

AGREEMENT

Between

POLITICO LLC

and

**Washington-Baltimore News Guild,
TNG-CWA Local No. 32035**

February 1, 2024 – January 31, 2027

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PREAMBLE

This COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is made February 1, 2024 by and between POLITICO LLC (the “Company” or “POLITICO”), and the Washington Baltimore News Guild, TNG-CWA Local 32035 (the “Guild” or “Union”) acting for and on behalf of itself and all Guild bargaining unit employees of POLITICO.

ARTICLE I RECOGNITION AND SCOPE

A. Unit. POLITICO recognizes the Guild as the exclusive collective bargaining representative of all full-time and regular part-time editorial employees employed in the United States by POLITICO LLC as defined in the 2021 Voluntary Recognition Agreement between the Company and the Guild attached hereto as Appendix A

("VRA"), with the following additional titles included in the unit: Junior Photo Editor, Newsroom Full Stack Developer, Newsroom Web Developer and Strategy Editor.

B. Unit Exclusions. The bargaining unit excludes the job titles and other positions set forth in Section II. B of the VRA as well as Senior Managing Editors.

C. New Positions. POLITICO has the right to create new managerial, supervisory, or confidential positions that are excluded from the bargaining unit as long as the new position does not result in layoff, or elimination of a bargaining unit position. When POLITICO creates a new editorial position, that is not a supervisor, manager or confidential employee, with a title not included in the bargaining unit, it will notify the Guild in writing at least fifteen (15) calendar days prior to filling the position, and bargain over the minimum salary for the position during the fifteen-day period. Disputes under this paragraph shall not be subject to the grievance and arbitration provisions of this Agreement. Nothing in this Article shall be construed as limiting either parties' rights under the National Labor Relations Act.

D. Temporary Employees.

1. A "temporary employee" is an employee whom POLITICO hires directly as a temporary employee or retains as a temporary contractor through a staffing agency. No bargaining unit employee shall be laid off, and no bargaining unit position shall be eliminated, as a direct result of the use of temporary employees.
2. POLITICO 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. POLITICO may employ temporary

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employees for up to nine (9) months, or for the duration of the leave coverage, or temporary project, whichever is longer. Temporary positions with third party contractual term commitments may last up to twelve (12) months, or longer if agreed to by Politico and the Guild. Any temporary assignment may be extended by mutual agreement of the Employer and the Guild. The Guild shall be notified within a reasonable period of time after a temporary employee is engaged pursuant to this Article I.D as to the nature of such a project and its duration.

3. Temporary employees are not covered by this Agreement and are not eligible for any of the benefits provided in this Agreement except as covered below.
4. A temporary employee, while employed as a temporary employee, shall be eligible to apply to jobs at the company during the period reserved for internal applicants pursuant to Article XVII .
5. The hire date for any temporary employee who is converted to regular employment

without a break in service shall be the date they were hired as a temporary employee. A temporary employee who has a break in service of up to 12 (twelve) months shall be credited with the time they worked as a temporary employee.

6. Article XV (Holidays) apply to temporary employees while they are assigned on a full-time basis.

E. Part-time employees.

1. Part-time Employees. A regular part-time employee is an employee who is not hired on a full-time basis and who works, on average, less than forty (40) hours per week; regular part-time employees are included in the unit and covered by this Agreement if they are hired to work at least 15 hours a week or if they actually work, on average, 15 hours a week over a six-month look-back period (i.e., January through June, or July through December) that includes at least 16 weeks of continuous employment. Regular part-time employees shall receive all the benefits of this Agreement on a pro rata basis, except as otherwise specified in this Agreement and/or the relevant benefit plan. Part-time employees shall not be regularly scheduled to work more than five (5) days in a workweek. Part-time employees may apply to any open job positions and will be considered as an internal applicant.

2. Part-time employees shall not be used where such use eliminates a full-time position, unless it is mutually agreed between the affected employee and their manager.

F. Interns. An intern is a student currently enrolled in college or a recent graduate, or any individual seeking to gain practical experience in the field of journalism. Interns will not be continuously employed for longer than a six-month period. Any internship may be extended by mutual agreement of POLITICO and the Guild. Interns may apply to any open job positions and will be considered as an internal applicant. POLITICO shall not eliminate a bargaining unit position based on the engagement of an intern.

G. Fellows. A fellow is an early career journalist selected for the POLITICO Fellows program. Fellows will be placed into a full-time role upon successful completion of the program.

ARTICLE II UNION SHOP/UNION RIGHTS

A. To the extent allowed by law, it shall be a condition of employment that all employees covered by this Agreement who are members of the Guild in good standing on the

effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Guild within thirty (30) days after the effective date of this Agreement. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Guild. The foregoing provisions shall be effective in accordance and consistent with applicable federal and state laws.

- B. Guild Meetings. Subject to work needs and availability of space, Guild meetings may be held and attended on the Company's premises, provided such meetings are reasonable in frequency and duration, do not disrupt work, and do not conflict with scheduled POLITICO meetings. The Guild will submit a request to POLITICO for use of space to hold any such meetings at least one week in advance (except for time-sensitive issues or other exigent circumstances where less notice may be accepted) and POLITICO will respond promptly.
- C. The Company shall provide the Guild with a suitable place to maintain a bulletin board for the exclusive use of the Guild in all of its offices.

