

Collective Bargaining Agreement

The Writers Guild of America, East, Inc., AFL-CIO (hereinafter “WGAE” or “Union”) and Thrillist Media Group, Inc. (hereinafter “Company” or “Thrillist”), agree as follows:

1. Recognition and Scope

- a. The Company recognizes the Union as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act of a unit of employees in the job titles set forth on Addendum A and others who perform substantially-similar duties.
- b. Excluded from the unit are all other employees, managers, interns, outside bloggers or other outside contributors, independent contractors, all employees whose primary duties involve the creation of branded content or native advertising (including, but not limited to, employees on the Supercall, the Brand Shop, or any other similar branded content teams), managerial employees, clerical employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

2. Union Security

- a. Except where prohibited by law, the Company agrees that it will not continue any bargaining unit employee in its employ under this collective bargaining agreement (“Agreement”) unless he/she is a member in good standing of the Union, has made application for membership in the Union or for “agency fee” status within thirty (30) days following the beginning of his/her employment, or the Effective Date of this Agreement, whichever is later.
- b. Except where prohibited by law, the failure of any employee covered hereunder to be or become a member in good standing of the Guild as required by Section 2(a) above by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company, upon written request by the Union and evidence of such failure, to issue a written notification to such person. If such person, after a period of thirty (30) days from the issuance of the written notice, continues to refuse to tender initiation fees/dues, the Company shall issue a formal warning indicating that the bargaining unit employee will be subject to discharge unless such dues and/or initiation fees are tendered within thirty (30) days after such warning is received by the bargaining unit employee. Failure to comply with the formal warning within thirty (30) days will result in discharge.

- c. Nothing in this Section 2 shall be construed to require the Company to cease employing any bargaining unit employee if the Company has reasonable ground for believing that:
 - i. membership in the Union was not available to such bargaining unit employee on the same terms and conditions generally applicable to other members; or
 - ii. such bargaining unit employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the bargaining unit employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

3. **Dues Checkoff**

The Company agrees that upon thirty (30) days' notice thereafter from the Guild, 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 Guild upon receipt from each bargaining unit employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law.

WRITERS GUILD OF AMERICA

"I, the undersigned, hereby authorize and direct Thrillist, to checkoff from my wages every week union membership dues and assessments uniformly required as well as initiation fees, if owing, as promulgated by the Union according to the procedure set forth in the constitution of the WGA and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Company, 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 Company 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: _____

4. **Diversity**

- a. The parties shall create a diversity committee within thirty (30) days of the ratification of this Agreement (the "Diversity Committee"), which shall consist of three (3) representatives appointed by the Union and three (3) representatives

appointed by the Company. At least two (2) of the three (3) Company representatives shall be from Thrillist Editorial Team management. The parties may agree to add an equal number of additional Union and Company representatives to the Diversity Committee.

- b. The Diversity Committee shall meet bi-monthly and convene its first meeting within ninety (90) days of the ratification of this Agreement.
- c. The Diversity Committee shall promulgate a mission statement setting forth its goals.
- d. The Company and Union representatives of the Diversity Committee shall jointly identify specific initiatives to be funded and agree upon reasonable funding for the Diversity Committee, requests for which shall be reviewed by the Company consistent with its procedures for Company employee resource groups.
- e. The Company shall discuss with the Diversity Committee and offer to bargaining unit employees appropriate opportunities for trainings and initiatives (e.g., unconscious bias training) that support the agreed-upon mission statement and goals of the Diversity Committee.
- f. The Company shall provide bi-monthly diversity reports on bargaining unit employees to the Diversity Committee based on the Company's Human Resources records, with available relevant demographic statistics, a list of publicly-posted Thrillist positions, a list of places where current open Thrillist positions are publicly posted, circulated, or otherwise disseminated (e.g., websites, list-servs, social media groups, etc.), and other information requested by Union representatives that is relevant to the Diversity Committee's mission statement and goals as may be available and as deemed appropriate (and not to be unreasonably withheld) by the Company. Additionally, the Company shall provide periodic updates to the Diversity Committee on the Company's diversity efforts.

