

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO

AND

TPM MEDIA LLC

May 30, 2019 – May 29, 2022

COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE 1 - RECOGNITION

The Company recognizes the Guild as the exclusive collective bargaining representative within the meaning of Section 9(a) of the National Labor Relations Act (the "Act") of the regular full-time and regular part-time news writers, prime editors, senior political correspondents, reporters, social media editors, front page editors, assistant editors and investigations desk reporters employed by TPM Media LLC for the creation of written content for the TPM Media LLC-owned and -operated website TalkingPointsMemo.com, excluding all other employees, managers, clerical employees, guards, professional employees and supervisors as defined in the Act.

ARTICLE 2 - UNION SECURITY

- A. Except where prohibited by law, the Company agrees that it will not continue any 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 by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required on a percentage basis of gross wages or incorporated with dues so uniformly required shall obligate the Company to discharge such person upon written notice to such effect by the Union unless such dues and/or initiation fees are tendered within thirty (30) days after such notice is received by the Company and the Employee.
- C. Nothing in this Article shall be construed to require the Company to cease employing any Employee if the Company has reasonable ground for believing that:
 - i. membership in the Union was not available to such Employee on the same terms and conditions generally applicable to other members; or
 - ii. such Employee's membership in good standing in the Union was denied or terminated for reasons other than failure of the Employee to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership in good standing.

ARTICLE 3 - DUES CHECKOFF

- A. 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 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 Talking Points Memo, 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:

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

ARTICLE 4 – GRIEVANCE AND ARBITRATION

- A. Except as specifically excluded for elsewhere in this Agreement, any complaint, controversy, dispute, or claim (herein, collectively, a "grievance" or "grievances") between the parties hereto arising during the term of this Agreement with respect to the provisions of this Agreement or its interpretation or any alleged breach thereof, shall be discussed promptly and in good faith by the designated representatives of the parties in an effort to attain an amicable settlement
- B. All grievances must be presented by the grieving party to the non-grieving party in writing, no later than ninety (90) calendar days after the grieving party knew or with due diligence should have known of the circumstances giving rise to the grievance. The

Company and the WGAE shall meet within ten (10) days of receipt of the written grievance.

- C. If the grievance is not resolved, the grieving party may, within ninety (90) days following the grievance meeting (or, if the parties fail to meet as prescribed above, within one hundred twenty (120) calendar days of presenting the written grievance), submit the grievance to arbitration before an impartial arbitrator selected in accordance with the Labor Arbitration rules and procedures of the American Arbitration Association. The arbitrator shall have jurisdiction and authority solely to interpret, apply, and/or determine the meaning of any provision of this Agreement, and shall have no power to change, add to, or subtract from any provision. No award in any such arbitration shall be retroactive to a date more than ninety (90) days prior to the date when the grievance was presented.
- D. The determination of the arbitrator shall be final and binding upon the Company, the WGAE, and/or the represented employee(s); and the costs of the arbitration (*e.g.*, arbitrator's fee, filing fees) shall be borne equally by the Company and the WGAE, and each party shall bear its own other costs, legal fees, and expenses relating to the arbitration.
- E. A failure to submit a grievance or demand arbitration in accordance with the requirements set forth above, including the time limits, shall permanently bar the grievance and/or the arbitration as the case may be. Arbitration shall be the sole and exclusive procedure for resolving disputes hereunder, and the arbitration award shall be a party's sole and exclusive remedy, provided that either party may proceed in court to confirm or vacate an award according to law.
- F. The WGAE agrees and acknowledges that it is unaware of any Company employment policy or practice in effect as of the commencement of the term hereof that violates this Agreement, and the WGAE shall not grieve or otherwise object to any such current policy or practice of which it is aware

ARTICLE 5 – NO-STRIKE/NO-LOCKOUT

During the term of the Agreement, neither the WGAE, nor any represented employees, shall engage in any strike, picketing against the Company, sympathy strike, unfair labor practice strike, or refusal to cross a picket line or any boycott or any other interference in the conduct of the business of the Company for any reason whatsoever. During the term of this Agreement, the Company shall not lock out any represented employees with respect to any operations covered by this Agreement. The WGAE shall take reasonable affirmative steps to assure that its members comply with this provision.

ARTICLE 6 – MANAGEMENT RIGHTS

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

covered by this Agreement.