- D. New hires shall be allowed one hour of work time in the first 30 days of employment to meet with Guild representative(s) to discuss the contract.
- E. Shop Stewards. The Guild shall notify POLITICO of the names of shop stewards once a quarter and upon request. Guild stewards are expected to conduct their representational duties so as not to interfere with POLITICO's business needs. POLITICO will allow stewards a reasonable amount of work time to investigate and handle member complaints and grievances and to attend, on paid work time, disciplinary or grievance meetings and arbitration proceedings that the parties agree to conduct during normal business hours. Attendance at steward training shall not be during work time.
- F. Non-employee Guild representatives agree to comply with all notice, non-solicitation and building security and access procedures applicable to other visitors to POLITICO while on POLITICO's premises and agree not to disrupt or interfere with POLITICO's normal business activities or interrupt employees during their working time. Such access shall be solely for the purposes of representing bargaining unit employees, which shall not include organizing activities, union business meetings, steward training, or other Guild institutional activities.

ARTICLE III

UNION MEMBERSHIP/DUES CHECKOFF

- A. Upon an employee's voluntary written assignment, the POLITICO shall deduct from such

employee's earnings on each pay period and pay to the Guild no later than the 10th day of each month following the month dues are deducted, an amount equal to Guild dues and. Such amounts shall be deducted from the employee's earnings in accordance with the Guild's schedule of rates furnished to the POLITICO by the Guild. Such a schedule may be amended by the Guild at any time and any amended schedules shall be provided to POLITICO prior to taking effect. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment.

B. POLITICO shall make deductions from an employee's wages in accordance with the employee's written authorization and dues schedules certified by the Guild. However, the Guild agrees to indemnify POLITICO for any claims made in connection with dues collected consistent with the Guild's certification or in connection with dues-related information provided by the Guild to bargaining unit employees.

The dues deduction assignment shall be made upon the following form:

Assignment and Authorization to Deduct Guild Membership Dues to Politico

I hereby assign to The Washington-Baltimore News Guild and authorize the Employer to deduct each pay period from my earning as an employee, an amount equal to Guild dues as certified by the Treasurer or designee of the Guild starting in the first pay period in the month following the date of this assignment. I further authorize and request that Employer to remit the amount deducted to the Guild not later than the 10th day of the month following the month in which dues are deducted.

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below or until the termination of the contract between the Employer and the Guild, whichever occurs sooner. I further agree and direct that this assignment and authorization shall be continued automatically and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable contract between the Employer and the Guild, whichever period shall be shorter, unless written notice of its revocation is given by me to the Employer and to the Guild not more than thirty (30) days and not less than fifteen (15) days prior to the expiration of each period of one year, or of each applicable contract between the Employer and the Guild, whichever occurs sooner. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer and Union receives it.

The assignment and authorization is voluntarily made in order to pay my equal share of the Guild's costs of operation and is not conditioned on my present or future membership in the Guild.

I agree to hold POLITICO 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 WBNG.

Employee's signature

Date signed

ARTICLE IV INFORMATION

A. POLITICO agrees to furnish the Guild with the following information for each bargaining unit employee as of the effective date of this Agreement and annually thereafter:

1. Name and date of birth;
2. Company email and personal email, cell phone number and home address (each to the extent on file with the Company);
3. Date of hire;
4. Self-identified gender and EEO information;
5. Art. IX job title/classification;
6. Base salary or hourly rate;
7. Full-time or part-time status; and
8. The employee's name shared with the Guild will reflect the employee's preferred name to the extent such a preference has been shared by the employee with POLITICO's Human Resources Department.

B. POLITICO shall provide the Guild with the following information every two months:

1. Merit pay increases granted by name of employee, individual amount, resulting new salary, and effective date;
2. General pay increases paid by name of employee, individual amount, resulting new salary, and effective date;
3. Bonuses paid by name of Employee, individual amount and date awarded;
4. Changes in job classification, salary changes by reason thereof, and effective date;
5. Resignations, retirements, deaths and effective dates; and
6. Data specified in Section A of this Article for each employee who becomes a

member of the bargaining unit since the last report.

POLITICO will provide the information referenced in this Article to the Guild in a password protected digital format agreed to by the Guild and POLITICO.

ARTICLE V MANAGEMENT AND EDITORIAL RIGHTS

A. Management Rights. Except as limited by this Agreement, POLITICO 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 POLITICO's business, publications, finances, and facilities; to direct, plan and control

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all POLITICO operations; to direct its employees; to determine what work will be performed by employees covered by this Agreement; to determine the qualifications and responsibilities of employees; to develop and implement performance evaluation and merit pay programs; to establish performance metrics; 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 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; subject to the Flexible Work Assignment provisions of this Agreement to grant, deny, modify or revoke any remote work arrangements and to set the terms of any such arrangements (including to require employees to work from a POLITICO office); to promote, reclassify or demote employees; to transfer employees; to suspend, discipline and discharge employees; to subcontract work; to lay off employees; to restructure and reorganize its operations; to change, relocate or close facilities; to set safety protocols for working in POLITICO's offices; 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 POLITICO's rights.

B. Editorial Rights. Except as limited by this Agreement, POLITICO 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 consistent with any provisions in this Agreement regarding the use of Artificial Intelligence; 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 POLITICO's rights.