5. **Workplace Transparency**

The Company shall provide the Union with an organizational chart and an accompanying document indicating a workflow chain of command, as of the date the document is provided. If the Company revises such document, it shall be promptly provided to the Union.

6. **Professional Development**

Pursuant to the Thrillist Continuing Education Program and similar programs as may be offered by the Company from time to time, bargaining unit employees may request to attend relevant classes or conferences, outside of their assigned work duties, to further their professional development. The Company shall evaluate and approve such requests

on a case-by-case basis, and if approved, the Company shall pay reasonable employee expenses for such class or conference (including travel expenses) subject to the Company's travel and expense policy.

7. **Probationary Period**

All new employees in the bargaining unit shall have a six (6) month probationary period. During this time, the bargaining unit employee may be disciplined or discharged for any reason and the Union shall not be entitled to file or pursue the matter through the grievance and arbitration procedure provided in this Agreement.

8. **Discipline and Discharge**

- a. The Company shall have the right to discipline, demote, suspend, or discharge bargaining unit employees for just cause, which shall include, but is not limited to, misconduct, poor performance, failure to comply with the Company's policies and procedures, theft, violence, etc.
- b. The Company shall have the unilateral right to discharge or otherwise discipline any bargaining unit employee from his or her position if, in the Company's sole judgment, the bargaining unit employee does not meet the Company's standards for editorial content, editorial quality, and/or professional journalistic ethics, provided the bargaining unit employee has received prior written notice of the issue and has been given at least four (4) weeks to improve. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for one of these editorial-based reasons. If that is the case, the arbitrator may under no circumstances substitute his/her judgment for the editorial judgment of the Company and must uphold the discharge or other disciplinary action. In the event the Company intends to utilize this provision, it shall notify the Union and the bargaining unit employee that the discharge is under this Section 8(b) and not under any other provision of this Agreement. If a discharge is so designated, the bargaining unit employee shall be entitled to severance payments in accordance with Section 9 of this Agreement.

9. **Severance Pay**

- a. A bargaining unit employee who is terminated with less than six (6) months of employment or who is terminated for gross misconduct is not entitled to severance pay.
- b. A bargaining unit employee who is terminated after six (6) months but less than one (1) year of employment shall, upon execution of a standard Company separation and release agreement, receive at least two (2) weeks of severance pay.

- c. A bargaining unit employee with at least one (1) year of employment but less than two (2) years of employment shall, upon execution of a standard Company separation and release agreement, receive five (5) weeks of severance pay.
- d. An employee with at least two (2) years of employment but less than three (3) years of employment shall, upon execution of a standard Company separation and release agreement, receive six (6) weeks of severance pay.
- e. An employee with three (3) or more years of employment shall, upon execution of a standard Company separation and release agreement, receive two (2) weeks of severance pay per full year of service, with a minimum payment of eight (8) weeks of severance pay.
- f. The Company shall pay for the cost of one (1) month of COBRA coverage, provided employee enrolls in COBRA, including employees with less than six (6) months of service shall receive one (1) month of COBRA coverage upon execution of a standard Company separation and release agreement.
- g. An additional minimum premium of twenty-five percent (25%) of the payment provided under this Section 9 in the event of a layoff triggered by Section 11(c) of this Agreement.

10. Individual Employment Agreement

Notwithstanding anything to the contrary, the following modifications shall be deemed to be made to the individual employment agreements, current or future, of bargaining unit employees:

- a. All at-will employment provisions shall be deleted in their entirety.
- b. All non-compete obligations shall be deleted in their entirety.
- c. Each individual employment agreement shall be amended to include the following provision: "Nothing in this agreement prohibits employees from discussing terms and conditions of employment and/or engaging in concerted activity protected by law."