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

ARTICLE 7 – COMPENSATION

A. The following minimum salaries shall apply during the term of this Agreement:

\$52,000	News writer, Front Page Editor, Social Editor and similar titles
\$56,000	Reporters, Assistant Editor
\$60,000	Investigative Reporters, Prime Editors, Senior Correspondents and similar titles

B. Effective January 1, 2020, no bargaining unit employee shall have a salary less than \$52,000 per year.

C. Bargaining unit employees employed at the ratification, shall on the dates in the attached schedule to this Agreement, and on all subsequent anniversary dates of the dates in the attached schedule during the term of this Agreement, receive an increase to their then current salary according to the increase schedule below or a move to the above minimum salary, whichever is greater. Any employee hired following ratification of this Agreement shall receive on their work anniversary during the term of this Agreement, and all subsequent work anniversaries during the term of this Agreement, an increase to their then current salary according to the increase schedule below:

2.0%	for employees earning over 100,000;
2.5%	for employees earning over \$75,000 and under \$100,000;
3.0%	for employees earning under \$75,000

If during the term of this Agreement a bargaining unit employee receives an increase of at least the above increase for their salary level prior to their work anniversary for any reason, their work anniversary for the purposes of this section shall be reset to the date of

that increase, and they shall not be eligible for their next minimum contractual increase until one (1) year following the reset work anniversary, should that one (1) year date occur during the term of this Agreement.

- D. The parties understand that the Company may, in its sole discretion, grant increases to employees greater than these minimum increases.
- E. No bargaining unit member will have their salary reduced during the term of this Agreement.
- F. Upon promotion to a higher classification, an employee shall receive the minimum for the new position or a meaningful increase, whichever is higher.
- G. For all hours worked on an assigned weekend shift (other than those whose regular schedule includes weekend work), the bargaining unit member shall be paid an additional \$140 per assigned shift. Effective July 1, 2020, for all hours worked on an assigned weekend shift (other than those whose regular schedule includes weekend work), the bargaining unit shall be paid an additional \$150 per assigned shift.
- H. The Company shall provide monthly reimbursement for cell phone usage to Reporters and Senior Correspondents of \$50 per month.
- I. On December 1, 2020 each bargaining unit employee employed by the Company shall receive a \$500 bonus.

ARTICLE 9 – BENEFITS

- A. The Company will continue to offer bargaining unit employees the same health benefits (medical, prescription, dental, and vision benefit plans), including premiums, that it offers to non-bargaining unit employees as may be changed from time to time. If at any time, the Company is materially changing elements of the benefits (insurer, provider networks, premiums etc), the Company shall notify the Union.
- B. The Company shall continue to provide bargaining unit employee with all other benefits provided to non-bargaining unit employees, on the same basis and terms as it offer non-unit employees, which may be changed from time to time

ARTICLE 10 – 401(K)

All employees shall be eligible for participation beginning on the first (1st) day of the month following the date of hire. All bargaining unit employees shall be eligible to participate in the Company 401(k) plan on the same terms and conditions as non-bargaining unit employees, as may be changed from time to time.

ARTICLE 11 – PAID TIME OFF

A. Vacation Time:

- i. Full time bargaining unit employees shall receive fifteen (15) vacation days off per year. Starting after two (2) full years of employment, full time bargaining unit employees shall, in the calendar year following the completion of the second full year of employment, receive one additional day per full year of service with a maximum of twenty-five (25) days per year. Any bargaining unit employee employed at the time of ratification who has at least two (2) full years of service shall receive, for calendar year 2020, one additional day of vacation per full year of service and shall receive their next additional day in the calendar year following the completion of an additional full year of employment..
- ii. Employees are encouraged to use their vacation time before the end of each calendar year. In the event the employee has actively tried to schedule vacation time during the calendar year that the Company has not approved, the employee may schedule in advance up to five (5) days of vacation during the first quarter of the following calendar year.
- iii. Other than for requests for vacation time from Thanksgiving to New Years, within seven (7) calendar days of the vacation request, the Company shall let the employee know whether the vacation has been approved. For Thanksgiving to New Years requests, the Company will continue its current process for handling such requests. Vacations shall not be denied for arbitrary and capricious reasons.
- iv. The Company shall make good faith efforts to approve vacation requests of more than five consecutive days.
- v. When the Company or breaking or ongoing news events require an employee to work more than a de minimus amount during an approved vacations, the employee shall receive additional corresponding vacation time.

