

AGREEMENT

Between

Slate Magazine

and

The Writers Guild of America East

ARTICLE I – RECOGNITION AND SCOPE

1. Unit. The Slate Group d/b/a Slate Magazine (“Slate” or “Employer”) recognizes the Writers Guild of America East (“Guild” or “WGAE”) as the exclusive collective bargaining representative of the following bargaining unit covered by this Agreement: all regular full-time (those working at least 30 hours per week) Slate editorial employees in the United States who are employed in the following job titles:

| | |
|-----------------------------------------|-----------------------------------|
| Assistant Editor | Managing Editor |
| Assistant Managing Editor | Managing Producer |
| Assistant Social Media Editor | Operations Manager |
| Assistant Producer | News Editor |
| Associate Editor | Night Editor |
| Associate Producer | Politics Editor |
| Audience Engagement Editor | Producer |
| Business Editor | Production Assistant |
| Business & Technology Editor | Reporter |
| Copy Chief | Senior Audience Engagement Editor |
| Copy Editor | Senior Editor |
| Correspondent (inclusive of iterations) | Senior Writer |
| Culture Editor | Senior Producer |
| Editorial Assistant | Supervising Producer |
| Features Director | Social Media Editor |
| Features Editor | Technology Editor |
| Interactives Editor | Writer (inclusive of iterations) |

2. Unit Exclusions. The Unit excludes the Editor-in-Chief, Deputy Editor, Executive Editor, Editorial Director (and its iterations), Executive Features Director Executive Producer, Director of Audience Engagement & Strategy, Senior Managing Editor, Senior Managing Producer, any employee whose primary responsibility is the production of Slate Plus, temporary employees, and all other employees, managers, clerical employees, guards, professional employees, confidential employees and supervisors as may be defined in the National Labor Relations Act.

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

4. Temporary Employees.

a. A “temporary employees” is an employee whom Slate hires directly as a temporary employee, including without limitation interns and fellows.

b. Slate may use temporary employees to cover for employees who are on leave or temporarily filling other positions, to assist with temporary projects, or to cover any other

temporary staffing needs. Slate may employ temporary employees for no more than twelve (12) months, or for the duration of the leave coverage or temporary project, whichever is longer.

c. Temporary employees are not covered by this Agreement and are not eligible for benefits provided in this Agreement.

ARTICLE II – UNION MEMBERSHIP/UNION RIGHTS AND DUES CHECK-OFF

1. Except where prohibited by law, the Employer agrees that it will not continue any Employee in its employ under this collective bargaining agreement (“Agreement”) unless he/she 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, and remains a member or agency fee payor in good standing with the Union.
2. Except where prohibited by law, the failure of any Employee covered hereunder to be or become a member in good standing of the Guild or in “Agency Fee” status by reason of a refusal to tender the initiation fees or periodic dues or agency fees uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required within thirty (30) days after written notice of delinquency is received by the Employer and the Employee from the Union shall obligate the Employer to discharge such person upon written request for such discharge by the Union.
3. Nothing in this Article shall be construed to require the Employer to cease employing any Employee if the Employer has reasonable ground for believing that:
 - a. membership in, or Agency Fee status with, the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or
 - b. such Employee’s membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues, agency fees, or initiation fees uniformly required by the Union as a condition of acquiring or retaining membership or Agency Fee status in good standing.
4. The Union will hold harmless, defend and indemnify the Employer and its Employees with respect to any and all claims, liabilities, costs and expenses, including attorneys’ fees, arising out of or in connection with any action taken by the Employer pursuant to the provisions of this Article. Slate will make deductions from an Employee’s wages in accordance with the Employee’s written authorization and dues schedules certified by the Guild. However, Slate assumes no responsibility either to the Employee or the Guild in the event that, through inadvertence or error, it fails to make such deductions in any instance.
5. Dues/Agency Fee Checkoff
 - a. The Employer agrees that upon 30 days’ notice from the Guild, it will

deduct initiation fees, agency fees, or membership dues uniformly required on a percentage basis of gross wages or incorporated with dues as designated by the Guild upon receipt from each Employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable laws. An Employee's change to a non-bargaining unit position automatically revokes the employee's dues or agency fee check-off authorization.

b. Slate shall provide the WGAE at the time it remits Employee dues or Agency Fee payments to the Union, a roster of bargaining unit Employee names, salary, and the amount of dues or fees submitted for each person, and if no deduction was made, the reason for not making the deduction.

c. Authorizations must be in the following form:

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

I, the undersigned, hereby authorize and direct Slate, to checkoff and deduct from my wages at the end of the first full payroll period of each calendar month following the date of this authorization: (choose one)

1) union membership dues uniformly required by the WGAE as well as initiation fees, if owing (initiation fees to be prorated over a twelve week period), which amount to ____ for calendar year 2019; or _____

2) agency fees required by the WGAE, which amount to ____ for calendar year 2019, _____

each 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. I authorize and direct Slate to remit all sums so deducted to the WGAE.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Employer, or for a period of one year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract year period unless and until I give written notice to terminate to the Employer and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one-year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one year thereafter with the same privilege of revocation at the end of each such period.

I agree to hold Slate harmless against any and all claims and liability for or on account of the deductions made from my wages or other earnings and remitted to the WGAE.

Witness _____ Employee _____

Date: _____

ARTICLE III – NON-DISCRIMINATION/HARASSMENT

1. No Discrimination. Slate will not discriminate against bargaining unit members based on race, ethnicity, creed, color, national origin, sex, age, disability, marital status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, DACA status or any other factor protected by applicable law. Slate will provide reasonable accommodations to disabled employees upon request consistent with Slate's obligations under applicable federal, state or local laws. Slate will comply with all applicable laws related to an employee's criminal record and will comply with the New York State Human Rights and Corrections Laws when considering taking an adverse employment action against any Slate Employee based on the conviction of a criminal offense.

This provision does not prohibit an employee from pursuing claims made pursuant to any federal, state or local anti-discrimination laws or other similar laws rules or regulations.

Slate will grant employee requests for time off to meet with a government agency or legal counsel with respect to issues relating to an employee's immigration status.

Slate shall provide a means for every employee to communicate the name and pronoun by which they would like to be referred.

Slate will maintain and enforce policies regarding washroom and breastfeeding accommodations.

2. No Harassment. The parties share a commitment to a safe and harassment-free workplace. In this regard, Slate shall continue to enforce its harassment policy (as may be amended from time to time on a Company-wide basis) and ensure that the policy is available to all employees. The Company shall inform employees of the policy on an annual basis and shall notify the Union of any material changes to the Company's harassment policy applicable to bargaining unit employees.

3. Diversity.

a. The parties share a belief that a diverse workforce makes Slate's journalism and business stronger. To further the goal of building a more diverse workforce, Slate shall:

(i) maintain a Diversity Task Force with an annual budget allocated in an amount determined by Slate in its sole discretion. Slate management shall consider any suggestions from the Task Force regarding recruitment, retention, advancement, and/or the composition of Slate's workforce. The failure to adopt or act on a suggestion shall not be subject to grievance or arbitration;

(ii) As long as the editorial schedule permits, every six months Slate will devote an editorial meeting to open phones to discuss diversity issues that affect both staffing and coverage, including a mechanism for soliciting questions and concerns anonymously. Bargaining unit members may also issue an anonymous survey requesting voluntary self-identification with respect to race/ethnicity, nationality, sexual orientation, disability, and/or

gender identity, as well as salary, of staff which may be discussed during an editorial meeting on diversity; and

(iii) Within 90 days of contract ratification and then on a biannual basis, as the editorial schedule permits, up to three representatives of Slate management will meet with up to three representatives of the bargaining unit to discuss pay equity. The anonymous survey results described above may also be discussed during these meetings.