11. Management Rights

- a. Management of the Company, the Thrillist properties, websites, and all related projects and ventures (including, but not limited to, projects and ventures related to advertising, social media, and live events) is vested exclusively with the Company. Except as otherwise provided in this Agreement, the Union agrees that the Company has the right to establish, plan, direct and control the Company's missions, projects, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control the

Company's operations; to alter, extend or discontinue existing equipment, operations, technologies, facilities, and location of operations and programs; to determine and modify the number and qualifications for staff, scheduling, responsibilities and assignment of bargaining unit employees; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to evaluate, to determine the content of evaluations, and to determine the processes and criteria by which the performance of bargaining unit employees is evaluated; to establish and require bargaining unit employees to observe Company policies, rules and regulations; to establish or modify its hours of operation; to assign work locations; to schedule hours of work; to recruit, hire, transfer, or layoff; and to exercise sole authority on all decisions involving editorial content.

- b. The Company shall have the right to require new bargaining unit employees to submit to background checks, as permitted under applicable law.
- c. The Company shall have the right, in its sole discretion, to subcontract bargaining unit work and use independent contractors, including but not limited to, freelancers, outside bloggers and other outside contributors. Additionally, the Company shall have the right, in its sole discretion, to assign bargaining unit work to non-unit employees, including but not limited to, supervisors, employees working on branded content teams, and interns, provided that the Company shall not implement a layoff of bargaining unit employees as a direct result of subcontracting or assigning work to non-unit employees or third parties unless it is a strategic realignment. For purposes of this Section 11(c), a "strategic realignment" shall mean the elimination of a coverage area of a department or project or a significant reduction of Thrillist's labor costs. In the case of a strategic realignment, the Company shall provide three (3) weeks' notice of layoff to the Union; additional severance pursuant to Section 9(g); and discuss the effects of the layoff.
- d. The Company may make and/or continue and from time to time add to or change such reasonable rules and regulations as it may deem necessary and proper for the conduct and management of its business, provided the same are not inconsistent with any of the provisions of this Agreement.
- e. Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority of the Company existing prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation within the rights of management.

12. Intellectual Property and Related Issues

- a. The Company recognizes that in the world of print journalism, it has been a common occurrence that writers employed by one publication or company have, in appropriate instances, been permitted to publish written work product with

another publication or company, *i.e.*, “freelancing.” Accordingly, the Company shall create a management committee within thirty (30) days of the ratification of this Agreement (the “Thrillist Management Committee”) to review, and approve or deny requests submitted by individuals in the bargaining unit to (i) self-publish or solicit offers to publish with another media company or platform any written work product created while employed with the Company, or (ii) to otherwise engage in outside work activities, including freelancing in the art and video areas, that are reasonably construed to be related to the Company’s business (together, “Related Outside Work Activities”). The Thrillist Management Committee shall consist of representatives from the Thrillist Editorial management staff, the Company Legal Team, the Company Human Resources Team, and the Company Senior Management Team, as appointed by the Company. The approval of any requests pursuant to this Section 12(a) is in the sole discretion of the Company, and shall not be withheld in an arbitrary or capricious manner (which shall be reviewable in accordance with the terms of the grievance and arbitration provisions set out herein). A bargaining unit employee shall direct any requests as described above to her or his Manager, who shall then submit the requests to the Thrillist Management Committee. The Thrillist Management Committee shall respond to all incoming requests within seven (7) business days of receiving such request. The Thrillist Management Committee may delegate authority to approve such requests to the Manager of the bargaining unit employee who made the request.