- C. Company Policies. Bargaining unit employees are subject to the policies that apply generally to all POLITICO employees. POLITICO has the right to establish new policies, work rules, and standards of conduct, and to separately modify or rescind existing policies, work rules, and standards of conduct, in its discretion. The policies set forth in the POLITICO Employee Handbook as of the effective date of this Agreement shall remain in place during the term of this Agreement, subject to this Article V, Section C. In the event that POLITICO modifies a provision in the Employee Handbook, it will give the Union twenty (20) business days' notice of any such modifications. Upon request, POLITICO will bargain with the Union during that period, which may be extended by mutual agreement. If no agreement is reached within the twenty-day or extended period, POLITICO may implement its final proposal without further bargaining. POLITICO may adopt new policies, new work rules or new standards of conduct, or rescind any policies, work rules, or standards of conduct (including without limitation policies in the Handbook) without bargaining with the Union, however, POLITICO will give the Union at least twenty (20) business days' notice before the new policy, new rule or new standard becomes effective, or any rescission takes effect, and POLITICO will answer any questions the Union may have about them during that period. No bargaining unit employee shall be disciplined based on a new policy, rule or standard until the Company has provided notice to the Union consistent with this Section.
- D. In case of a national emergency, including a health emergency, that could affect working conditions, including remote work schedules, for bargaining unit employees POLITICO will, upon request, engage in effects bargaining with the Guild for a period of fourteen (14) calendar days (which may be extended by mutual agreement), over any resulting changes in work conditions. If no agreement is reached within the 14-day or extended period, POLITICO may implement its final proposal without further bargaining; provided, however, that POLITICO may implement immediate measures in response to any such emergency, as needed, and will discuss such measures in effects bargaining to the extent requested.
- E. Exercise. POLITICO's exercise of the rights set forth in this Article shall not be subject to arbitration or mid-term bargaining under this Agreement. The Guild may challenge the reasonableness of a new policy, rule or standard of conduct (that has not been bargained with the Union) as applied in any disciplinary action as part of the grievance

and arbitration procedure and may grieve and arbitrate over any breach of the notice obligations set forth in this Article V.

F. Duration. The rights set forth in this Article shall remain in effect both during the term of this Agreement and during any hiatus period after its expiration.

ARTICLE VI WORK ASSIGNMENTS

The right to assign bargaining unit work to non-bargaining unit employees shall not be construed to, nor is it intended to: (a) modify the Union's recognition rights as stated in Article I of this Agreement; (b) modify the scope of the bargaining unit; or (c) waive any rights the Union may have to claim that it represents any employees whose primary functions fall within the bargaining unit. The work assignment flexibility set forth in this Agreement will not be used to divert work that limits future expansion of the unit.

A. Flexible Work Assignments.

1. *Bargaining Unit Employees*. POLITICO has the right to assign Guild-covered employees to perform whatever work POLITICO deems appropriate in connection with any print, web, video, podcast, multimedia or other projects, programs, partnerships or activities in which POLITICO directly or indirectly participates, presently or in the future. Work assignments to unit employees may include new work or work previously assigned to POLITICO staff not covered by this Agreement (including but not limited to managers or supervisors). Upon request from an employee, POLITICO shall provide training for any new or different work an employee may be assigned. Except for gross misconduct, POLITICO shall not discipline an Employee for the performance of such new or different work before the Employee is trained. Except as otherwise provided in this Article VI, an employee promoted out of the unit shall not continue to perform their bargaining unit duties unless otherwise mutually agreed for coverage and/or transitional purposes. – moved from Article I.
2. *Non-Bargaining Unit Employees*. POLITICO has the right to assign or reassign work that is or has previously been assigned to Guild-covered employees to POLITICO staff not covered by this Agreement, including but not limited to managers or supervisors. No bargaining unit employee will be laid off and no bargaining unit position will be eliminated as a direct result of work assignments under this paragraph.
3. *Contractors and Service Providers*. POLITICO has the right (a) to engage outside personnel on a non-staff or consulting basis, e.g., freelancers, contract writers or editors, bloggers, artists, or videographers, to provide content or other services to

POLITICO; and (b) to secure and use content, reports, data, video or other information from other media organizations, other outside entities or individual content contributors. Use of 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. No bargaining unit employee shall be laid off, and no bargaining unit position shall be eliminated, as a direct result of the engagement of contractors or other service providers. Contractors and other service providers engaged under this Article VI, Section A.3 shall be engaged on a temporary or a non-full-time basis.

- B. Exercise. POLITICO's exercise of its rights under this Article shall not be subject to arbitration other than with respect to whether a lay off or elimination of a bargaining unit position was the direct result of the assignment of work to, or use of, non-bargaining unit members pursuant to Article VI Sections A.2 and 3 above.
- C. Duration. The rights, including the Union's right to arbitrate, set forth in this Article shall remain in effect both during the term of this Agreement and during any hiatus period after its expiration.

ARTICLE VII HOURS OF WORK

- A. Workweek. The regularly scheduled workweek for full-time employees is forty (40) hours per week. POLITICO may schedule full-time employees to work flexible schedules consisting of forty (40) hours per week, divided into five (5) or, with mutual agreement of the employee, four (4) days (e.g., four ten-hour days), based on POLITICO's operational needs.
- B. Schedules and Days Off. POLITICO will assign employees their schedules, including days off and starting times, based on operational needs. Days off for full-time employees will be consecutive wherever practicable. Assigned schedules will continue in effect until changed with at least three (3) weeks' notice, except that such notice shall not be required in cases of news or operational emergencies, or unanticipated leaves or absences affecting work schedules.
- C. Except by mutual agreement, Employees working in Non-Exempt Positions who are covered under this Agreement shall have a minimum of 10 hours off between work shifts. Absent mutual agreement, Employees who begin work less than 10 hours after their previous shift has ended shall be entitled to four hours of paid time off to be scheduled in consultation with the Employee's manager.
- D. Work in Excess of 40 Hours. POLITICO may require any employee to work in excess of forty (40) hours a week. Bargaining unit positions exempt under the Fair Labor

Standards Act and other applicable wage and hour laws, are not eligible for overtime pay. As of the date of this Agreement, the only bargaining unit positions that POLITICO classifies

as non-exempt and eligible for overtime pay are: Copy Editor, Digital Producer, News Assistant and Senior Digital Producer (“Non-Exempt Positions”). Employees working in Non-Exempt Positions will be compensated at an hourly rate equal to one and one-half times the employee’s regular rate of pay for all hours worked in excess of forty (40) hours in a single workweek. For purposes of this Article, hours worked shall include hours actually worked as well as any paid leave.