ARTICLE IV – MANAGEMENT AND EDITORIAL RIGHTS

1. Management Rights. Except as limited by a specific term of this Agreement, Slate reserves and retains exclusively to itself the traditional rights in the exercise of the functions of management, including but not limited to the following rights: to manage and operate Slate's business, publications, finances, and facilities; to direct, plan and control all Slate operations; to direct its employees; to determine what work will be performed by employees covered by this Agreement and the number of employees needed to perform such work; to determine the qualifications and responsibilities of employees; to develop and implement performance evaluation and merit pay programs; to establish and/or change existing operational methods, technologies, materials, equipment, and facilities; to establish, administer, modify and discontinue workplace policies and other standards of performance and conduct; to select and hire employees; to determine and evaluate the competency of employees; to set schedules and determine the days, shifts and hours that employees work and their days off; to grant, deny, or revoke any telecommuting arrangements and to set the terms of any such arrangements; to promote, reclassify or demote employees; to transfer, suspend, discipline and discharge employees; to subcontract work; to lay off employees; to restructure and reorganize its operations; to change, relocate or close facilities; and to exercise sole discretion on all decisions involving the scope and direction of the business and all content or editorial matters. This enumeration of management rights is not exhaustive and does not exclude other management rights not specified herein, nor shall the non-exercise of any management rights constitute a waiver of Slate's rights.
2. Without limiting the foregoing management rights, except as specifically modified by this Agreement, Slate shall retain all of its rights, powers, and authority existing prior to the signing of this Agreement and such rights, powers and authority remain exclusively and without limitation within the rights of management.
3. Editorial Rights. Except as limited by a specific term of this Agreement, Slate retains sole discretion in the area of editorial judgment and content creation, acquisition and publication, including but not limited to the following rights: to determine what content to create, publish, or otherwise disseminate in print, digitally or otherwise; to determine what platforms to use for publication or dissemination of content; to determine how and when to publish or disseminate content; to determine whether to add, modify or cease any publications, channels or other products; to determine whether and when to participate in formal or informal partnerships with outside content providers; to assign stories, features or other work to employees or reporting teams; to contract for or otherwise secure content from other sources or content providers, including freelancers or employees of another employer; to introduce and adopt new methods of content creation, submission or publication; to introduce new technology and modify or eliminate technology; to establish, modify and enforce conflict of interest standards and editorial guidelines; and to exercise sole discretion on all decisions involving editorial or content matters. This enumeration of editorial rights is not exhaustive and does not exclude other rights not specified herein, nor shall the non-exercise of any such rights constitute a waiver of Slate's rights.

4. Company Policies. Bargaining unit employees are subject to the policies that apply generally to all Slate employees. Slate has the right to establish new policies, work rules, and standards of conduct, and modify or rescind existing policies, work rules, and standards of conduct, in its discretion.
5. An Employee's byline or credit line shall not be used over the employee's protest.
6. The rights set forth in this Article shall remain in effect both during the term of this Agreement and after its expiration.

ARTICLE V – WORK ASSIGNMENTS

Taking into account applicable limitations in this Agreement, if any:

1. Flexible Work Assignments

a. Bargaining Unit Employees. Slate has the right to assign Guild-covered employees to perform whatever work Slate deems appropriate in connection with any print, web, video, podcast, multimedia or other projects, programs, partnerships or activities in which Slate directly or indirectly participates, presently or in the future. Work assignments to unit employees may include new work or work previously assigned to Slate staff not covered by this Agreement (including but not limited to managers or supervisors).

b. Non-Bargaining Unit Employees. Slate has the right to assign or reassign work that is or has previously been assigned to Guild-covered employees to Slate staff not covered by this Agreement, including but not limited to managers or supervisors.

2. Contractors and Service Providers. Slate has the right in its discretion (a) to engage outside personnel on a non-staff basis, e.g., freelancer, contract writer or editor, blogger, artist, or videographer, to provide content or other services to Slate; (b) to secure and use content, reports, data, video or other information from other media organizations, other outside entities or individual content contributors, as it may deem appropriate; and (c) to engage contractors to perform Guild-covered work or any other work, including design and layout services. Contractors and providers under this provision shall not be considered or deemed employees for purposes of this Agreement and are not subject to its terms.

Within ninety (90) days after ratification, the parties agree to establish a Contractor Assessment Committee that shall meet once a year to assess and discuss contractors and their contributions to Slate's operations. The Committee shall be comprised of up to three (3) Slate bargaining unit Employees and up to three (3) representative members of Slate management.

3. Slate's exercise of its rights under this Article shall not be subject to arbitration or mid-term bargaining.

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

ARTICLE VI – DISCIPLINE, DISCHARGE AND REDUCTIONS IN FORCE

1. Probationary Period. New employees, including Slate employees previously working outside the unit, shall have a six (6) month probationary period. During this six (6)-month probationary period, new employees may be disciplined or discharged without just cause, and the discipline or discharge of new employees during their probationary period shall not be subject to the grievance and arbitration procedure of this Agreement.
2. Discipline and Discharge.
 - a. Slate has the right to discipline and/or discharge bargaining unit employees for just cause and to determine the appropriate disciplinary action (e.g., warning or discharge) based on the facts and circumstances of each case. The Employer shall promptly notify the Union, in writing, of any discipline with a specification of the conduct resulting in discipline.
 - b. For conduct that is subject to progressive discipline under this Agreement, progressive discipline will consist of a verbal warning documented by Human Resources, a written warning, a final written warning and then termination. The Company will provide a reasonable amount of time for improvement before progressing an employee to the next step when viewing the employee's performance as a whole. The Company may determine that counseling is necessary during the progression period. Counseling may include training or training recommendations, implementation of a corrective action plan, or mentoring. In any arbitration over an employee's termination, progressive discipline will be deemed satisfied if the employee received these three disciplinary actions. However, nothing in this Agreement limits Slate's right to discipline, suspend or discharge an employee without progressive discipline in appropriate cases, including but not limited to cases of gross misconduct (for example, plagiarism, other breaches of journalistic ethics, violence, dishonesty or theft).
 - c. Warnings and other disciplinary actions that do not result in a loss of pay shall not be subject to arbitration under this Agreement.
 - d. Copies of all written disciplinary action will be provided to the Guild as soon as practical after the discipline. One year after a disciplinary action has been placed in an employee's file, the employee may request that the discipline be expunged. Whether such discipline will be expunged will be in Slate's sole discretion after considering the employee's justification for the request.
 - e. In the event Slate requires a bargaining unit member to attend an investigatory meeting that the bargaining unit member reasonably believes may lead to discipline, a Union representative may attend the meeting at the request of the Employee to provide Weingarten representation.

f. Editorial Matters: Slate shall have the unilateral right to discharge or otherwise discipline any bargaining unit employee if, in Slate's sole discretion, the employee does not meet Slate's or management's standards relating to editorial content, and/or editorial quality, provided the employee has received prior written notice of the issue and has been given a reasonable time to improve. Such decision shall not be reviewable through the grievance and arbitration procedure, other than to establish that the decision was made for an editorial reasons. If that is the case, the arbitrator may under no circumstances substitute his/her judgment for the editorial judgment of the Employer and must uphold the discharge or other disciplinary action.