- b. Work product produced by bargaining unit employees for the Company pursuant to the Company’s Protective Covenants Agreement and any other applicable intellectual property policies for which bargaining unit employees have been put on notice, is owned by the Company (“Company Works”). Bargaining unit employees shall retain the rights to their personal intellectual property not included within the definition of Company Works (“Employee Works”). The definition of “Employee Works” shall not be altered without the consent of the Union.
- c. Bargaining unit employees may engage in outside work activities that are reasonably construed to be wholly unrelated to the Company’s business (“Unrelated Outside Work Activities”). Examples of such Unrelated Outside Work Activities would include publishing a novel that is not a fictionalized account of employee’s experiences with the Company and/or does not draw from work product that employee has created for the Company, performing volunteer work for a non-profit organization with a mission that does not implicate issues or subject matter closely related to the Company’s business, or working on political campaigns. Bargaining unit employees shall not be required to obtain Company approval to engage in Unrelated Outside Work Activities. However, it is expressly understood that bargaining unit employees shall act in good faith in assessing whether work is an Unrelated Outside Work Activity, and, to the extent a bargaining unit employee is compensated for such Unrelated Outside Work Activity in the journalism, media, public relations, entertainment (business-side),

travel, and/or food and beverage (business-side) fields, it shall give the Company reasonable advance notice before participating in any such activity. In the event that an Unrelated Outside Work Activity is reasonably deemed by the Company to potentially be a Related Outside Work Activity, the Thrillist Management Committee will have the sole discretion, pursuant to Section 12(a) above to approve or deny such outside work activity (which shall be reviewable in accordance with the terms of the grievance and arbitration provisions set out herein). In the event that the Thrillist Management Committee determines that such outside work activity is a Related Outside Work Activity, the Company may request that the bargaining unit employee cease such Related Outside Work Activity, and the bargaining unit employee must comply with such request.

- d. The Company shall provide production credits to each bargaining unit employee that contributes to producing a television or video program (“Program”), on the original complete version of such Program and on any non-promotional excerpts for which it is practical to do so, including pieces that are aired or streamed on broadcast television, cable, and the internet, unless impracticable to do so based on legitimate technical or third-party business-relations considerations. The credits shall list each participating bargaining unit employee’s name and title used in connection with the production of the Program. Thrillist Editorial employees shall have the right to decline production credits in any instance. Such production credits shall not be subsequently altered. Notwithstanding the foregoing, the Company shall not be required to provide such production credits to Thrillist Editorial employees on Branded Content (as such term is defined herein).

13. **Editorial Standards**

a. GENERAL GUIDELINES

i. Tone, Content, and Style.

1. Thrillist covers lifestyle topics in an ever-expanding world that includes both a diverse readership and a diverse range of subjects and strives to do so while engaging those readers and subjects. The Company and the bargaining unit employees make every effort to publish content that is fair and inclusive.
2. The Company agrees to maintain an editorial style guide to ensure that it reflects the Company’s values, and the ever-changing media industry. The Company agrees to inform the Union regarding any changes to the editorial style guide, and will, upon request, discuss the basis for any such changes.

ii. Sourcing and Plagiarism.

1. Plagiarism of any kind is forbidden, whether it is an unattributed verbatim copy of someone else's work, an unattributed summary of general ideas that belong to someone else, or a derivative work that so closely resembles the original as to render the two indistinguishable. In sum: Do not take someone else's work and pretend that it is your own.

b. CORRECTIONS AND DELETIONS

i. General.

1. Simple corrections for grammar, spelling, clarity, and nonessential points of fact may be corrected by writers and editors post-publication without a note. There are, however, cases that warrant substantive alterations and removals of content.

ii. Procedures for Substantive Alterations and Removals.

1. In the event that a bargaining unit employee believes that content published by the Company violates this Editorial Standards Policy, or otherwise wishes to request removal or alteration of content, that bargaining unit employee may submit a request to the Thrillist Management Committee (as such term is defined in Section 12, "Intellectual Property and Related Issues") to have the content altered or removed in full or in part. The Thrillist Management Committee shall respond to any such request within 48 hours, with an indication of what action they plan to take with regard to the relevant content.
2. In the event that the Thrillist Management Committee chooses to remove a piece of written content published by the Company, based on a request from a bargaining unit employee in accordance with the procedures set out in Section 13(b)(ii)(1) above, the Thrillist Management Committee will consider replacing the content with text indicating that the post was removed because it violated the Company's Editorial Standards Policy.
3. Except in rare circumstances, the Company will not regularly remove a piece of written content published by the Company based on a request from an advertiser. However, in the event that the Company decides it is appropriate under the circumstances to remove a piece of written content published by the Company based on a request from an advertiser, the Company shall promptly notify the Union, maintain the webpage on which the content appeared for a reasonable period of time and indicate that the content was removed for business reasons.

