured by elected officials or their agents or supporters to fire Ms. Attiah or that they feared such pressure. Despite this public pressure campaign and the likelihood that it extended to the Post after Attiah's posts, the Employer's witnesses testified that they could not recall conversations they had with people from outside the Post about Ms. Attiah's Bluesky posts. In particular, Mr. O'Neal's selective memory regarding outside pressure further supports a conclusion that the proffered reason for firing Ms. Attiah was pretextual. Mr. O'Neal testified that he was alerted to Ms. Attiah's posts on the morning of September 11, 2025, by "several messages from different people" on the messaging app Signal, but he could not remember who sent the messages. While he had detailed recollection of other events in the preceding months, he testified that he could not recall whether these messages came

from people outside the Post, nor could he deny that an elected official contacted him about Ms. Attiah that day.

(Union Brief at 33-34). The Guild requests that the grievance be sustained and that the Grievant be made whole, including reinstatement and full backpay and lost benefits.

ANALYSIS AND DECISION

A. Good & Sufficient Cause For Discharge Is Required Per Article X of the CBA

The issue in this matter is: “Did The Washington Post have good and sufficient cause to terminate the employment of the Grievant, Karen Attiah? If not, what will the remedy be?” (Tr. 7-8:21-2). Article X, 3 (a) and (c), of the CBA includes the parties’ agreement that “no employee shall be discharged except for good and sufficient cause.” (Jt. Ex. 1). The provision further dictates: “Nothing in this Agreement shall be deemed to limit the publisher’s right to discipline, suspend or discharge for just cause, or to discharge an employee without progressive discipline for gross misconduct or willful neglect of duty.” (Jt. Ex. 1). It is The Post’s burden of proof to establish good and sufficient cause for the termination of the Grievant’s employment.

In the instant case, it is undisputed that the Grievant, an 11-year employee of The Post, had never been disciplined prior to the discharge at issue in this matter. Because the Grievant had not received any progressive discipline, The Post must establish, per the terms of the CBA negotiated by the parties, that the Grievant engaged in gross misconduct in order for the termination of Grievant’s employment to be contractually permitted. In essence, the parties have agreed that gross misconduct is misconduct which is so serious and severe that it warrants discharge without the Employer ever having attempted to correct an employee’s behavior through the use of progressive discipline. In order to determine whether the Grievant engaged in gross misconduct, the Arbitrator must examine the totality of the circumstances in light of the reasons for discharge provided by the Employer.

B. The Grievant Is Not Culpable For The Threats Made Against Her & The Threats Are Not Proof of Misconduct

Both O’Neal and Connell testified that the decision to terminate the Grievant was heavily influenced by the security risk O’Neal, Connell, and Lewis believed the continued employment of the Grievant would impose upon The Washington Post. O’Neal testified, in part:

But more than anything, it was an issue of safety. And when the backlash began and it was very clear that people were responding to, you know, shocking comments with shock, that this continued and that it was just – it kept going and going. And this came a couple of weeks after I had made a general point that collegiality is important on social media. And, you know, I don't think it's a big leap to say that this is not collegial behavior when you're making these shocking and irresponsible posts continually and continually at such a heightened moment. And that led to security concerns. And, you know, like people were at this intense moment of violence in America, and we didn't know what was coming next. And we're walking into a building that says Washington Post on top of it, and here there's a columnist at Washington Post on this account that's making these horrific comments and that was of deep security concern beyond the professional – beyond the publication standards and our policies. That was all really top of mind at that meeting.

(Tr. 61-63:11-9).

Connell testified, in part: “there were also material security risks that were heightened by her posts that day. And so for those reasons, we felt that we needed to act with urgency.” (Tr. 180:16-19). When asked specifically about the termination letter's allegation that the Grievant had potentially endangered the physical safety of The Post's staff, Connell testified:

Well, you know, I think it's hard to overstate how emotionally charged was this moment following the murder of Charlie Kirk. It happened on camera. It was violent. And we were seeing a very strong reaction not only across social media, but just across the country. And so, as we've seen in some comments, people seem to be almost casually suggesting additional murder was in order based on how people were responding to this. In some cases, that was directed at Karen. In other cases, it was directed at journalists at large, The Washington Post as an institution, or just those who belong to a different political affiliation than the person writing.