B. Jury Duty: The Company shall provide paid leave of absence for jury service.

C. Parental Leave: The Company shall provide bargaining unit employees with ten (10) weeks of paid leave following the birth or adoption of a child. This paid leave shall be gender-neutral (i.e., available to the birth parent, non-birth parent, or legal guardian). The leave may run concurrent with all leave as required by law, and where the employee is eligible for insurance, or local, state or federal funds, the Company shall only be required to supplement funds up to the employee's regular weekly salary.

D. Sick Leave:

- i. An employee shall not be required to disclose the basis for sick leave (including but not limited to medical procedures and appointments) to their supervisor for illnesses less than two days, except where the employee has taken repeated days off

- ii. The Company shall maintain its current sick leave policy or better.
- E. Condolence/Bereavement Leave: The Company shall continue to provide the same bereavement leave or better.
- F. Holidays:
 - i. During the term of this Agreement, the Company shall continue to provide the existing designated holidays or more.
 - ii. The Company shall continue to pay employees two hundred dollars (\$200) for each Company designated holiday that the employee works.

ARTICLE 12 – COMPENSATORY TIME OFF/OVERTIME

- A. Any employee required to work by the Company on a scheduled non-work day or after twelve (12) hours during a normal workday, is eligible for compensatory time off. The use of compensatory time off must be pre-approved by the employee's supervisor in advance, and in writing.
- B. The Company shall comply with all applicable federal, state, and/or local laws regarding overtime.

ARTICLE 13 – MEALS AND TRANSPORTATION

The Company shall continue to reimburse employees for expenses related to work assignments (including travel).

ARTICLE 14 – DISCIPLINE AND DISCHARGE

- A. All employees shall be subject to a ninety (90) days probationary period, during which the Company has the sole discretion to terminate employment.
- B. The Company shall have the right to discipline, demote, suspend, discharge or otherwise take employment related actions with respect to employees for just cause, which shall include but is specifically not limited to:
 - i. misconduct;
 - iii. unsuccessful completion of a performance improvement plan ("PIP");
 - iii. insubordination;
 - iv. failure to comply with Company policies; and/or
 - v. any other action or activity that rise to the level of requiring termination that is not arbitrary or capricious

In addition to any other evidence or justification, the Company may demonstrate that is has just cause through the use of progressive discipline.

Employees discharged for just cause shall not be entitled to severance pay.

- C. Termination for Gross Misconduct: Employees may be terminated immediately for gross misconduct. Examples of gross misconduct include but are not limited to plagiarism, breaches of journalistic ethics, violence, harassment, dishonesty, refusal or failure to perform assigned tasks, unprofessional conduct, theft, fraud and other financial misappropriations. If the union chooses to arbitrate a termination for gross misconduct, the only question for the arbitrator will be whether the alleged misconduct occurred. Employees discharged for gross misconduct shall not be entitled to severance pay.
- D. Termination for Poor Performance/Editorial/Creative Reasons: If the Company determines in its sole discretion that an employee's work product is unsatisfactory or misaligned with the Company's editorial direction or expectations for any reason(s) (c.g., editorial content, editorial quality, editorial style, editorial direction, professional journalistic ethics, subjective creativity concerns), it may discharge the employee. However, prior to being so discharged, an employee shall be given notice of the reason(s) for potential termination and an opportunity to cure of at least one month, or additional notice pay of one month. Such decision shall not be subject to challenge through the grievance and arbitration procedure other than to establish that the Company's decision was made for an editorial, creative or performance-based reason and that appropriate notice was provided.

ARTICLE 15 – LAYOFFS AND SEVERANCE

- A. An employee who is terminated with less than 6 months of employment or who is terminated for just cause or gross misconduct is not entitled to severance pay.
- B. An employee who is terminated after 6 months but less than two years of employment shall, upon execution of a standard Company waiver and release agreement, receive five (5) weeks of severance pay. An employee with at least two years of employment but less than three (3) years of employment shall, upon execution of a standard Company waiver and release agreement, receive six (6) weeks severance pay. An employee with at least three (3) years of employment shall, upon execution of a standard Company waiver and release agreement, receive two (2) weeks severance pay per full year of service, with a maximum payment of twelve (12) weeks of severance pay.
- C. Effective January 1, 2021, an employee who is terminated after 6 months but less than three (3) years of employment shall, upon execution of a standard Company waiver and release agreement, receive six (6) weeks of severance pay. An employee with at least four (4) years of employment shall, upon execution of a standard Company waiver and release agreement, receive two (2) weeks severance pay per full year of service, with maximum payment of twelve (12) weeks of severance pay.