4. Except in rare circumstances, the Company will not regularly substantively alter a piece of written content published by the Company based on a request from an advertiser. However, in the event that the Company decides it is appropriate under the circumstances to substantively alter a piece of written content published by the Company based on a request from an advertiser, the Company shall communicate such alteration to the author of the content and to the Union. The author of the content shall have the right (but not the obligation) to have their name/byline removed from the content, and the Company shall add a disclosure to the content indicating that the content was written as an editorial piece and subsequently altered to become branded content.
5. The procedures set out in Section 13(b)(ii) shall not apply to content created by a third-party and subsequently shared, re-posted, or re-distributed by bargaining unit employees (through content or link-sharing agreements, or otherwise).

c. DISCLOSURE AND CONFLICT OF INTEREST

- i. All native advertising and branded content shall be labeled and identified in accordance with the Company's policies to ensure transparency to staff and readers.
- ii. The Company acknowledges that bargaining unit employees are not expected to write branded content as a core job duty. However, bargaining unit employees may, in limited circumstances, be asked to write branded content to support the needs of the business and supplement the Company's branded content efforts. If a bargaining unit employee feels that such an assignment is inappropriate under the circumstances, that bargaining unit employee may decline the assignment. The Company, however, at all times, reserves the right to direct any such assignment to bargaining unit employees on the social distribution teams. For purposes of clarity, this Section 13(c)(ii) only applies to written branded content.
- iii. In the event that bargaining unit employees create branded content, the bargaining unit employees shall have the right (but not the obligation) to have their name omitted from the byline on written branded content, from the credits on video branded content, and from the author attribution on other forms of branded content, as applicable.

14. Compensation

- a. Effective May 1, 2018, the minimum annual salaries for the job tiers set forth in Addendum A (the "Job Tiers") are as follows (and shall not be increased for the term of this Agreement):
 - i. The minimum annual salary for Job Tier 1 is \$72,000 per year.
 - ii. The minimum annual salary for Job Tier 2 is \$65,000 per year.
 - iii. The minimum annual salary for Job Tier 3 is \$58,000 per year.
 - iv. The minimum annual salary for Job Tier 4 is \$50,000 per year.
- b. Effective May 1, 2018 (or as of the bargaining unit employee's employment start date if later than May 1, 2018), the Company shall eliminate the incentive bonus offered to bargaining unit employees and retroactively increase each bargaining unit employee's annual base salary by eight and one-half percent (8.5%) (comprised of the five percent (5%) converted 2018 bonus and a three and a half percent (3.5%) 2018 base salary increase), unless the Job Tier minimum in Section 14(a) above is greater than the foregoing increase in this Section 14(b), in which case the bargaining unit employee shall receive the Job Tier minimum. Each full-time regular bargaining unit employee in a Job Tier 3 job title, on payroll with the Company as of the Effective Date of this Agreement, and whose annual base salary is below \$60,000 after applying the foregoing increase, shall have their annual base salary retroactively increased to \$60,000, effective May 1, 2018.
- c. Effective May 1, 2019, each bargaining unit employee's annual base salary shall be increased by two and one-half percent (2.5%) and be eligible for a merit increase pursuant to Section 14(e) below.
- d. Effective May 1, 2020, each bargaining unit employee's annual base salary shall be increased by two and one-half percent (2.5%) and be eligible for a merit increase pursuant to Section 14(e) below.
- e. Effective May 1, 2019 and May 1, 2020, the Company shall distribute merit increases from a merit pool equal to one percent (1%) of the total annual salaries of bargaining unit employees, calculated as of April 30, 2019 and April 30, 2020, respectively. The distribution of the merit pool shall be in the sole and exclusive discretion of the Company, shall be based upon any methodology or business factors that the Company deems appropriate, and shall be final and binding upon the parties and bargaining unit employees. The Company's distribution of the merit pool shall not be subject to the grievance and arbitration provisions of this Agreement, unless the Company fails to distribute the entire amount of the merit pool.