So this is very significant. We have to take those kinds of concerns seriously. We don't know in the moment, which ones, if any, will be acted upon. So it – that was a very serious concern for us, and it was happening in the backdrop of a very emotional, public, violent event.

(Tr. 183-184:13-11).

The Post argues, in part, that it could not take lesser disciplinary action against the Grievant because the Grievant's “association with the Post was the security issue” and the Post “felt the need to act quickly in separating itself from Ms. Attiah in order to protect itself and its employees.” (Company Brief at 23). That is, in the Arbitrator's view, the Post's witnesses' testimony seems to attempt to hold the Grievant accountable for the actions of bad actors who were posting threats against her and The Post on social media. The testimony implies that The Post's leadership

believed summarily discharging the Grievant would placate the bad actors so that they would not commit violence against other Post employees. The Arbitrator finds it strange for The Post to argue it had just cause to terminate the Grievant, in part, because, if it didn't immediately do so, criminals may commit violence against other employees. The Arbitrator wonders about the Post's logic in that it fails to recognize it is the people making the threats who are responsible for their own behavior, not the Grievant. To imply that the Grievant's posts were justifiable provocation for threatened criminal acts or that the Grievant's employment may be terminated for just cause because bad actors threatened The Post is unsupportable.

This is especially true as The Post's actions were directly contrary to a provision of The Post's Newsroom Social Media Policy, which states, in part:

It is a top priority for The Post to protect its journalists. The company recognizes that harassment on social media continues to become more sophisticated and frequent. We will work to protect our journalists from these campaigns publicly and privately. These sorts of attacks do not give Post journalists license to violate this policy in retaliation.

(underline added) (Jt. Ex. 6). Nothing in either the Newsroom Social Media Policy or the Company Social Media Policy can reasonably be construed to state or imply that a Post employee will be subject to discipline if they or their colleagues are threatened online in response to social media activity.

Certainly The Post's past course of conduct in dealing with threats made against the Grievant did not put the Grievant on notice that the Grievant may be disciplined because she was the target of threats made in response to social media activity. Rather, the record reflects that prior to the events of September 10-11, 2025, The Post Security Team sent the Grievant 57 security reports over eight years, enrolled the Grievant in online security monitoring, and provided the Grievant with access to an online privacy tool. The Post's implication that the Grievant was responsible for potentially endangering her colleagues because the Grievant was responsible for threats of violence made by bad actors against the Grievant and The Post is wholly rejected as justification for the termination of the Grievant's employment.

C. The Record Does Not Establish That the Grievant Disparaged White Men

According to the arguments made by The Post and the September 11, 2025, termination letter sent to the Grievant, The Post alleges the Grievant engaged in gross misconduct when the Grievant violated its social media policies, including the Company-wide social media policy and

the Newsroom Social Media Policy, when posting on social media about the death of Charlie Kirk, as well as potentially endangering other Post employees as a result of the Grievant's posts. As to the alleged violation of the Company-wide social media policy, The Post included the following information in the September 11, 2025, termination letter:

Among other requirements, the Company-wide social media policy mandates that all employee social media postings be respectful and prohibits postings that disparage people based on their race, gender or other protected characteristics. The policy also reminds employees that everything they post is a reflection on the Company and should not affect the integrity of The Post's journalism. **Your postings on Bluesky (which clearly identifies you as a Post Columnist) about white men in response to the killing of Charlie Kirk do not comply with our policy.** For example, you posted: "Refusing to tear my clothes and smear ashes on my face in performative mourning for a white man that espoused violence is ... not the same as violence" and "Part of what keeps America so violent is the insistence that people perform care, empty goodness and absolution for white men who espouse hatred and violence."