- D. The Company shall maintain the employee on Company benefits for the duration of the severance period.
- E. The Company shall continue its practice of paying out accrued but unused vacation time.
- F. An employee who is laid off and is rehired within one year shall not suffer a break in continuity and shall have their prior years of service counted towards length of service under Article 11.A.
- G. An employee who leaves for other employment before the proposed termination date, but after receiving notice of termination, shall nevertheless receive full severance pay.
- H. The Company shall not require as part of the standard Company waiver and release agreement a non-compete clause, a non-disclosure Agreement that covers claims of harassment, or non-disparagement clauses that do not except from their coverage legitimate journalism for other publications. If asked, the employee may acknowledge the existence of the non-disparagement clause.

ARTICLE 16 – OUTSIDE WORK

Freelance work is permitted by TPM editorial staff under the following terms and conditions:

1. Any freelance work must be approved in advance by an employee's direct supervisor.
2. Freelance work must be done on the employee's own time.
3. The Managing Editor or their designee may approve freelance requests for work that does not, within the Managing Editor's judgment, raise a potential or actual conflict of interest with work TPM is doing or contemplating doing, or create a business or competitive conflict with TPM.
4. The Managing Editor shall approve or reject freelance requests within five (5) business days and will explain any rejections of requests in writing.
5. Employees may bring issues regarding outside work to the labor management committee, but the labor management committee shall have no authority to adjudicate or otherwise change the decision of the Managing Editor.

ARTICLE 17 – REMOTE/FLEX TIME

The Company shall continue its practice of allowing employees to work remotely on Company recognized holidays. The Company shall also continue its practice of allowing employees to work remotely the week of Thanksgiving, and the weeks surrounding Christmas Eve Day and New Year's Day (while usually constituting the two weeks in which those holidays fall, the Company reserves the right to shift the days depending on what day within the week the holidays fall in a particular year). Additionally, the Company will give due consideration to consider requests by unit members to work remotely for full or partial days for scheduling reasons like doctor's visits, transportation issues and home repair appointments. Separately, employees with

at least two years of experience at TPM will also be granted six (6) days a year that they can work remotely, beyond holiday remote work and requests for doctor's appointments, etc. Those requests will be processed like vacation day requests, though management's decision to approve or deny an employee's telecommute request may rely on whether the employee intends to remain within their city of residence on such days. These six (6) days may not be taken in November or December.

Subject to business and operational needs, the Company shall give due consideration to requests by bargaining unit employees to report to work late where they have worked late the prior evening.

ARTICLE 18 – NON-DISCRIMINATION

Bargaining unit employees will not be discriminated based on race, ethnicity, creed, color, national origin, native language or dialect, sex, age, physical or mental disability, marital and/or parental status, family relationship, DACA status, sexual orientation, religion, gender identity, gender expression, veteran status, union activity, or any other factor protected by applicable law. Rather, the parties acknowledge that discrimination shall not be tolerated based on any factor that is not relevant to the Employee's job duties.

The Company shall provide a work environment where people can work together comfortably and productively, free from sexual harassment or harassment based upon any of the factors listed above. Such harassment is illegal under the law and will not be tolerated in the organization.

This policy shall apply to all phases of employment, including recruiting, hiring, promotion or demotion, transfer, layoff or other forms of termination, rates of pay, assignments and benefits.

The Company shall provide for reasonable accommodations for employees pursuant to applicable law. For example, reasonable work schedule changes for religious observances and holidays, reasonable family status accommodations for such responsibilities as breastfeeding and child care, reasonable accommodations for transgenders employees, and reasonable accommodations for persons with disabilities.

If an alleged violation of this Article is not resolved by the Union's filing and processing of a grievance under this Article, the aggrieved employee or employees shall choose whether to pursue the matter through the arbitration provisions of Article 4 or in a court of competent jurisdiction, but he, she or they shall not pursue both. If the employees select arbitration as the forum for their own private discrimination claims, they may be represented by counsel of their own choosing. To the extent the applicable statute references a court of law, the arbitral forum shall be deemed to stand in the place of the court of law. The time limits for filing and responding to any statutory claim shall be the same as set forth in the applicable statute.