In the event the Employer intends to utilize this provision, it will notify the Guild and the employee that the discharge or discipline is under this subparagraph (f) and not under any other provision of this Agreement.

3. Layoffs.

a. Layoff Decision. During the term of this Agreement and after its expiration, Slate has the right to lay off employees for business or operational reasons. If Slate decides to lay off employees under this Article, Slate will determine the affected job classification(s) and the number of employees within the affected classification(s) to be laid off. Job classifications for purposes of this Article are the job titles listed in Article I, Minimum Salaries. Except for alleged violations of this Article VII 2(f), these decisions shall not be subject to the grievance and arbitration provisions of this Agreement.

b. Notice. Slate will notify the Guild and affected employees at least two (2) weeks prior to any layoffs under this Article, if operationally practical, and will identify the employee(s) to be laid off. During the notice period, Slate will meet and confer with the Guild about the layoffs and possible alternatives to the layoffs. Where notice to the Guild and affected employees is not possible, Slate will provide the affected employees with pay with a maximum of two weeks' pay in lieu of notice.

c. Employees who return to Slate within two years after a layoff will not incur a break in service for purposes of vacation.

2. Severance Pay.

a. Slate will pay severance to non-probationary employees laid off under this Article at a rate of two (2) weeks' salary for every Employee with up to one year of continuous service at Slate, to a maximum of twenty (28) weeks' salary for Employees with at least 13 years of continuous service with Slate, paid in a lump-sum (less required deductions) as provided in the chart below.

| Years of Service | "Weeks of Pay" Severance |
|------------------|--------------------------|
| Up to 1 Year | 2 Weeks |

| | |
|------------------------------|----------|
| At least 1 Year, less than 2 | 4 Weeks |
| At least 2, less than 3 | 6 Weeks |
| At least 3, less than 4 | 8 Weeks |
| At least 4, less than 5 | 10 Weeks |
| At least 5, less than 6 | 12 Weeks |
| At least 6, less than 7 | 14 Weeks |
| At least 7, less than 8 | 16 Weeks |
| At least 8, less than 9 | 18 Weeks |
| At least 9, less than 10 | 20 Weeks |
| At least 10, less than 11 | 22 Weeks |
| At least 11, less than 12 | 24 Weeks |
| At least 12, less than 13 | 26 Weeks |
| At least 13 Years | 28 Weeks |

b. As a condition of receiving severance pay, an employee must execute and not revoke a general release of claims in a form to be provided by Slate.

c. Employees discharged for just cause are not entitled to receive severance pay.

The Company reserves the right to pay any bargaining unit member severance pay in excess of the amounts set forth in this proposal. Severance pay will be paid in a single lump-sum payment as soon as practicable after the Employee's Separation Date. All legally required taxes and withholdings will be deducted from severance pay.

ARTICLE VII – OUTSIDE ACTIVITIES AND CONFLICTS OF INTEREST

1. All requests to perform outside employment, contracting, professional and/or comparable activities (which includes activities that are paid, unpaid, and self-employment but excludes nonprofit work wholly unrelated to the Company's business and/or the employee's employment with the Company) ("Outside Business Activities") must be submitted to and approved by Slate's CEO or President, or Editor-in-Chief or their designees, in accordance with and subject to Company policy.
2. Slate will evaluate requests for the performance of Outside Business Activities considering the following factors:
 - a. Any Outside Business Activities performed must not interfere in any way with the employee's performance of his or her job.
 - b. The employee must be in good standing and have satisfactory work performance.
 - c. Any Outside Business Activities performed must not conflict in any way with Slate and its interests or create any form of journalistic conflict of interest for the employee or Slate
3. With respect to Outside Business Activities regardless of form (e.g., newspaper, magazine, television, digital media, etc.) or service provided for (a) any other news or media organizations or service; or (b) any technology, social media, or content company; ("Media Outside Activities") the request will also be evaluated by Slate management based on the following criteria, as applicable:
 - i. Whether the proposed Media Outside Activities will provide Slate any derivative benefit;
 - ii. Whether Slate plans to assign an employee or another employee a similar piece or project;
 - iii. Whether the Media Outside Activities are for a direct competitor of Slate or are otherwise competitive with Slate's own offerings;
 - iv. Whether the freelance work could create an actual or perceived conflict of interest for Slate.
4. It shall, at all times, remain within Slate's discretion to approve or disapprove any requests for Outside Business Activities or Media Outside Activities, and Slate's decisions are not subject to the grievance and arbitration provision of this Agreement.
5. When working on any Outside Business Activities or Media Outside Activities, employees shall not disclose any Employer confidential information, including sources,

notes, interviews, etc., consistent with their confidentiality and non-disclosure obligations set forth in Slate's policies.

6. Intellectual Property Ownership Any content created in the course of performing an employee's job duties for Slate is a work for hire and belongs to Slate. If a bargaining unit employee would like to use material owned by the Company, he or she may make a request to his or her manager, and must obtain written approval from his or her manager and Slate's CEO, President, or Editor-in-Chief before using any such material. The granting or denial of such approval is in the sole discretion of Slate management, and such decisions shall not be subject to the grievance and arbitration provision of this Agreement.
7. Nothing in this Article VII is intended to limit the ability of bargaining unit Employees and managers to agree to outside work arrangements. If an Employee is denied outside work arrangements, the Employee may meet with his/her supervisor to discuss the reason for the denial.

ARTICLE VIII – DERIVATIVE WORK

1. The Company will grant a nonexclusive license for bargaining unit Employees for book rights based on work created for the Company, including the right for employee to take 100 percent of the royalties of any book deal and from any related or derivative works. Employees will make good-faith efforts to ensure that Slate shall receive a prominent credit in the book and in any derivative works substantially in the form of “Based on the article originally published in Slate.”

2. If a bargaining unit employee would like to use material owned by the Company, he or she may make a request to Editorial Management and the General Manager or their designees and must obtain written approval before using any such material. The granting of such approval is in the sole discretion of Slate management.

3. If Slate (a) chooses (i) to create new work (e.g., books/e- books, films, TV, video games or digital video programs), or (ii) authorizes a third party to create a new work on its behalf, each based on content created by a bargaining unit employee for Slate (“Derivative Work”), (b) such Derivative Work will appear on a third party platform (i.e., other than the Slate or any platform owned or operated by any parent, subsidiary, or related entity of Slate), and (c) Slate will receive revenue specifically and solely for the Derivative Work (“Covered Revenue”), the bargaining unit employee shall receive compensation in accordance with the following:

A. All employee participants in the Derivative Work Pool directly and substantially involved in the creation of the content that is the basis for the Derivative Work are eligible to share in the Revenue Pool (as defined below). Slate management will determine which employees have been directly and substantially involved and therefore eligible for payment, in its discretion.

B. The Revenue Pool will be fifteen percent (15%) of the revenue actually received by the Employer directly in connection with the Covered Revenue. The share of the Revenue Pool allocated to each employee is at the discretion of Slate. The Revenue Pool shall not exceed \$250,000 in total for each Derivative Work.

C. Employees will be eligible to receive payments from the Revenue Pool for any Derivative Work(s) for a period of three (3) years starting for each Derivative Work on the date that Slate first receives revenue for that Derivative Work.