- f. The Company shall regard minimum salaries and wage rates as minimums only. Nothing in this Agreement prevents bargaining unit employees from bargaining individually for or the Company awarding pay increases and bonuses to bargaining unit employees in excess of the minimums established herein.

15. Workload and Compensatory Time

Bargaining unit employees are entitled to receive compensatory time off in accordance with the following (“Comp Time”):

Normal Work Days and Non-Work Days

- a. When bargaining unit employees, with prior approval from their managers, work at least four (4) hours and up to six (6) hours beyond normal work hours (*i.e.*, typically, 10:00AM to 6:00PM local time) or on a Company holiday or other such non-work day, they shall be entitled to a half-day of Comp Time.
- b. If bargaining unit employees receive approval to work six (6) hours or more beyond normal work hours or on a holiday or other such non-work day, they shall be entitled to a full day of Comp Time.
- c. The bargaining unit employees must make all requests in writing, with a summary of the work coverage that they engaged in beyond normal work hours. In lieu of the half-day of Comp Time referenced in Section 15(a) above, bargaining unit employees may request (but in no circumstances shall be required) to be permitted to start the work day at a later-than-normal hour the following day.
- d. When bargaining unit employees, with prior approval from their managers as described above, work until or past 10:00PM local time, the Company shall provide such employees with dinner or if the Company does not provide dinner, the Company shall reimburse such employees up to \$15.00 for dinner, and the Company shall reimburse such employees for taxi cab fare from the Thrillist office to their homes.

Travel

- e. With respect to travel on a normal work day, when bargaining unit employees are performing work outside normal work hours while traveling, such employees shall be entitled to Comp Time in accordance with Sections 15(a) or (b) above, whichever is applicable. All travel time required for field production shall be considered work for all purposes of this Section 15(e).
- f. When bargaining unit employees are required by their managers to travel for work on a Company holiday or other such non-work day, they shall be entitled to a half-day of Comp Time unless the time of travel exceeds six (6) hours, in which case they will

be entitled to a full day of Comp Time. For purposes of this Section 15(f), travel time shall run from the time the bargaining unit employee leaves his or her residence until the time she or he arrives at either her or his hotel room (when staying overnight) or returns that day to her or his residence.

Use of Earned Comp Time

- g. The use of Comp Time must be requested in writing and provide manager with reasonable advance notice.
- h. Bargaining unit employees are required to use any approved Comp Time in half-day or full-day increments within thirty (30) days of the day on which the bargaining unit employee began to accrue Comp Time, subject to manager approval in advance which shall not be unreasonably denied. Comp Time shall not accrue or roll over beyond the thirty (30)-day time frame for use.
- i. Unused Comp Time will not be paid out under any circumstance, including upon separation of employment, unless otherwise required by state or local law.

16. Leave and Related Policies

- a. Bargaining unit employees shall continue to be eligible for the following time off benefits on the same terms and conditions as all other non-executive employees at Thrillist:
 - Floating Holidays
 - Company Holidays
 - Family and Medical Leave
 - Disability Leave
- b. Each of these policies may be modified or eliminated without negotiation with the Guild in the sole discretion of the Company, provided that such changes apply equally to all non-executive employees at Thrillist.
- c. It is agreed that the time off benefits provided to bargaining unit employees exceeds those provided for in the New York City Earned Sick Time Act, and, as such, the provisions of that act are hereby waived.
- d. Vacation
 - i. The following annual vacation time shall be granted during the calendar year to each bargaining unit employee who, by the end of the calendar

year, will have continuous service with the Company as follows:

<u>Years of Service</u>	<u>Annual Vacation Allotment</u>
Up to 1 year	10 Days
Between 1 year and 2	12 Days
Between 2 and 3	14 Days
Between 3 and 4	16 Days
Between 4 and 5	18 Days
More than 5 years	20 Days

- ii. Such vacation time shall be accrued and taken consistent with the Company's vacation leave policy, which may be modified or eliminated without negotiation with the Guild in the sole discretion of the Company, provided that such changes apply equally to all non-executive employees at Thrillist. There shall be no payout or carry-over of accrued but unused vacation days.
- e. Sick Leave
- i. Bargaining unit employees shall be eligible for ten (10) sick days within each calendar year, and the use of such days shall consistent with the Company's sick leave policy. There shall be no payout or carry-over of sick days.
 - ii. Any employee who takes a sick day shall not be expected to work while on sick leave, provided that the bargaining unit employee shall, to the extent possible, communicate with his/her manager and team to facilitate proper coverage for any time-sensitive deadlines or deliverables.
- f. Working Remotely
- i. Bargaining unit employees may request to work remotely provided they have access to all necessary systems and equipment to perform their job duties remotely, including, but not limited to, securing their own internet access. While working remotely, bargaining unit employees are expected to be available as if they were working in the office. Bargaining unit employees should submit requests to their managers to work remotely with as much advance notice as possible. The Company shall approve such requests on a case by case basis, subject to business needs. The Company's decisions regarding working remotely shall not be subject to the grievance and arbitration provision of the CBA.

g. Parental Leave

- i. Primary care providers shall receive eight (8) weeks of paid parental leave, to run concurrently with all applicable federal, state, and local leave laws. Secondary care providers shall receive four (4) weeks of paid parental leave, which will also run concurrently with all federal, state, and local leave laws.
- ii. If the Company enhances parental leave benefits at a later date, such enhancement will apply to bargaining unit employees on the same terms and conditions as all non-executive employees at Thrillist. The Company may change or amend the enhanced benefit, but in no event will it provide less parental leave than the benefit described in Section 16(g)(i) above.

h. Summer Fridays

During the term of this Agreement, the Company shall continue its policy of Summer Fridays, with the office closing at 1:00PM on alternating Fridays between Memorial Day and Labor Day.

17. Employee Benefits

- a. Bargaining unit employees shall continue to be eligible for the following benefits on the same terms and conditions as all other non-executive employees at Thrillist (except for Health Insurance, which shall be on the same terms and conditions as all other non-executive employees at Group Nine Media, Inc.):

- Health Insurance (medical, dental, and vision coverages)
- 401(k) and Employer Matching
- Short-term Disability
- Long-term Disability
- Life Insurance and Accidental Death and Dismemberment
- Flexible Spending Accounts (medical and dependent care)
- Pre-tax Transit and Parking Reimbursement
- Gym Discounts
- Legal Representation
- On-demand Medical Services
- Wellness Benefits
- Corporate Perks and Discounts
- Rental Car Discounts

- b. Each of these policies may be modified or eliminated without negotiation with the Guild in the sole discretion of the Company, provided that such changes apply equally to all non-executive employees at Thrillist (except for Health Insurance,

in which case such changes would apply equally to all non-executive employees at Group Nine Media, Inc.).

- c. The Company shall notify the Union before making any material changes to the medical, dental and vision benefits offered to bargaining unit employees.

18. Labor-Management Committee

The parties shall establish a Labor-Management Committee consisting of an equal number of bargaining unit and Company representatives. The Committee shall meet regularly to discuss staffing, workload and other workplace issues as they arise. The Labor-Management Committee shall not address matters within the purview of the Diversity Committee or the Thrillist Management Committee.