- E. POLITICO shall maintain a record of all hours worked by employees in Non-Exempt Positions who are covered under this Agreement. Such records shall be made available for inspection by the Guild upon reasonable request.
- F. An employee may request to be excused from overtime for bona fide personal reasons. POLITICO will grant the request if another qualified bargaining unit member is available to work.
- G. Employees working in Non-Exempt Positions under this Agreement must accurately report the number of regular and overtime hours actually worked. All overtime must be authorized by an employee’s supervisor in advance. An employee may be excused from this advance authorization requirement where (1) the employee has been assigned to a breaking news story; or (2) the needs of the assignment require unexpected, continued work that would incur overtime pay.
- H. If hourly employees are working significant overtime on a consistent basis, POLITICO shall review current staffing levels and ways to potentially reallocate the work.
- I. Employees who are not working in Non-Exempt Positions are not eligible for overtime pay under this Article and shall be eligible for compensatory time off pursuant to Article VIII of this Agreement.
- J. Employees working in Non-Exempt Positions who are required to travel to and from out of-town assignments after the regular workday or on scheduled days off shall be paid consistent with the Fair Labor Standards Act.
- K. By mutual agreement with their supervisor, a bargaining unit employee may adjust their hours to avoid working overtime in any workweek.
- L. Employees working in Non-Exempt Positions who are required to work on a regularly scheduled day off shall be guaranteed a minimum of two (2) hours’ pay.

- M. Employees assigned to be on standby or on call during scheduled time off that is compensable under the Fair Labor Standards Act, shall receive four hours of compensatory time for each day they are assigned to compensable on call time. If a bargaining unit employee in a Non-Exempt Position is on call and is called back to work, they will be paid in accordance with this Article and applicable law. If an exempt employee is on call and called back to work, they may request compensatory time pursuant to Article VIII of this Agreement.

ARTICLE VIII COMPENSATORY TIME

- A. Compensatory Time for Working a 6th or 7th Day. When a full-time unit employee is required to work one or more days in addition to their regular weekly schedule (i.e., a sixth or seventh day), with the advance approval of their manager, the employee will receive a minimum of four (4) hours of compensatory time off with pay for each sixth or seventh day worked. If the employee is required to perform actual work in excess of four (4) hours per day, they will receive a full day of compensatory time.
- B. Compensatory Time During Workweeks: Full-Time Employees. When a full-time employee becomes aware that their work assignments in any workweek will require the employee to meaningfully exceed their regularly weekly schedule (e.g., an election or breaking news), the employee must promptly notify their manager and Human Resources. The manager will promptly decide either (a) to approve an amount of compensatory time commensurate with the extra hours worked, (b) to change or re-prioritize the employee's assignments to avoid the need for compensatory time, or (c) to reassign the work.
- C. Compensatory Time For Travel. Employees entitled to compensatory time under this Article who are required and approved by their manager to travel to and from out-of town assignments after the regular workday or on scheduled days off shall be given compensatory time for all documented travel hours.
- D. Compensatory Time - Part-Time Employees. When a regular part-time exempt employee who is not paid on an hourly basis becomes aware that their work assignments in any workweek will require the employee to exceed their regularly scheduled hours in the workweek, the employee must promptly notify their manager and Human Resources. The manager will promptly decide either (a) to approve an amount of compensatory time, (b) to change or re-prioritize the employee's assignments to avoid the need for compensatory time, or (c) to reassign the work.

E. Eligibility/Scheduling Compensatory Time Off.

1. Employees who are paid on an hourly basis are not eligible for compensatory time off.
2. Compensatory time off will be compensated at the employee's regular base rate of pay.
3. When compensatory time is approved and earned under this Article, it shall be scheduled between the employee and their manager to be taken at a mutually agreeable time within six (6) months after the time is earned. Compensatory time cannot be accumulated or carried forward beyond this deadline.
4. If an employee makes a request to use earned compensatory time and POLITICO does not permit the employee to take their earned time within the period described in Section E.3 above, the employee shall receive pay in lieu of the compensatory time off at their regular base rate of pay as soon as practical after the six-month period has expired. If the employee does not request to use the compensatory time off within the period set forth in Article VIII, Section 1 above, the employee shall not be entitled to the time off or pay in lieu of the time off.
5. If POLITICO involuntarily terminates the employment of an employee who has accumulated unused compensatory time, the employee shall receive pay in lieu of the compensatory time off at their regular base rate of pay.