(emphasis added) (Jt. Ex. 2). The termination letter specifically identified the Grievant's "postings on Bluesky ... about white men in response to the killing of Charlie Kirk" as conduct violating the Company-wide Social Media Policy and quoted two examples of comments which referenced White men. In addition to the two examples cited, the Grievant made one additional post referencing "violent white men": "If anything, the rush to coddle violent white men is self-protective – that we know they are not used to feeling vulnerable and mortal – and will react violently out of fear. And we will all suffer." (Er. Ex. 3). These posts were made in the hours following the murder of Charlie Kirk on September 10, 2025. The threads in which these particular posts appeared also included references to the Minnesota Democratic legislators who were murdered in Minnesota in June 2025.⁸

At hearing, the Grievant testified as follows concerning her posts:

The Bluesky posts in question, as I said before, I was commenting on our discourse course on political violence. And in particular, as I said before, I was monitoring two shootings that happened that day and taking that into account about what that said about where America was as a nation when it came to gun violence. But also, I was commenting on the Democratic lawmakers that were shot in Minnesota as well. So I had posts on that.

⁸ The following is another post made by the Grievant on September 10, 2025: "For everyone saying political violence has no place in this country.. Remember two Democratic legislators were shot in Minnesota just this year. And America shrugged and moved on." (Er. Ex. 3).

And specifically, my commentary in general was about how America responds to acts of political violence, and quite often that response is different depending on the identity of the perpetrators of that violence. And so very specifically, actually intentionally trying to avoid comment on anything that was, like, factually that was happening with Charlie Kirk's shooting because we didn't know anything about – we didn't have a whole lot of details at that time. I was commenting on white – not just white male shooters, but America's response to white male – white men who espouse hatred and violence. And that was in the context and it's literally in the thread, the thread that the – that this post in question was in, was talking about Minnesota, not about Utah, and not about Charlie Kirk.

(Tr. 306-307:17-22).

The Company-wide Media Policy which The Post alleges the Grievant violated states, in part:

Be respectful: Social media posts that disparage people or groups on the basis of their race, skin color, national origin, religion, gender, sexual orientation, age, disability or other protected characteristics, or that are ... threatening, malicious, abusive harassing, maliciously false, vulgar obscene or sexually explicit, are not appropriate and violate company policies.

(Jt. Ex. 7).

A reasonable interpretation of this provision is that posts cannot disparage groups or individuals on the basis of protected characteristics, including race and gender. The Post's assertion is that the Grievant's posts disparage White men. That interpretation is unsupported by the actual words, as well as the context, of the Grievant's posts. The Grievant was referring to a subset of White men, specifically "white men who espouse hatred and violence" and a "white man who espoused violence." Simply based on the plain language of the text, it is not reasonable to conclude that the Grievant's posts were referring to or disparaging all White men or disparaging a particular white man on the basis of race or gender. Recognizing an individual's or individuals' race or gender does not, in and of itself, constitute misconduct.

The Company's argument that "Post leadership genuinely interpreted Ms. Attiah's posts as targeting a group based on their race and gender, given her specific references to White men" is unpersuasive because such an interpretation is unsupported by the actual words of the posts. The Post itself publishes articles and columns specifying the race and gender of individuals.⁹ In fact,

⁹ The Union provided the following examples of articles discussing race and language, including: "'Lone Wolf': Our stunning double standard when it comes to race and religion" by Khaled Beydoun (October 2, 2017) (Un. Ex. 17); "When the shooter is white: The racial motivations behind the 'lone wolf' label"

the Grievant wrote a column to which The Post attached the headline “Harris and Black women are face of Biden administration’s ugly Gaza policy.” (Un. Ex. 21).