19. Grievance and Arbitration Procedures

- a. A grievance shall be defined as an allegation by the Union or the Company that there has been a breach, misinterpretation or improper application of a term of this Agreement and shall be processed and disposed of as set forth below.
- b. Step 1: The Union shall advise the head of the Company's Human Resources Team, the head of the Company's Legal Team, or other such similar Company representative reasonably appointed by the Company) in writing of a grievance. Grievances shall be filed within thirty (30) calendar days of the facts giving rise to the grievance, or on the date on which it should reasonably have been known that a dispute existed. The head of the Company's Human Resources Team, the head of the Company's Legal Team, or other such similar Company representative and the relevant manager, if any, shall meet with a representative of the Union and the relevant bargaining unit employee within ten (10) business days of filing to discuss the grievance. The Company shall thereafter have ten (10) business days in which to deliver a written decision to the Union.
- c. Step 2: If a grievance is not satisfactorily resolved at Step 1, it may be referred to arbitration by written request to the other party within thirty (30) calendar days of receipt of the Step 1 decision. In the event of any such request for arbitration, the Company and the Union agree that one of the following arbitrators will preside over any and all arbitration proceedings, subject to availability: Howard Edelman, Carol Wittenberg, Janet Spencer, or Joan Parker.
- d. Grievances filed by the Company shall follow the same timeline as provided for in Sections 19(b) and (c) above.
- e. The arbitrator's opinion and award shall be final and binding upon the parties.
- f. Each party shall bear its own expenses and the arbitrator's fees and expenses shall be borne equally between the parties.

- g. Any time periods in this Section 19 may be waived or held in abeyance only by written agreement between the parties.

20. No-Strike/No Lockout

- a. The Company agrees that during the term of this Agreement it will not lock out any bargaining unit employees covered by the terms hereof.
- b. The Union agrees that during the term of this Agreement (1) it will not strike against, including any sympathy strike against, picket, or boycott the Company, or directly or indirectly interfere with any of the Company's operations; (2) neither the Union nor any officer, executive, official or executive employee of the Union will directly or indirectly authorize, aid, encourage, direct, abet, or participate in any such strike, sympathy strike, picketing, boycott, or interference with any of the Company's operations; (3) it will instruct its members to perform their contracts with the Company and it will at the same time instruct them not to strike against, picket, or boycott the Company.

21. Duration

This Agreement shall be effective from the date of ratification by the WGAE ("Effective Date") and expire on April 30, 2021.

For: The Writers Guild of America, East

Name: *Jowell*

Title: *Executive Director*

Date: *10/17/18*

For: Thrillist Media Group, Inc.

Name: *Ralph*

Title: *VP, Legal and Business Affairs*

Date: *10/19/18*

ADDENDUM A

Job Tiers

Tier 1:

- Senior SEO Manager
- Senior Editor (including F&D, News, Travel, Entertainment, etc.)
- Senior Social Media Editor
- Senior Producer
- Senior Analyst (including Digital, Video, etc.)
- Editorial Email Lead
- Director of Photography

Tier 2:

- Senior Video Editor
- Editor (including Cities, NY, F&D, Travel, Entertainment, etc.)
- Producer
- Shooter/Editor
- Senior Photographer
- Senior Illustrator
- Producer/Editor (instead of Predictor)
- Senior Staff Writer (including F&D, News, Travel, Entertainment, etc.)
- Video Editor
- National Writer-at-Large

Tier 3:

- Analyst (including Digital, Video, etc.)
- Specialist, SEO
- Social Media Editor
- Graphic Designer (including Social Graphic Designer)
- Motion Graphics Designer
- Illustrator
- Staff Writer (including F&D, News, Travel, Entertainment, etc.)
- Photographer
- Associate Producer
- Production Coordinator
- Copy Writer, Special Platforms
- Designer, Special Platforms
- Associate Video Editor
- Video Editor, Special Platforms

Tier 4:

- Copy Editor
- Editorial Assistant
- Associate/Assistant Editor
- Associate Social Media Editor
- Analytics Coordinator
- Editorial Email Coordinator
- Production Assistant
- Social Media Coordinator