**ARTICLE IX
WAGES**

A. Job classifications. For purposes of the minimum base salaries set forth in this Article IX below, the following classifications shall include the listed enumerated job titles:

1. Reporters are those with the job titles: Reporter, Graphics Reporter, Data and Graphics reporter, Newsletter Writer, Breaking News Producer, Staff Photographer, Motion Graphics Producer, Video Producer, Associate Producer, Audio Producer, Assistant Editor, Junior Photo Editor.
2. Senior Reporters are those with the job titles: Senior Writer, Associate Editor & Reporter, Senior Reporter, Senior Video Producer; Cartoonist; Senior Audio Editor, Senior Producer (Audio/Video), Senior Staff Reporter.
3. Correspondents are those with the job title: Correspondent, Chief Economic Correspondent, Chief Correspondent.

4. Editors are those with the job titles: Associate Editor, Deputy Editor, Editor, Graphics Editor, Photo Editor, Visuals Editor.
5. Senior Editors are those with the job titles: Assistant Managing Editor, Senior Editor, Senior Graphics Editor.
6. Digital Strategy are those with the job titles: Digital Editor, Engagement Editor, Editorial Data Analyst, Loyalty Editor, Social Editor, Strategy Editor.
7. Senior Digital Strategy are those with the job title: Senior Engagement Editor.
8. Newsroom Developers are those with the job titles: News App Developer, Interactive Designer, Interactive Developer Newsroom, Fullstack Developer, Newsroom Web Developer.
9. Senior Newsroom Developers are those with the job title: Senior News App Developer.
10. Editorial Services are those with the job titles: Copy Editor, Digital Producer, Senior Digital Producer, News Assistant.
11. Fellows are those with the job title: Fellow.

Fellows employed by the Company as defined in Article I will be paid the minimum base salary for Fellows for their first 12 months as a Fellow (\$60,000 for any Fellow hired during the first year of the Agreement), after which they will be eligible for the Band A salary increases pursuant to the terms of this Agreement. Fellows are covered by this Agreement, except as noted herein.

B. Minimum Base Salaries:

Job Classification	Minimum Base Salary
Reporters	\$75,000
Senior Reporters	\$95,000
Correspondents	\$140,000
Editors	\$84,000
Senior Editors	\$105,000
Digital Strategy	\$69,000
Senior Digital Strategy	\$105,000
Newsroom Developer	\$82,500
Senior Newsroom Developer	\$100,000

Editorial Services	\$63,000
Fellow	\$60,000

The minimum salaries for the positions listed above will increase by 2% on the first anniversary of this Agreement and 2% on the second anniversary of this Agreement.

C. Pay Above Minimums. POLITICO may pay new and current employees above the minimum rates set forth in Section B above.

D. Merit Pay. In addition to the minimum wage rates set forth in Section B above, POLITICO may in its discretion pay merit increases, issue bonuses, and/or enter into individual agreements addressing individual compensation. POLITICO’s decisions to award or not award bonuses or merit pay, and the amounts of any such bonuses or merit pay, shall not be subject to bargaining or arbitration under this Agreement.

E. Annual Increases. Employees will be paid an annual increase that corresponds to the increase specified below for their then-current salary band, subject to the terms set forth in this Article IX, Section E. The effective dates of the increases below shall be as follows: Year 1: January 22, 2024, Year 2: February 1, 2025, Year 3: February 1, 2026:

Base Salary	Base Salary	Base Salary	Base Salary	Band A*	Band B*	Band C*
Band D*	\$93,000-	\$103,000-	< \$92,999	\$102,999	\$129,999	\$130,000+
	Annual	Annual	Annual	Annual	Annual	Annual
Increase Y1	6.00%	5.00%	3.5%	2.5%	Y2 4.0%	3.50%
					3.0%	2.0%
					Y3 3.25%	3.0%
					2.5%	2.0%

*The salary bands will increase by 1% in Years 2 and Years 3 of the contract.

Employees shall receive the greater of (i) the wage increase set forth for their base salary band above, or, (ii) any increase to their base salary as a result of the increase to minimum salaries set forth in Section B above. Any bargaining unit member who received a merit increase to their base salary in 2024 prior to ratification of this Agreement shall receive the difference between that increase and the increase set forth above to the extent the increase under this Agreement is higher. To the extent that a 2024 merit increase is higher than the increase under this Agreement, the employee will not receive a base wage increase under this Agreement for 2024. To the extent that a 2024 merit increase is the same as the increase under this Agreement, no additional base wage increase will be paid under this Agreement for 2024.

F. Service Acknowledgment Increase. POLITICO will provide a service acknowledgment increase to all bargaining unit employees employed as of the ratification date of this Agreement. The terms of the increase are as follows:

1. Bargaining unit employees who attain five, seven and ten years of continuous service with POLITICO will receive base salary increases based on the salary band they are in when their fifth, seventh and tenth anniversary occurs, respectively:

Band A Band B Band C
\$4,000 \$3,000 \$2,000

2. Only bargaining unit members who earn a base salary of less than the Band D minimum salary at the time of their applicable anniversary are eligible for a service acknowledgment increase.

3. The service acknowledgment increases will take effect for qualifying employees beginning on February 1, 2025 and will be effective in subsequent years on February 1 for those who qualify in the future.

4. Beginning on the second anniversary of the ratification of this Agreement, employees who attain seven years of continuous employment will receive a one-time, lump-sum bonus of \$1,000 on the contract anniversary date after they complete their seventh continuous year. Employees must be employed by POLITICO on the payment date to receive the lump sum bonus.

5. Service acknowledgment increases shall be in addition to an employee's guaranteed base salary increase for the applicable year.

6. The total maximum service acknowledgment base salary increase is as follows: Band A - \$5,000, Band B \$4,000, Band C \$3,000.

Service acknowledgment increases will be paid on the first payroll following the contract anniversary date that follows the employee's anniversary.