The Post’s argument that if “a Post employee posted the same things referring to ‘black women’ instead of ‘white men,’ the policy violation would be indisputable” is likewise unpersuasive. If, in a different set of circumstances involving a Black woman rather than a White man, the Grievant had said “Black women who espouse hatred and violence” and/or “a Black woman who espoused violence,” this alone would not constitute disparagement against a group or individual on the basis of race and gender as the post would be referring to a specific individual or subset of individuals, not disparaging all Black women or a particular Black woman on the basis of race and gender. It is indisputable that race and gender dynamics are often the subject of commentary and reported on in various contexts. Recognizing the race and gender of individuals does not, in and of itself, constitute disparagement on the basis of race or gender.

The Arbitrator credits the Grievant’s explanation of the posts:

I didn’t say, and this comes to grammar, I didn’t say all white men espouse hatred and violence. I didn’t say some white men. I said “white men who choose to engage in espousing hatred and violence.” I do not believe, nor did I say, that white men are hateful and violent, but I said those – I limited my sort of description, this is descriptive, of a subset of people, white men, who choose to engage in hatred or behavior. I don’t personally believe that hatred and violence is inherent to being a white man. I don’t – it’s up to the Post if they believe that white men who espouse hatred and violence are a protected specific group, but my post was, in order to be as accurate and descriptive, not disparaging, it may be uncomfortable to see that laid out, sure. But again, this was about white men who choose to engage in such behavior.

(Tr. 309-310:21-16). The Arbitrator observes that if The Post had conducted an investigatory interview with the Grievant prior to terminating the Grievant’s employment, Post leadership likely would have benefitted from hearing directly from the Grievant and this could have assisted in their understanding of the Grievant’s words, which, again, the Arbitrator does not find difficult to discern. In sum, the Grievant did not disparage any individual or group on the basis of race or gender.

by Jonathan M. Metzl (October 6, 2017) (Un. Ex. 18); The Oregon standoff and America’s double standards on race and religion by Eugene Robinson (January 4, 2016) (Un. Ex. 19); “Trump’s double standard for white supremacists and Muslims” by Wajahat Ali (August 16, 2017) (Un. Ex. 20).

D. The Record Does Not Support a Finding of Gross Misconduct

The September 11, 2025 termination letter also alleged the Grievant violated the Newsroom Social Media Policy:

In addition, just last year, Opinions leadership asked everyone in the Opinions Department to review the newsroom social media guidelines, attached those guidelines to an email to the Department for review, and reiterated in that email the “bedrock principle that our use of social media must never harm the journalistic integrity or reputation of The Post”.

(Jt. Ex. 2).

First, it is important to acknowledge that the Grievant was employed in the Opinions Section as an Opinion Columnist. The Newsroom Social Media Policy specifically exempts practitioners of opinion journalism from the following provision:

Post journalists should ensure that their activity on social media platforms would not make reasonable people question their editorial independence, nor make reasonable people question The Post’s ability to cover issues fairly. Our newsroom’s diversity strengthens our journalism, and Post journalists can bring their backgrounds, identity and experience to their social accounts. It is not appropriate to use your social media account to advocate for causes, issues, governmental policies or political or judicial outcomes. Also, avoid curating your feeds in ways that suggest you have a partisan point of view on an issue The Post covers. This particular guidance does not apply to columnists, critics and other practitioners of opinion journalism posting as part of their work.

(Jt. Ex. 6). The Grievant was not, however, exempt from all of the Newsroom Social Media Policy, including: “A Post journalist’s use of social media must not harm the editorial integrity or journalistic reputation of The Post” and “Post journalists should be civil on social media and treat people with respect. The values that define a Washington Post journalist – professionalism, empathy, collegiality and a focus on the facts – should be demonstrated on our social media accounts...” (Jt. Ex. 6). The Grievant knew or should have known that her posts, “Refusing to tear my clothes and smear ashes on my face in performative mourning for a white man that espoused violence is ... not the same as violence” and “Part of what keeps America so violent is the insistence that people perform care, empty goodness and absolution for white men who espouse hatred and violence,” made in the immediate hours after the gruesome public murder of Charlie Kirk, could reasonably be received as lacking empathy and collegiality towards the large number

of people horrified by Mr. Kirk's murder and that, therefore, the posts could potentially harm the journalistic reputation of The Post. (Jt. Ex. 2). Given the fraught atmosphere in which they were made, the Grievant's posts were ill-timed. This does not mean, however, that the Grievant engaged in gross misconduct.