D. Revenue Pool calculations will be conducted on a semi-annual basis with respect to revenues received by Slate during such semi-annual period and any payments due will be paid, subject to taxes and withholding, within sixty (60) days after the end of the applicable semi-annual period.

E. Employees must be employed by Slate at the time Slate receives the first revenue for a specific Derivative Work to be receive payment. No individual whose employment has been terminated with just cause, or who resigns, shall be entitled to

any then unpaid or future payments or share of the Revenue Pool. No individual can transfer or assign his or her rights to payment under the Revenue Pool.

F. Nothing in this Agreement shall be construed to evidence, grant or confer any rights of ownership or license in any part of the Derivative Work (or the content that is the basis of the Derivative Work) with respect to any individual. All work performed for Slate is work-for-hire unless otherwise agreed between the bargaining unit employee and Slate.

G. Derivative Works do not include the republication or redistribution of work on any other website or application, social media platform, etc., even if such work is reformatted or edited for such purpose.

H. Nothing in this Article should be interpreted as preventing bargaining unit employees and Slate agreeing on different derivative work arrangements on an individual basis.

I. Slate will endeavor to negotiate agreements that give creative input on the derivative work and make good-faith efforts to ensure that the bargaining unit member is credited in the derivative work.

ARTICLE IX – JOB OPENINGS

1. Hiring. Slate has the right to hire applicants for bargaining unit positions from any source, internal or external, based on the skills and qualifications that it deems necessary for those positions.
2. Posting.
 - a. When Slate decides to fill an open bargaining unit position or a new bargaining unit position, Slate will post notices of such vacancies internally and, at the same time, may post notices of the vacancies externally. Slate employees will be afforded the opportunity to apply for all posted vacancies and are encouraged to do so.
 - b. Slate may determine not to post a position when appropriate, e.g., where a vacancy will not be filled, where an existing candidate has the skills, qualifications or experience that Slate needs for the position, where internal reassignments best meet operational and editorial needs, or where Slate decides to promote an employee to the position. Slate's decision not to post a position shall not be subject to the grievance and arbitration provision of this Agreement.
 - c. When Slate decides to post a bargaining unit position, the posting will remain in place for at least two weeks prior to filling the position.
 - d. Bargaining Unit job postings will include "this is a position covered under a collective bargaining agreement between Slate and the Writers Guild of America East."
3. Slate will endeavor to interview candidates from groups traditionally underrepresented in journalism (i.e., women, people of color, or and those identifying as LGBTQ) prior to making a hiring decision.

ARTICLE X – COMPENSATORY TIME

Bargaining unit employees are entitled to receive compensatory time off in accordance with the following:

1. A bargaining unit employee may receive compensatory time at the Employer's discretion ("Comp Time"). At the end of each month, Slate Management will ask managers to work with staff to review that month's work and collect any new Comp Time requests for work performed during that month. Month-end Comp Time requests will then be reviewed by Slate Management. After reviewing the requests and consulting with applicable managers, employees will be informed of the decision by the end of the next month (e.g., Comp Time requests for June will be solicited during the week of June 23 and employees will be informed of the decision by July 31).
2. Comp Time will not be based on the amount of hours worked per day or per week. All Comp Time will be provided in half or full-day increments (i.e., 1 "Comp Day" will be equivalent to 1 paid day off). Any authorized Comp Time will be available as of the date of approval.
3. Bargaining unit employees are required to use any approved Comp Time in half or full day increments within 60 days of being informed that their Comp Time request has been approved. If a manager denies a bargaining unit employee's request for Comp Time, the employee will receive an additional 30 days to use any previously approved Comp Time not to exceed a total period of 90 days from the original approval date. As such, employees will need to manage their leave balances, in coordination with management, or will forfeit any unused Comp Time within the applicable time frame, unless otherwise prohibited by state or local law.
4. Accrued but unused Comp Time of up to one week will be paid out upon termination of employment, other than terminations for cause, less all applicable withholdings and deductions.
5. Nothing in this Article IX is intended to limit the ability of bargaining unit employees and managers to agree to flexible schedule arrangements, or Comp Time, related to a specific work assignment on an ad hoc basis. Agreed-upon flexible scheduling arrangements or Comp Time related to a specific work assignment will not affect the Comp Time request or approval process described in this Article IX, but month-end requests should only address work for which the employee has not already received commensurate Comp Time or other flexible scheduling.

ARTICLE XI – GENERAL

1. Performance Evaluations. Slate will conduct performance evaluations of its employees on an annual basis and will endeavor to conduct evaluations every six months. Neither the failure to conduct an evaluation, nor the substance of the evaluation are subject to the grievance and arbitration provision of this Agreement. Annual or mid-year performance evaluations pursuant to this Article will not constitute a verbal or written warning for purposes of progressive discipline. Bargaining unit members shall have the opportunity to anonymously review management.
2. Expenses. Slate will reimburse employees for authorized, actual working expenses incurred in the performance of their duties, provided that such expense reimbursement requests are submitted as promptly as practicable in accordance with any Slate expense reimbursement in place at the time.
3. Employment Records.
 - a. Upon request, an employee is entitled to review his/her employment records in the presence of a Slate manager or Human Resources representative.
 - b. An employee and/or the Guild may request a copy of any performance-related document contained in the employee's file.
 - c. The Guild and Slate agree to maintain optimum confidentiality for employee personnel records. The parties, moreover, appreciate that the privacy of employee records would be impaired by improvident access to and/or duplication or publication of materials or information contained in employee personnel files. Consistent with these concerns, the Guild agrees that it will be judicious in requests for access to or copies of materials in individual employee personnel files and that it will handle all such materials with an abiding respect for the need to maintain optimum confidentiality of personally identifiable information, balanced against its obligation as bargaining representative to process grievances and administer the Agreement.
 - d. When reasonably necessary to administer this Agreement or to process a grievance, and upon presentation of an employee's signed access authorization to Slate, Slate will make available for review and furnish copies to the Guild representative all, or designated, materials in an individual employee's personnel file.
 - e. When Slate places a written warning in an employee's personnel file, a copy will be given to the employee.
4. Professional Development. Bargaining unit employees will be eligible to request a leave of absence for the purpose of writing a book, completing a fellowship or other reasonable endeavors related to the profession of journalism. Approval shall be in the Employer's sole discretion. If a request for leave under this Section is denied, an employee may meet with her/his/their supervisor to discuss the decision. The terms of each leave will be

negotiated between the individual and management. Where practicable, to the extent that Slate determines that a leave of absence taken pursuant to this Article X, Section 4 requires a redistribution of work to another bargaining member, Slate will endeavor to provide the affected employee with advance notice as possible.

Prior to attending a professional conference or non-accredited course that would further an Employee's skills and career at Slate, an Employee may request time off to attend the conference and that Slate reimburse the Employee for reasonable attendance costs, including any reasonable expenses required for travel, lodging, meals and/or conference/course fees. Whether such request is granted is in Slate's sole discretion. Slate will also reimburse Employees for 50% of their professional organization membership fees up to \$100 per year, per Employee. Reimbursement for any conference or membership fee shall be conditioned on the Employee providing sufficient documentation of the costs in a timely manner and following any Company expense reimbursement policy in effect at the time of the submitting the expense.