7. Service acknowledgement increases for qualifying part-time employees shall be prorated.

G. Duration. POLITICO 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 except for any service acknowledgment increase or lump-sum bonus as set forth in Article IX Section F above.

EXPENSES AND MILEAGE

- A. Expenses and working equipment. POLITICO shall maintain a business expense reimbursement policy applicable to all bargaining unit members. POLITICO shall also ensure that bargaining unit employees are provided with any equipment POLITICO deems necessary for the employee to perform their job. Such equipment may include computers and software, notepads, photo equipment, audio/call recording and transcription services and other supplies, depending on the employee's job duties.

POLITICO 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 POLITICO expense reimbursement policy in place at the time.

- B. Use of Vehicles. POLITICO shall reimburse bargaining unit employees at the Internal Revenue Service standard mileage rate for each mile driven using a personal vehicle for business purposes on behalf of POLITICO in addition to any tolls and parking expenses incurred during such use. All reimbursable miles must be documented and submitted pursuant to POLITICO's expense reimbursement policy. Commuting mileage as defined by the Internal Revenue Service shall not be reimbursable.

- C. Rideshare and taxi reimbursements. Reimbursement for rideshare or taxis used for other than regular commuting purposes shall be governed by POLITICO's expense reimbursement policy.

- D. Commuter costs. POLITICO will reimburse up to \$65 per month during the first year of the Agreement, \$75 a month as of the first anniversary of the effective date of the Agreement, and \$80 a month as of the second anniversary of the effective date of the Agreement, to each bargaining unit employee for regular travel to and from a Company office, or to places a bargaining unit employee regularly covers as part of their work (e.g., Capitol Hill, White House, statehouse, City Hall, etc.).

This benefit may be spent on:

- i. Monthly, daily or hourly parking.
- ii. Public transportation and alternative means of transportation (scooter and bike rentals, ride-hailing apps, etc.)

Employees may choose to have the commuter reimbursement amounts above automatically loaded by the Company onto their WMATA public transit cards (or other public transit cards, to the extent such option is available to POLITICO through the applicable public

transit system) or may manually file for monthly reimbursement through UltiPro or whatever other system is in place at the time.

If, during the term of the Agreement, POLITICO increases the maximum commuter reimbursement amount for the rest of the Company to an amount greater than required above, the bargaining unit maximum shall be increased to the same amount.

- E. Cell phones. POLITICO shall reimburse up to \$70 of a bargaining unit employee's monthly cell phone bill for a personal cell phone used for work purposes. An Employee must request reimbursement pursuant to the expense reimbursement policy, but will only have to submit a copy of their cell phone bill once per year, subject to the provisions outlined below. Employees must also submit a copy of any cell phone bills that reflect a change in charges impacting the reimbursement (e.g., the bill is lowered). POLITICO may also ask Employees to submit the latest copy of their cellular bill to confirm the amount for benefit reimbursement up to twice per year. If POLITICO increases the maximum cell phone reimbursement amount during the term of this Agreement for the rest of the Company, the bargaining unit maximum shall be increased to the same amount.

- F. Remote work stipend. The Company will provide a one-time reimbursement of up to \$200 for every employee to spend on office technology or equipment to use at home, such as an external monitor, printer, keyboard, mouse or chair.

- G. Videoconferencing and Communications. All bargaining unit members will have access to POLITICO's primary communication tool, including a videoconferencing system (such as Zoom, Uber Conference, or Microsoft Teams).

- H. Expenses approval timing. POLITICO will use its best efforts to reimburse business expenses submitted in accordance with the expense reimbursement policy within fifteen (15) business days of being approved by the employee's manager.

- I. Travel. Bargaining unit employees may book all hotels, flights, trains, and rental cars required for out-of-town assignments through Concur, or whatever similar program that may be in use by the Company at the time. Reservations booked through Concur shall be charged to a POLITICO credit card. Employees who book travel outside the Concur system for budgetary reasons and who submit receipts pursuant to the expense reimbursement policy may be reimbursed in advance of travel at POLITICO's discretion.

- J. Meals during work travel. POLITICO shall reimburse Employees up to the GSA meal reimbursement rate for the District of Columbia for each non-entertainment meal expense

incurred during business travel. POLITICO may offer higher meal reimbursement rates at its discretion.

- K. Medical insurance for international travel. POLITICO shall provide travel medical insurance to employees on business outside of the United States for urgent or emergency medical needs.

ARTICLE XI RETIREMENT

A. Participation. Bargaining unit members shall be eligible to participate in the Politico Media Group 401(k) Plan (“Plan”) pursuant to the terms of the Plan. Consistent with, and to the extent permitted by law, the Plan will (i) include a “socially responsible” or ESG fund option (so long as such option is available), (ii) permit each employee to allocate the funds in their account among different investment options, (iii) permit employees to borrow from the employee’s account, and (iv) permit the employee to receive the full amount of the employee’s account in a lump sum upon retirement or termination from employment, or to roll over the amount into another plan, consistent with the Plan’s vesting schedule.

B. POLITICO, in partnership with the Plan administrator, will hold group information sessions once a year about the Plan, including a review of the Plan’s investment options. POLITICO will also make financial advisors available for the purpose of discussing an individual employee’s retirement planning.

C. Matching Contribution. POLITICO shall match 50% of an employee’s contributions to the Plan up to six percent (6%) of an employee’s base salary, up to the IRS designated annual maximums. Bargaining unit employees will receive any increased matching contribution that POLITICO may implement for non-bargaining unit employees during the term of this Agreement, at the same time and on the same basis.