It is instructive to consider the posts of [REDACTED] and Thiessen related to the murder of Charlie Kirk and The Post's responses. Both made posts related to the murder of Charlie Kirk in the hours and days immediately following. [REDACTED] is a member of the bargaining unit. Thiessen, though a contractor, is publicly identified as a "Columnist focusing on foreign and domestic policy" on The Post's website and Thiessen's affiliation with The Post is included on his social media profile. (Un. Ex. 1 and Un. Ex. 2). Because of the similarities in time, subject matter, and roles, the Arbitrator finds [REDACTED] and Thiessen relevant and appropriate comparators when considering The Post's treatment of the Grievant.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Concerning contract Opinion Columnist Thiessen's social media activity related to the murder of Charlie Kirk, O'Neal testified that he had a conversation with Thiessen and cautioned Thiessen to be more careful online. O'Neal testified that he believed Thiessen's posts were materially different from the Grievant's. In addition to retweeting or quote tweeting comments from other social media users encouraging the doxxing and/or firing of individuals expressing negative opinions about Mr. Kirk or celebrating Mr. Kirk's murder, Thiessen wrote: "Got a point" above a post from another user stating: "Fck all the media and the liberal democrats." (Un. Ex. 3). It is difficult to understand how these posts could be considered collegial or professional, yet The Post took no action against Thiessen, other than O'Neal's conversation directing Thiessen to be more careful online.

The Post attempts to distinguish the disparity of its treatment of [REDACTED] and Thiessen from its treatment of the Grievant by, in part, alleging that the backlash against the Grievant's posts and the security risk posed by the Grievant's posts were much greater than the reaction to or risks posed by the posts of [REDACTED] or Thiessen. As previously discussed, the Arbitrator rejects The Post's contention that the Grievant's degree of misconduct may be judged based on the number of threats received from bad actors. The Grievant is not culpable for the death threats she received.

The Post also argues that the Grievant "was previously placed on notice that Mr. O'Neal believed her prior online behavior fell short of the Post's standards of collegiality." (Company Brief at 20). It is true that during a conversation about the VSP on July 29, 2025, O'Neal told the Grievant that he found her overall body of work and social media activity "not consistent with the collegial atmosphere looking to build here." (Un. Ex. 15). The Grievant asked O'Neal what it was about her social media activity that he found less than collegial. O'Neal declined to answer or provide any examples to explain his perspective concerning the Grievant's body of work, social media activity, or O'Neal's vision of collegiality. When listening to the entire conversation that occurred on July 29, 2025, it is clear that O'Neal did not provide any meaningful or actionable feedback to the Grievant in regard to what he believed was collegial or not collegial about the Grievant's social media activity, despite the Grievant's requests that he do so. This lack of clarity is particularly of note because Post leadership and management had previously encouraged the Grievant's use of social media, including to discuss and critique issues related to race, gender, and sexual orientation.¹⁰

The Post's rushed decision to terminate the Grievant approximately four hours after O'Neal became aware of the Grievant's posts and texted Connell is not supported by good and sufficient cause. The re-post of [REDACTED] who was not an Opinion Columnist, resulted in a written warning. Thiessen, a contract Opinion Columnist, whose social media activities related to the murder of

¹⁰ The Grievant became an Opinion columnist in 2021. The Grievant's 2021 Annual Performance Appraisal included Post management's observation that the Grievant "is a forceful presence on social media offering her followers an appealing mix of sharp, timely commentary on vital issues" and "she is a leader by example as our section strives to employ social media to expand the reach of our journalism and to connect with and serve new audiences that are important to the Post's future." (Un. Ex. 13D). On January 13, 2025 the Grievant received an email from the CEO of The Post, Lewis, praising the Grievant for exploring and writing about Meta's Black AI character, an exploration which began with the Grievant making several social media posts on the topic.