5. Information: On a quarterly basis, the Employer shall supply the Guild with a list containing the following information for each bargaining unit employee:
- (a) name, address, sex, race, date of birth;
 - (b) contact info including slate email, personal email, cell phone, and home address
 - (c) hire date;
 - (d) job title;
 - (e) salary, including the breakdown for any commission or bonus arrangements, or other forms of compensation;
 - (f) any merit increases granted by name of the employee, individual amount, resulting new salary, and effective date;
 - (g) salary changes, and effective date;
 - (h) resignations, retirements, deaths; and
 - (i) other revisions in data from the prior quarter.

The Employer will provide the above information for new employees as soon as practicable after the new employees are hired. All above information will be provided in a digital format to be agreed upon between Slate and the Guild.

During the onboarding process for new bargaining unit members, a copy of this Agreement shall be supplied by the Company.

6. Legal Defense. If an employee is sued or charged under any federal, state, or local law, or is subpoenaed as a witness in connection with the employee's performance of work for Slate that is within the scope of her/his authorized duties, Slate will defend and provide legal counsel for the employee at Slate's expense. Slate and the involved employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. Slate will have full control over any such litigation and its resolution, and the

employee agrees to cooperate fully with Slate in connection with such litigation. Slate reserves the right to discontinue providing legal counsel at its expense in the event that it becomes apparent that the employee was acting outside the scope of his/her authorized duties, including without limitation any criminal or tortious acts.

7. Workplace Transparency. Slate will maintain an organization chart in electronic form that bargaining unit employees can review. Employees may notify Human Resources of any updates to the organizational chart. When practicable under the given circumstances, the Company will notify an employee in advance of a change in the employee's reporting structure.

ARTICLE XII – SAFETY AND SECURITY

1. Slate and the Guild agree that safety and security in the workplace are the responsibility of both Slate and its employees, and that employees will comply with Slate's safety and security policies. Slate shall comply with all applicable legal workplace safety and health requirements.
2. Slate agrees to provide sufficient safety and security for its employees at all Slate offices and to provide sufficient safety and security measures for employees working in the field or on assignment. An employee in the field may exercise his or her professional judgment as to matters of safety and security.
3. Prevention of online harassment.

Slate shall take the following steps towards the prevention of online harassment:

- A) Maintain community standards for participants on Slate that clearly prohibit all forms of online harassment.
- B) Inform all bargaining unit employees that they have the support of the Employer if they experience harassment. The Employer shall make managers and supervisors aware of the risks of online harassment and who is more likely to be targeted.
- C) Make training on online security and anti-harassment measures available to bargaining unit employees.
- D) Participation in an EAP or peer-to-peer counseling will be available to bargaining unit employees who have experienced online harassment and/or who are required to monitor and respond to abusive posts.
- E) Report incidents of online harassment at an Employee's request at Labor Management Committee meetings.

ARTICLE XIII – ACCESS

1. Guild Representatives.

a. Non-employee Guild representatives agree to provide Slate's CEO, President, or Human Resource representative with forty-eight (48) hours' written notice of a request for permission for access to non-work areas on Slate's premises solely for purposes of representing bargaining unit employees. Where forty-eight (48) hours' notice is not practicable, the Guild will give as much advance notice as possible. Guild representatives agree to comply with all building security and access procedures applicable to other visitors to Slate while on Slate's premises.

b. Guild Representatives must limit their access to non-work areas, unless access to a work area is necessary to the Guild's ability to represent a unit employee and the Guild representatives obtain advance approval from Slate's CEO, President or Human Resources representative to enter a work area for that limited purpose.

2. Shop Stewards.

a. The Employer shall recognize four (4) stewards named by the Union.

b. Union business shall not be conducted during work hours, except where a designated Steward is required to attend a potential disciplinary meeting with a union member, or required to briefly meet with a union member in preparation for the same, or are otherwise briefly involved in matters relating to enforcing the collective bargaining agreement.

3. Bulletin Board. Slate agrees to provide one suitably placed bulletin board in the editorial area for official Guild business in each of its New York and Washington, D.C. offices. Such bulletin board shall be shared with the Employer with respect to postings related to the editorial department and shall be the only place where Guild notices, bulletins or other such materials can be posted on Slate's property.

3. Guild Meetings/Negotiations.

On a quarterly basis, with prior notification, the Guild shall have access to space to hold union meetings on Slate's premises after 6:30 pm. Within four (4) months of the expiration of this agreement, with prior notification, on a monthly basis, the Guild shall have access to space to hold union meetings on Slate's premises after 6:30 p.m. For negotiations, four (4) of the bargaining team employees shall be released with pay.

ARTICLE XIV – GRIEVANCE AND ARBITRATION PROCEDURE

1. Grievance. A grievance is defined as a violation of a specific obligation in a specific provision of this Agreement or a dispute over a discharge or other discipline with a loss of pay. Grievances shall be resolved exclusively pursuant to the procedures set forth in this Article.
2. Step 1.
 - a. Within twenty 20 business days from the date that the grievant knew or should have known of the event giving rise to the grievance, the grievance must be presented in writing to Slate's CEO, President or Editor-in-Chief. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. The grievance may be presented to the CEO, President or Editor-in-Chief directly by the grievant(s) or the grievant(s) may choose to have a steward present the grievance. Slate will have twenty (20) business days from the presentation of the grievance to attempt to resolve the grievance. Every effort will be made to resolve the grievance at this level.
 - b. The term "business days" as used in this Article does not include Saturdays, Sundays or Holidays recognized by Slate.
3. Step 2.
 - a. If the grievance is denied at the first step or Slate has not responded to the grievance within twenty (20) business days of the grievance's presentation, the Guild may make a written request to hold a grievance meeting by sending the request to Slate's CEO, President or Editor-in-Chief within ten (10) business days of the grievance denial or the expiration of the twenty (20)-day period specified in step 1.
 - b. Within twenty (20) business days of receipt of the request, a grievance meeting will be held between the parties at a mutually agreeable time and location. No more than three (3) persons, including the grievant, shall attend for the Guild. Slate will respond in writing to the grievance within twenty (20) business days after the date of the grievance meeting. Slate's failure to meet this time period for responding will be deemed a denial of the grievance.
4. Step 3: Arbitration.
 - a. Absent resolution of the grievance at step 1 or 2, the Guild may, within twenty (20) business days of the grievance meeting submit a written demand for arbitration to Slate's CEO, President, or Editor-in-Chief. The demand for arbitration shall fully describe the specific issues(s) and specific provision(s) of the Agreement to be arbitrated, as well as the specific relief sought. Slate and the Guild will select an arbitrator and schedule a mutually agreeable hearing date.

b. If the parties cannot select an arbitrator within twenty (20) business days by individual designation, an arbitrator will be selected within the next twenty (20) business days by alternately striking names from a standing panel of five (5) arbitrators selected by the parties, with Slate 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 may be removed from the panel, after which the parties will, within thirty (30) days, select another arbitrator for the panel.

c. The decision of the arbitrator shall be final and binding; however, neither party waives any legal rights. The arbitrator shall not have the authority to amend or modify, add to or subtract from the provisions of this Agreement.

d. Matters left to the discretion of Slate (including without limitation the management rights enumerated in Article IV) throughout this Agreement, and matters left unrestricted by any contract provision, shall not be subject to arbitration. Slate and the Guild agree that there are no mutually acknowledged past practices that have any contractual or otherwise legally enforceable application between them.

e. All jointly incurred costs of arbitration shall be shared equally by the parties to this Agreement, except that neither party will be responsible for the cancellation or postponement fees incurred by the other party's late cancellation or postponement of an arbitration.

g. The parties' rights to arbitrate grievances shall be effective only during the term of this Agreement.

5. Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Absent extension, failure to file or process a grievance, or failure to move a grievance to arbitration, within the time periods set forth in this Article shall constitute a waiver of the grievance.

6. Guild Grievances. Grievances brought on behalf of the entire bargaining unit or the Guild may be brought initially at step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to Slate's CEO, President or Editor-in-Chief within twenty (20) business days from the date that the Guild knew or should have known of the grievance. The grievance shall state in full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, the Guild shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

7. Employer Grievances. Grievances brought on behalf of Slate may be brought initially at step 2 of the grievance procedure by forwarding a written copy of the grievance and a request for a grievance meeting to the WGAE within twenty (20) business days from the date that Slate knew or should have known of the grievance. The grievance shall state in

full the exact nature of the complaint, the specific provision(s) of the contract alleged to have been violated, and the specific nature of the relief sought. In the event of such a grievance, Slate shall be bound by the additional timelines and requirements set forth in step 2 and step 3.

ARTICLE XV – NO STRIKES OR LOCKOUTS

During the term of this Agreement, Slate agrees not to engage in any lockout of employees covered by this Agreement, and the WGAE and employees covered by this Agreement agree not to engage in any strike or sympathy strike, work stoppage, slowdown, sitdown, concerted refusal to work or other interference with or stoppage of work. Any employee engaging in such conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

ARTICLE XVI – LABOR-MANAGEMENT COMMITTEE

1. Slate and the Guild will establish a Joint Labor-Management Committee for the purpose of meeting and discussing employee concerns and matters affecting relations between the parties, including, among others, training, new technology, methods of operation and work processes, and other such matters. The committee will meet once a quarter during the term of this Agreement. In addition to up to two WGAE staff members, Slate and the Guild shall each appoint two (2) Slate-employed representatives to the committee; however, additional participants with relevant knowledge or information may attend, with advance notice to the other party.
2. It is the parties' intent that Labor-Management Committee discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. The Labor-Management Committee will not receive or adjudicate grievances. To facilitate open dialogue, discussions of the Labor-Management Committee, including disagreements over matters discussed in the Committee, shall not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE XVII – MINIMUM SALARIES

1. Minimum Annual Salaries. Below are the minimum salaries for all bargaining unit positions.

| Position | Minimum Annual Salary |
|-----------------------------------------|-----------------------|
| Assistant Editor | \$55K |
| Assistant Managing Editor | \$68K |
| Assistant Producer | \$53K |
| Assistant Social Media Editor | \$51K |
| Associate Editor | \$65K |
| Associate Producer | \$58K |
| Audience Engagement Editor | \$56K |
| Business Editor | \$90K |
| Business and Technology Editor | \$90K |
| Copy Chief | \$62K |
| Copy Editor | \$51K |
| Correspondent (inclusive of iterations) | \$70K |
| Culture Editor | \$90K |
| Editorial Assistant | \$51K |
| Features Director | \$95K |
| Features Editor | \$85K |
| Managing Editor | \$80K |
| Managing Producer | \$80K |
| News Editor | \$80K |
| Night Editor | \$58K |
| Operations Manager | \$70K |
| Politics Editor | \$90K |
| Producer | \$60K |
| Production Assistant | \$51K |
| Reporter | \$64K |
| Senior Audience Engagement Editor | \$70K |
| Senior Editor | \$75K |
| Senior Writer | \$70K |
| Senior Producer | \$75K |
| Social Media Editor | \$54K |
| Supervising Producer | \$80K |
| Technology Editor | \$90K |
| Writer (inclusive of iterations) | \$54K |

2. Pay Above Minimums. Slate has the discretion to pay new and current employees above the minimum rates in paragraph 1 above, taking into consideration the employee's performance, experience, skills, qualifications or other relevant factors.

3. Annual Increases. Effective the first full payroll period in January 2019 (which began on January 6, 2019), and effective January 1, 2020 and January 1, 2021, Employees will be paid an annual increase that corresponds to the increase specified below for their salary band:

| | Base Salary Band A \$0-\$69,999 | Base Salary Band B \$70K-\$89,999 | Base Salary Band C \$90K-\$99,999 | Base Salary Band D \$100K + |
|--------------------|---------------------------------------|-----------------------------------------|-----------------------------------------|-----------------------------------|
| Annual Increase | 3% | 2% | 1.5% (2019 only) 1% (2020, 2021) | 1% |

4. Merit Pay. In addition to the minimum wage rates set forth in paragraph 1 above, Slate may in its discretion pay merit increases and/or enter into individual agreements addressing compensation. In exercising this discretion, Slate may take into consideration the employee's performance evaluations and other relevant factors, including but not limited to Slate's business and operational needs. Slate's decisions with respect to merit pay or entering into individual agreements shall not be subject to bargaining or arbitration under this Agreement.

5. Employees who are offered and accept a promotion into a position with a higher minimum salary will be paid at least the minimum salary for the new position.

6. Duration. Slate has no obligation to pay wage increases after the expiration of this Agreement, as part of the status quo, prior to the execution of a successor contract.

ARTICLE XVIII – VACATIONS

1. Vacation.

- a. Employees shall receive paid vacation in accordance with the following schedule:

| Length of complete calendar years of service: | Days per year: |
|------------------------------------------------------|---------------------------|
| 0-4+ years | 15 days |
| 5-9+ years | 20 days |
| 10+ years | 25 days (maximum accrual) |

b. Employees will have vacation available for use in the calendar year on January 1 of each year in accordance with the schedule in paragraph 1(a) based on their completed calendar years of service.

c. Slate may agree to provide additional vacation to an employee in its sole discretion.

d. During their first partial calendar year of employment, new employees shall be allotted vacation for use during the calendar year on a prorated basis tied to the employee's start date.

e. Upon separation, employees who have not used all of their paid vacation will be paid for their unused vacation on a pro rata basis, up to a maximum of ten (10) days, unless otherwise required by law, provided that the employee's vacation has been accurately reported and the employee's vacation records are up to date and further provided that the employee provides Slate with least ten (10) working days' notice. For purposes of determining pro rata payouts upon separation, vacations will be considered to accrue as follows:

| Eligible Days of Vacation: | Accrual Rate: |
|-----------------------------------|----------------------|
| 15 | 1.25 days per month |
| 20 | 1.67 days per month |
| 25 | 2.08 days per month |

2. Scheduling Vacation.

- a. Requests for vacation time must be made in advance through Workday or whatever Human Resources Information System is in place at the time. Requests should be made as early as possible, but no less than two (2) weeks prior to the start of the vacation. Slate has the discretion to approve or deny vacation requests and to determine vacation schedules, taking into account operational and staffing needs and other business considerations.
- b. Slate may designate black-out periods when employees will not be allowed to take vacation.

- c. Employees may take vacation time in full-day or half-day increments.
- 3. Reporting.
 - a. Employees must accurately report the number of vacation days taken.
 - b. Vacation shall not be charged to an employee who becomes sick during vacation if the employee provides the employer with doctor certification of illness for the period to be charged to sick leave.
- 4. Carry-Over. Employees are encouraged to use their vacation time before the end of each calendar year. Up to ten (10) days of unused vacation time may be carried over from one year to the next.