D. Vesting. No later than ninety (90) days after ratification, employees shall be 100 percent vested after two (2) full years of service with POLITICO. Vesting is on a graduated two year schedule (i.e., 50% on an employee’s first anniversary with POLITICO, 100% on an employee’s second anniversary with POLITICO). Anniversary dates for purposes of vesting take into account prior-service credit with E&E News.

E. Plan Administration. The Plan may be amended consistent with applicable law and the terms of the Plan, which is incorporated into this Agreement. During the term of this Agreement and after its expiration, POLITICO has the right to make plan design changes, changes in investment managers, and changes in investment options, as long as such changes apply on the same basis to all other POLITICO employees covered under the Plan

and do not reduce employees' vested and accrued benefits under the Plan. POLITICO shall not reduce its matching contribution during the term of this Agreement unless POLITICO believes that it cannot contribute the match without laying off bargaining unit employees. In the event POLITICO seeks to reduce the matching contribution during the term of this Agreement, POLITICO shall notify the Guild and will bargain in good faith over the match reduction for a period not to exceed two weeks. If no agreement is reached within the two week negotiation period (or longer if mutually agreed), POLITICO may implement its last, best and final proposal. The bargaining obligation outlined in this Article XI will terminate on January 31, 2027 and shall not be considered part of the status quo or part of any subsequent agreement. Any such changes consistent with this Article shall not be subject to arbitration.

ARTICLE XII INSURANCE

A. Full-Time Employees.

1. POLITICO agrees to provide full-time bargaining unit employees with health insurance. For the first full plan year after ratification, the applicable plan year shall be the calendar year. Full-time bargaining unit employees are eligible for coverage under POLITICO's medical, dental and vision plans ("Plans"), in accordance with the Plans' terms, which are hereby incorporated into this Agreement. Administration of the Plans, including selection of the administrator and any insurers, shall reside in POLITICO's discretion and shall not be subject to arbitration.

2. During the term of this Agreement and after its expiration, POLITICO may amend or modify the Plans, provided that any such modifications apply on the same basis to all other full-time POLITICO employees, and such modifications shall not be subject to arbitration. Prior to making any material changes to the Plans, POLITICO will notify the Union of such changes and will, upon request, meet and confer with the Union about such changes. POLITICO will continue to provide obstetrical benefits including anesthesia during delivery without dollar limitations and health-related genetic testing, and gender affirming care to the extent such benefits remain available under plans offered to the bargaining unit. Within one year after ratification, POLITICO will (a) offer in vitro fertilization (IVF) and related procedure benefits, and (b) engage a third party to administer a program that includes benefits related to travel to access reproductive care that is prohibited or restricted in the state in which an employee lives. During the term of this Agreement, IVF and related procedure benefits will be at no cost to the employee up to the cap and the cap on (IVF) and related procedures shall be no less than \$20,000.

3. For the first plan year after ratification, premiums for benefit-eligible employees shall not increase (within the same plan), and (ii) for the plan years beginning on January 1, 2025 and January 1, 2026, premiums for benefit-eligible employees shall not increase (within the same plan) more than five percent (5%) or the increase for non-bargaining unit employees, whichever is lower. POLITICO will notify the Union no later than thirty (30) days prior to any increase to employee premiums (provided the vendor has timely provided rate information) and meet and confer with the Union about such increases. Employees' share of the premiums shall be collected through payroll deductions, consistent with the terms of the Plans and in amounts reflecting employees' elections during annual Open Enrollment.

4. During the term of this Agreement, POLITICO will continue to offer the Open Access Plus In Buy Down Plan (OAPIn Lite) to the extent it remains available and pay the full premium for individual employee coverage under that plan.

5. In the event that POLITICO adopts a healthcare plan that is eligible for a health savings account, it will contribute \$500 to the HSA on behalf of each eligible employee to defray covered healthcare costs.

B. Part-Time Employees. Part-time employees hired to fill a regular part-time schedule of twenty-five (25) hours or more a week will be treated as full-time employees under POLITICO's medical insurance plans and will be eligible to participate in such plans on the same basis as full-time POLITICO employees while they remain on a regular part-time schedule of twenty-five (25) hours or more a week, subject to the provisions set forth in paragraph A above.

C. Insurance Changes. During the term of this Agreement and after its expiration, POLITICO has the right to introduce new plans, and to make annual plan design changes, and changes in the benefits offered under the Plans, including changes in coverages, deductibles, out-of-pocket maximums, and co-payments, provided that such changes apply on the same basis to other full-time POLITICO employees covered under the Plans. In addition, POLITICO 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 statutory or regulatory requirements or to avoid penalties or taxes, provided that such changes apply on the same basis to other full-time POLITICO employees covered under the Plans. Prior to making any material changes, POLITICO will provide the Union with no less than thirty (30)

days' notice and will, upon request, meet and confer with the Union about such changes. The changes authorized under this provision shall not be subject to arbitration.