Once arbitration has been initiated under this Agreement, an employee shall not file or pursue a complaint in court based on allegations arising out of or relating to the same operative facts. Similarly, once a Complaint has been filed in court, no arbitration based on allegations arising out of or relating to the same operative facts shall be pursued.

Nothing in this provision shall be interpreted as limiting an Employee's right to file a charge of discrimination with any or all federal, state or local governmental agency having authority to investigate alleged violations of applicable anti-discrimination laws.

ARTICLE 19 – LABOR-MANAGEMENT COMMITTEE

A committee comprised of two (2) Union members and two (2) Company representatives will convene within 60 days of the ratification of this Agreement. The committee shall meet quarterly to discuss issues of mutual concern.

ARTICLE 20 – UNION INFORMATION

- A. Within five (5) days of a new hire's date of employment, the Company will provide, upon request from the employee, and at reasonable times consistent with the needs of the business, time for the employee to meet with a Shop Steward to review the terms of the collective bargaining agreement.
- B. Job Postings: Bargaining Unit Job Postings will include "this is a position covered under the Writers Guild of America East Collective Bargaining Agreement"
- C. In addition, in the event the employment of any bargaining unit terminates, the Company shall notify the Guild within 2 (two) business days of termination, of the name of the employee and the date of termination
- D. The Company shall furnish to the Guild in writing, within one week after a new employee's employment commences, the employee's name, date of birth, address, telephone number, work email, self-reported gender, minority group status (if such information is obtained by the Company at the time of hire), date of hire, job title, and salary.

ARTICLE 21 – INTELLECTUAL PROPERTY

- A. If the Company agrees to permit a full-time or part-time employee to perform work for a third party, the Company shall have no rights in such work, but they may not use any Company IP, resources or time in the creation of such work.
- B. Employees may request the right to use work created for the Company. Such decision shall be in the sole discretion of the Company

ARTICLE 22 – HEALTH AND SAFETY/SEXUAL HARASSMENT/WORKPLACE CULTURE

- A. The Company shall provide its employees with a healthy and safe work environment.
- B. The Company shall continue to enforce its Anti-Harassment policy.

- C. Additionally, all employees shall be informed of the policy on an annual basis and the Labor Management Committee shall make an effort to raise awareness of the Company's Harassment policy, including the means by which complaints may be made.
- D. The employee may bring a union representative with them to meetings in which they wish to make a harassment complaint. Should a union representative accompany an employee to such a meeting, the union representative must sign a Non-Disclosure Agreement. Any union representative who accompanies a complaining employee may not be involved in any way in representing an employee against whom the complaint has been made.
- E. Employees shall not be retaliated against for making claims under this Agreement.

ARTICLE 23 – PROMOTIONS/VACANT POSITIONS

- A. If an employee request for an additional raise, promotion, or title change is accepted or denied, their supervisor, in the case of a denied, promotion/raise/title change, shall explain the decision.
- B. The Company shall notify all bargaining unit employees, by email or similar method, of any vacancy in an existing or newly created bargaining unit position it intends to fill by seeking candidates.

ARTICLE 24 – EDITORIAL STANDARDS

- A. The Company will maintain written job descriptions, which may be changed from time to time with notification to the union.
- B. The Company shall make reasonable efforts to maintain its social media guidance, an editorial styles manual and on boarding instructions in a central directory that is accessible to employees (i.e. TPM wiki). Failure to abide by this provision shall be non-arbitrable.
- C. An employee shall not be required to write anything for publication that is demonstrably false.
- D. The Employer shall make commercially reasonable efforts to assist employees not dismissed for cause in reviewing their old emails, voicemails, or contacts following a separation, for the two weeks following a separation.
- E. An employee's byline or credit line shall not be used over the employee's protest.
- F. As has always been the Company's practice, no bargaining unit-employee may be required to work on content for which an advertiser or sponsor has final approval over content in the published work.

ARTICLE 25 – DIVERSITY

- A. The parties share a commitment to diversity, equity, and inclusion in editorial staff.