ARTICLE XIX – SICK LEAVE

Employees shall earn and may take paid sick leave as follows, unless otherwise required by law:

(a) Employees are eligible for seven (7) days of paid sick leave in each calendar year, credited as of January 1 of each year. Employees during their first year of employment will be eligible for a pro-rated amount of sick leave based on the employee's start date. Employees may use sick leave in increments of four (4) hours or more.

(b) Employees requesting to use sick leave for foreseeable absences must provide the Company with reasonable advance notice of the need to use sick leave that is not less than seven (7) days prior to the absence, or as soon as practical for unforeseeable absences.

(c) Employees may use sick leave when the Employee is unable to work due to his or her own injury, illness, or medical condition or for medical care, treatment, or diagnosis, or to care for a family member's injury, illness, or medical condition or for medical care, treatment, or diagnosis or for any other reason allowed under the New York City Paid Safe and Sick Leave Law, District of Columbia, California, and other states to the extent applicable, including without limitation conditions related to domestic violence. "Family member" shall mean: child (biological, adopted, or foster child; legal ward; child of an Employee standing in loco parentis), grandchild, spouse, domestic partner, parent, grandparent, child or parent of an Employee's spouse or domestic partner, sibling (including a half, adopted, or step sibling) and any other individual related by blood to the employee or whose close association with the employee is the equivalent of family.

(d) Unused sick leave may roll over from one year to the next, but can carry a balance of no greater than ten (10) days per calendar year. Sick time will not be paid out upon termination from employment for any reason.

(e) Sick leave will run concurrently with FMLA where applicable, and with any other qualifying paid or unpaid leaves of absence.

(f) If an Employee is absent for three (3) or more consecutive work days, the Company may require an Employee to submit documentation from a medical professional.

(g) Employees who misuse sick leave may be subject to disciplinary action, up to and including the termination. Examples of misuse include, but are not limited to: requesting sick leave on days when an employee's request for vacation has been denied or a pattern of requesting sick leave on Mondays or Fridays (or other consistent days) or immediately following a vacation day or holiday.

(h) Slate and the Guild agree that the benefits offered under this Agreement are comparable to or exceed those provided under the New York City Earned Safe and Sick Tie Act and, therefore, agree to waive any requirements of the Act that are inconsistent with this Agreement.

ARTICLE XX – OTHER LEAVES

1. Parental Leave.

Slate offers eight (8) weeks of parental leave at full pay for bonding. Birth parents, adoptive parents, foster parents, and parents welcoming a child born through surrogacy are eligible for the benefit. New parents may take leave all at once after the child's arrival or in no less than daily increments over the course of twelve (12) months after the birth or adoption of the child.

Eligibility

- Employees eligible for paid parental leave include birth parents, parents of a newly adopted child or foster child, and parents welcoming a child born through surrogacy.
- Only full-time, regular employees of Slate are eligible for paid parental leave.
- Part-time or temporary employees are ineligible for paid parental leave. Freelance workers and contributors are not considered to be employees and are therefore ineligible for paid parental leave.
- There is no waiting period to access paid leave; employees are eligible as of the date their employment commences.
- If both parents are employees, both may access the benefits of this policy.

Requirements for taking leave

- Paid parental leave must be taken within twelve (12) months of the birth or adoption of the child.
- Employees wishing to split up the leave during the first year may do so in communication with their manager, but parental leave is not to be taken in less than daily increments and schedules must be established in consultation with the employee's supervisor.
- Parents who reside or work in the State of New York are required to file for New York State Paid Family Leave. To the extent applicable, State leave will run concurrently with paid family leave.
- Employees are encouraged to share their leave plans with HR or their manager at least three months before they plan to be out, if possible, but employees must give at least thirty (30) days' notice of their foreseeable plans.

Coordination with other policies and programs

Paid Time Off At Slate management's discretion, Employees may use accrued vacation or sick days to extend the duration of leave. Paid company holidays occurring during leave do not extend the leave, nor do Employees receive additional pay for holidays.

Birth mothers who reside or work in the State of New York are required to file a statutory disability claim through The Hartford, the Company's provider.

Disability may not be taken at the same time as paid family leave and will not run concurrently. Slate will supplement the pay of anyone receiving short-term disability related to the birth of a child for up to four (4) weeks so that the employee receives full pay for that time.

Family Medical Leave Act (FMLA) – Employees should consult Human Resources regarding their ability to take FMLA leave.

Paid parental leave taken under this policy will run concurrently with FMLA-eligible leave under the FMLA. This means that any paid parental leave will run at the same time and count toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply.

2. Bereavement Leave.

- a. Employees may take up to five (5) consecutive work days of bereavement leave in the event of the death of an immediate family member. "Immediate family member" means an employee's spouse, domestic partner, child (step, natural, or adopted), son- or daughter-in-law, parent (step, natural, or adopted), parent-in-law, brother- or sister-in-law, sibling (step, natural, or adopted), or grandparent. The Employer may extend the paid leave in its discretion if the Employee is required to travel as a result of the family member's death.
- b. Employees will receive pay for bereavement leave only for those calendar days that fall within their regularly scheduled work week.

3. Jury Duty Leave. An employee who is required to serve on jury duty shall be paid his or her regular salary while serving, minus any fees received from the court. An employee absent for jury duty shall be expected to spend as much time (within regular working hours) performing work for Slate as is not required for jury duty.

ARTICLE XXI – HOLIDAYS

1. Named Holidays. Slate recognizes the following twelve (12) paid holidays for unit employees: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve. Slate will announce each year the dates on which these holidays will be observed. In the event that a holiday falls on a weekend, the company shall observe the holiday on the Friday before or Monday after, at the Company's discretion.

Employees may identify to their managers two holidays at the beginning of the calendar for which they would like to work and substitute a floating holiday, as well as the day on which the Employee would like to use as a floating holiday.

2. Work on Holidays.
 - a. Slate has the right to require employees to work on a holiday for business or operational reasons.
 - b. In addition to receiving their regular salary, employees who are required to work a full day on a holiday (not including those who opt to use a floating holiday instead) will be allowed to schedule an alternative day and a half off with pay, which must be scheduled and taken at a mutually agreeable within sixty (60) days of the holiday worked.

ARTICLE XXII – INSURANCE

1. Benefits.

- a. Employees are eligible for coverage under the Graham Holdings Company's Flexible Benefits Plan, or any successor plan implemented in connection with the Patient Protection and Affordable Care Act as amended ("Affordable Care Act") or any other health care legislation or regulation ("Plan"), in accordance with the Plan's terms, which are hereby incorporated into this Agreement. Administration of the Plan, including selection of the administrator, selection of any insurers and implementation of plan audits, shall reside solely in the Company's discretion and shall not be subject to arbitration or bargaining during the term of this Agreement and after its expiration.
- b. Employees will be eligible to participate in the benefit programs applicable to other SLATE employees under the Plan in accordance with the terms and conditions of such programs, including the medical and prescription drug program, dental program, employee life insurance program, accidental death and dismemberment program, dependent life insurance program, long-term disability insurance program, short-term disability insurance program, pre-tax dependent care program, Healthy Premium and/or other wellness or health incentive programs. During the term of this Agreement and after its expiration, and in recognition of the fact that the Plan and its component programs also cover employees outside the bargaining unit, Slate may add to, modify or terminate the Plan and/or any component programs, provided that any such actions apply on the same basis to all similarly-situated non-Guild-covered Slate employees, and such actions shall not be subject to arbitration or bargaining.
- c. During the term of this Agreement and after its expiration, Slate will determine the premium costs and percentage contributions for employees under the Plan, which may be adjusted by Slate in its discretion in connection with annual Open Enrollment, provided that unit employees' percentage share of the premiums will be no more than the percentage share applicable to non-Guild-covered Slate employees. Employees' share of the premiums shall be collected through payroll deductions, consistent with the terms of the Plan and in amounts reflecting employees' elections during annual Open Enrollment