Charlie Kirk cannot reasonably be classified as respectful, collegial, or professional, was cautioned to be more careful online by O'Neal.

The penalty of termination imposed on the Grievant was absolutely disproportional. The Grievant was an 11-year employee with no prior discipline. The Post had several other paths it could have taken, including conducting a thorough investigation that included an interview of the Grievant to gain a better understanding of the Grievant's posts, asking the Grievant to remove the posts, and/or having a conversation with the Grievant about her social media activity and the inadvisability of posting during that fraught period.

E. The Post Did Not Have Good and Sufficient Cause to Terminate the Grievant's Employment

As to the Union's assertion that the Grievant's discharge was pretextual, the Arbitrator finds the record does not support that allegation. Though it was clear from the conversation between O'Neal and the Grievant on July 29, 2025, that O'Neal did not intend to retain the Grievant as an Opinion Columnist if the Grievant chose to not participate in the VSP and remain at The Post, O'Neal also made it clear that there would be a place at The Post for the Grievant, but not as a writer. Additionally, the September 3, 2025 version of the draft organizational chart, which included the Grievant as an editor, supports the notion that The Post was planning to retain the Grievant prior to the events of September 10-11, 2025. The Union also argues that "there were clearly external pressures to fire Ms. Attiah after the Kirk murder" as "there were widespread calls to fire people who expressed opinions at all critical of Charlie Kirk, including by prominent elected officials such as Vice President JD Vance." (Union Brief at 33). While it is curious that O'Neal could remember many details of the events occurring on September 11, 2025, but could not remember the identity of even one of the several individuals who sent him messages about the Grievant's posts, the record in this matter is insufficient to conclude that the Post's stated reason for its termination of the Grievant's employment was pretextual.

The record is clear, however, for all the reasons previously discussed, that The Washington Post failed to establish the Grievant engaged in gross misconduct. As such, The Washington Post did not have good and sufficient cause to terminate the employment of the Grievant, Karen Attiah. Therefore, the termination of the Grievant's employment violated the CBA.

F. Remedy

As remedy for its violation of the CBA, The Post is ordered to reinstate the Grievant and make the Grievant whole, including full backpay and lost benefits.

CONCLUSION

The Arbitrator considered all of the evidence and arguments made by both parties. The Arbitrator, however, may not have repeated every item of documentary evidence, nor may she have repeated completely all of the arguments presented in the respective briefs.

AWARD

Having heard the evidence and the arguments of the parties, the Arbitrator awards as follows:

1. The grievance is sustained.
2. The Washington Post did not have good and sufficient cause to terminate the employment of the Grievant, Karen Attiah.

ORDER OF REMEDY

1. The Post is ordered to reinstate the Grievant.
2. The Post is ordered to make the Grievant whole, including full backpay and lost benefits.

RETENTION OF JURISDICTION

The Arbitrator retains jurisdiction over this matter for the exclusive purpose of resolving any issue(s) pertaining to the order of remedy in this matter. A request to the Arbitrator to exercise jurisdiction shall be made in writing to the Arbitrator with a copy to the other party, and the request shall state the issue(s) in dispute. It is within the discretion of the Arbitrator to determine whether the issue(s) presented by the party or parties is/are within the jurisdiction of this provision pertaining to the retention of the Arbitrator's jurisdiction.

August 20, 2026
Alexandria, VA



Sarah Miller Espinosa, J.D., Arbitrator

AFFIRMATION

I, Sarah Miller Espinosa, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is my Decision and Award.

August 20, 2026
Alexandria, VA



Sarah Miller Espinosa, J.D., Arbitrator