B. Open Job Positions:

All open job positions for which the Company is conducting a public job search will be posted for a minimum of one (1) week. The Employer will make a sustained effort to circulate posting and recruit candidates from groups that have been traditionally under-represented within the journalism industry.

To further this goal, the Employer shall make good faith efforts to interview diverse candidates for every posted bargaining unit position.

- C. The Company shall include a bargaining unit employee on the Strategy Council. The Union have sole discretion in the bargaining unit employee representative on the Strategy Council, so long as that employee has worked for TPM for a minimum of three years. Said employee will also be kept apprised of efforts to fill open positions. An employee selected to participate in Strategy Council meetings shall keep all information discussed at those meetings confidential to TPM employees and WGAE staff only (and WGAE staff shall keep such information strictly confidential). Should the Strategy Council be dissolved, this Agreement shall be reopened for the limited purpose of discussing an alternative to address these issues.
- D. The Employer shall inform the Labor Management Committee of open positions at TPM for which the Company is conducting a public job search, and a list of places where open positions are posted, circulated or otherwise disseminated (e.g., websites, listservs, social media groups), This information shall describe any specific activities being undertaken to target recruiting applicants from groups traditionally underrepresented in the media (e.g., attending the annual convention of the National Association of Black Journalists “NABJ”).
- E. The Company shall make good faith efforts to increase representation of women and people of color throughout the Company, including in management positions. This provision shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 26 – MEETINGS WITH SUPERVISORS

- A. Each unit employee has the right to meet with their supervisor once per year to discuss their performance, and career opportunities.
- B. The Company shall hold a minimum of two (2) all-hands staff meetings (including Editor in Chief) per year Participants may telecommute and the Company shall have no obligation to pay for travel expenses for anyone to attend such meetings.

ARTICLE 27 - INTERNS

Should the Company decide it wishes to use interns within the editorial department, it shall meet and bargain with the Union over the use of such interns.

ARTICLE 28 – LEGAL DEFENSE

If any bargaining unit 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 of authorized work for the Company at the direction of an authorized agent of the Company, TPM shall defend and provide legal counsel for the employee at TPM's expense. Final selection of such counsel will be at the discretion of the Company. TPM and the involved employee shall notify each other immediately upon receiving notice of such litigation or threat of litigation.

The legal support described above is subject to customary exceptions such as any dishonest, fraudulent or criminal act or omission, or any intentional or knowing violation of the law or policies. If an employee has questions regarding the policies or guidelines applicable to his or her specific duties, the employee should reach out to this or her manager and the legal team.

ARTICLE 29 – SEPARABILITY, SAVINGS AND SUCCESSORSHIP

- A. If any provision of this Agreement violates or requires either party to violate any applicable laws, to that extent, such provision shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.
- B. In the event any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties shall enter into immediate collective bargaining negotiations for the limited purpose of arriving at a satisfactory replacement for such Article or Section during the period of invalidity or restraint.
- C. The Company agrees that it will not assign its business without expressly providing in the contract of assignment that the assignee shall be bound by all of the terms of this Agreement.

ARTICLE 30 – TERM OF AGREEMENT AND NEGOTIATIONS

A. This Agreement shall be effective as of the ratification (May 30, 2019) and shall continue in full force and effect for three years following the ratification of this Agreement, 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.

B. In the event of an inadvertent failure by either party to give the notice set forth in Section A of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of the Agreement. If notice is given in accordance with the provisions of

Schedule of Bargaining Unit Increase Anniversary Dates at Time of Ratification

Name:	Date of Next Increase:
Cristina Cabrera	May 1, 2019
Summer Concepcion	July 1, 2019
Cameron Joseph	July 18, 2019
Josh Kovensky	October 22, 2019
Nicole LaFond	July 1, 2019
John Light	February 1, 2020
Caitlin MacNeal	May 1, 2019
Kate Riga	March 26, 2019
Matt Shuham	May 6, 2020
Tierney Sneed	September 1, 2019

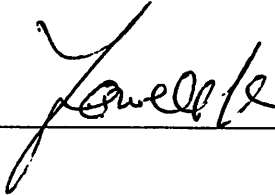
this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

SIGNED this ____ day of _____, 2019, at New York, New York.

TPM MEDIA LLC

By: _____

WRITERS GUILD OF AMERICA, EAST,
INC., AFL-CIO

By: _____