2. Insurance Changes. During the term of this Agreement and after its expiration, Slate has the right to make annual plan design changes, and changes in the benefits offered under the Plans, including changes in coverages, deductibles, out-of-pocket maximums, incentives, surcharges and co-payments, provided that such changes apply on the same basis to other Slate employees covered under the Plans. In addition, Slate has the right to make changes in the Plans that it deems necessary or appropriate in connection with the ACA or any other federal or state laws governing employer-provided health care, including the need to comply with any statutory requirements or to avoid penalties or taxes, provided that such changes apply on the same basis to other Slate employees covered under the Plans. The changes authorized under this provision shall not be subject to arbitration or bargaining with the Guild.
3. Termination of Coverage. Slate reserves the right to terminate the coverage of any employee for reasons permitted under the terms of the Plan, including but not limited to the employee's failure to contribute the employee's portion of the premium. If an employee is absent from work on an approved unpaid leave of absence for a period of thirty (30) days or more, Slate shall not be required to make Slate's percentage contribution on behalf of such employee after such thirty (30) day period. Slate has no obligation to continue to contribute to the cost of health insurance for employees engaged in any strike, sympathy strike or other work stoppage.

ARTICLE XXIII – SAVINGS PLAN

1. Eligibility. All employees are eligible to participate in the Tax Deferral and Savings Plan (“Savings Plan”) on their first date of hire in accordance with the terms of the Savings Plan, which is incorporated by reference into this Agreement.
2. Matching Contribution. Bargaining unit employees are eligible for a one (1) percent company matching contribution after completing one (1) year of eligibility service under the Plan.
3. Plan Changes. Administration of the Plan resides solely in Slate’s discretion. During the term of this Agreement and after its expiration, Slate has the right to terminate the Plan, to combine it with another 401(k) Plan, or to amend the Plan, including to make plan design changes, changes in investment managers, changes to require automatic enrollment with an opt-out, and changes in investment options; as long as such changes are applicable to all other Slate participants in the Plan, such changes shall not be subject to arbitration or bargaining.

ARTICLE XXIV – CASH BALANCE PLAN

1. Eligibility. Employees are eligible to participate in the Cash Balance Plan upon completion of their “eligibility year of service” in accordance with the terms of the Cash Balance Plan, which is incorporated by reference into this Agreement.
2. Pay Credits. Eligible employees will be credited with “pay credits” as a percentage of their “eligible compensation,” as defined by the Cash Balance Plan. The percentage of eligible compensation that will be credited varies depending on the employee’s years of credited service, according to the following schedule:

| Years of Credited Service | Pay Credit as a percentage of eligible compensation |
|----------------------------------|------------------------------------------------------------|
| Less than 5 | 2.25% |
| At least 5 but less than 10 | 2.75% |
| At least 10 but less than 20 | 3.25% |
| 20 or more | 3.75% |

3. Interest Credits. In addition to the compensation-based credits in paragraph 2 above, Slate participants with an account balance will also earn interest credits each year, as defined and determined under the Cash Balance Plan.
4. Vesting. Accrued benefits shall vest upon either (i) an employee reaching age 65 while employed by Slate, or (ii) an employee completing three (3) years of “vesting service,” as defined by the Cash Balance Plan.
5. Plan Changes. Administration of the Plan resides solely in Slate’s discretion. During the term of this Agreement and after its expiration, Slate has the right to amend, suspend or terminate the Cash Balance Plan, or merge the Plan with other retirement plans, consistent with the terms of the Plan and applicable law. As long as such changes are applicable to all other Slate participants in the Cash Balance Plan and do not reduce their accrued and vested benefits, such changes shall not be subject to arbitration or bargaining.

ARTICLE XXV – SECURE RETIREMENT ACCOUNT PLAN

1. Eligibility. All employees are eligible to participate in the Secure Retirement Account Plan (“SRA Plan”) upon completion of their “eligibility year of service” in accordance with the terms of the SRA Plan, which is incorporated by reference into this Agreement.
2. Pay Credits. Eligible employees will be credited with “pay credits” as a percentage of their “eligible compensation,” as defined by the SRA Plan. The percentage of eligible compensation that will be credited varies depending on the employee’s years of credited service, according to the schedule set forth in the plan, which currently provides:

| Years of Credited Service | Pay Credit as a percentage of eligible compensation |
|----------------------------------|------------------------------------------------------------|
| Less than 5 | 3.20% |
| At least 5 but less than 10 | 3.70% |
| At least 10 but less than 20 | 4.10% |
| 20 or more | 4.5% |

3. Interest Credits. In addition to the compensation-based credits in paragraph 2 above, Slate participants with an account balance will also earn interest credits each year, as defined and determined under the SRA Plan.
4. Vesting. Accrued benefits shall vest upon either (i) an employee reaching age 65 while employed by Slate, or (ii) an employee completing three (3) years of “vesting service,” as defined by the SRA Plan.
5. Plan Changes. Administration of the Plan resides solely in Slate’s discretion. During the term of this Agreement and after its expiration, Slate has the right to amend, suspend or terminate the SRA Plan, or merge the SRA Plan into other retirement plans, consistent with the terms of the Plan and applicable law. As long as such changes are applicable to all other Slate participants in the SRA Plan and do not reduce their accrued and vested benefits, such changes shall not be subject to arbitration or bargaining.

ARTICLE XXVI - TERMS

The terms and conditions of employment contained in this Agreement are minimums only, and nothing in this Agreement shall prohibit Slate from providing, or an employee from individually negotiating and obtaining, better terms and conditions than the minimums set forth in this Agreement.

ARTICLE XXVII – SAVINGS AND SEPARABILITY/LEGAL COMPLIANCE

1. In the event that any provision of this Agreement is determined to be in violation of any federal, state or local law or regulation, such provision shall be deemed of no force and effect, without impairing the validity and enforceability of the remaining provisions of the Agreement.
2. Nothing in this Agreement shall be construed or applied so as to be in violation of any local, state or federal law or regulation.

ARTICLE XXVIII – TERM OF CONTRACT

This Agreement shall be effective as of ratification and shall continue in full force and effect up to and including December 31, 2021, and shall continue from year to year thereafter unless either of the parties hereto shall give to the other sixty (60) days' notice prior to its original termination date and prior to the end of any subsequent year of an intention to terminate the Agreement.

XIX – COMPLETE AGREEMENT

1. Slate and the Guild agree that they have had a full opportunity to make bargaining demands and proposals during negotiations leading to this Agreement, that they have fully settled all matters relating to wages, hours and other terms and conditions of employment for the duration of this Agreement, and that neither Slate nor the Guild is obligated to engage in mid-term bargaining over such matters.
2. There shall be no modification or amendment of this Agreement during its term, except by mutual written agreement signed by both Slate and the Guild.

Date: January 16, 2019



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