ARTICLE XIII FLEXIBLE WORK

A. Remote Positions.

1. Bargaining unit employees who were hired to work remotely from the start of their employment either because (i) their work involves coverage of state, regional, or local politics or policy in a location that is outside of a greater metropolitan area in which POLITICO has an office or opens an office in the future, or (ii) POLITICO approves a specific employee's remote work arrangement for other reasons, shall be considered to be working in "Remote Positions" for purposes of this Agreement. Employees working in Remote Positions as of the date of this Agreement are listed in Appendix B. For any bargaining unit employee hired into a Remote Position after the date of this Agreement, the remote nature of the position, if applicable, shall be documented in writing. Employees in Remote Positions are not required to work regularly from a POLITICO office during their time in that position but will be required to conduct reporting assignments in person outside of the office.
2. Employees working in Remote Positions may be required to report to work in a POLITICO office from time to time, and will be provided at least five (5) business days' advance notice of the need to report to a POLITICO office. Employees working in Remote Positions will receive at least ten (10) business days' advance notice in the event that they will be required to report to work in a POLITICO office for more than five consecutive business days, except when such notice is not possible. Employees working in Remote Positions will not be required to work from a POLITICO office for more than five (5) business days in a quarter.
3. Remote Employees are subject to POLITICO policies regarding equipment and acceptable use.
4. If Remote Employees are required to report to work in a POLITICO office that is outside of the broader metropolitan area where they reside, the Company shall cover reasonable travel expenses in accordance with POLITICO's travel and expense policy.

B. Non-Remote Positions. For bargaining unit employees who are not in Remote Positions, POLITICO will assess its operational needs and POLITICO may require regular in

person work at a POLITICO office. To the extent that POLITICO requires regular in person work at a POLITICO office, affected bargaining unit employees will receive at least 45 days' notice, except in emergencies where such notice is not possible. To the extent that POLITICO requires an employee to be in a POLITICO office for a specific event or meeting, POLITICO will provide the employee with at least 7 days' notice or as much notice as practicable. Any required regularly scheduled in-person work for bargaining unit employees who are not in Remote Positions shall not qualify as a transfer pursuant to Article XVI of this Agreement.

C. For bargaining unit employees not in a Remote Position, POLITICO shall not require a bargaining unit employee to work in-person from a POLITICO office for more than twelve (12) days in a calendar month. Time covering events outside of the office will count towards the twelve (12) in-office days in a calendar month, however, POLITICO may also require attendance at in-office meetings or events for an average of three (3) days in a calendar month in a year in which an employee has spent twelve (12) days covering events outside of the office. The above limitations shall be in place for at least 12 months after the signing of this agreement. POLITICO shall give the Guild at least sixty (60) days' notice in advance of any proposed change to the above limitations and will meet and confer with the Guild prior to implementing any proposed change to these limitations; provided, however, that POLITICO will not require bargaining unit employees to work in-person from a POLITICO office for five (5) days per week during the term of this Agreement.

D. POLITICO will continue to evaluate employees' requests for reasonable accommodations under the Americans with Disabilities Act and other applicable federal, state and local laws in connection with any requirement that employees work in-person from a POLITICO office. COVID-19-related accommodation requests that are not covered by federal, state or local law, that are supported by medical or other documentation requested by Human Resources, will not be unreasonably denied. Such requests may be based, for example, on an employee's inability to get vaccinated for COVID-19 because of medical reasons, an employee living with an immunocompromised individual or a child who is too young to be vaccinated (currently under 6 months old), or a COVID-19 related temporary school closure affecting employees living with children under the age of 13, as long as the employees' work can be performed satisfactorily remotely during the requested period. Requests may also be based on an employee's need to isolate prior to an in-person visit with an immunocompromised family member with whom the employee does not live. However, such requests must be limited to four times a year per employee and an isolation period of up to five (5) business days, one-week prior to the in-person visit.

Either POLITICO or the Guild may request mediation through the Federal Mediation and Conciliation Service (“FMCS”) of a dispute regarding the denial of a COVID-19 related accommodation request made pursuant to this Article XIII.D that is not covered by federal, state or local law. Requests for mediation must be submitted to the FMCS within ten (10) business days of the issuance of the denial to the employee, with a copy to the other party. The employee shall be allowed to work remotely pending mediation. If the parties reach an impasse through mediation, the mediator shall recommend a resolution of the dispute that is not binding.

- E. POLITICO will follow all applicable federal, state or local health and safety mandates when deciding whether to require bargaining unit employees to work in-person from a POLITICO office. To the extent that no applicable mandate is in place, POLITICO will take CDC recommendations under consideration.
- F. POLITICO’s decisions regarding in-person work, including decisions to require regularly scheduled in-office work, shall not be subject to arbitration or mid-term bargaining with the Guild.

ARTICLE XIV EMPLOYEE LEAVE

A. Vacation.

1. Flexible vacation may be used for personal and leisure time away from work. While employees are on a flexible vacation leave, they should not perform work tasks. Vacation is not to be used for absences due to illness or injury, bereavement, POLITICO holidays, parental leave or for other leave recognized as the basis for paid time off.
2. Employees do not have an unfettered right to unlimited vacation under this policy. Management has the discretion to deny vacation requests for business reasons, including but not limited to operational and staffing needs and other business considerations. If a vacation request is denied, an employee’s manager will provide a reason with the denial, and at the same time work with the employee to reschedule the vacation.
3. Employees may take up to three (3) consecutive weeks of time off at a time if approved in advance in writing by the Executive Editor or their designee.
4. While POLITICO does not define the amount of vacation that employees may take, employees are expected to take a minimum of twenty (20) days of vacation each

year. This is to ensure that employees are taking time to relax and refresh so that they return to work feeling more productive, satisfied, and engaged.

5. During their first partial calendar year of employment, new employees shall be expected to take a minimum of twenty (20) days of vacation prorated based on the employee's start date for use during their first calendar year of work.
6. This is a minimum and employees are allowed to take more time off depending on operational and staffing needs and other business considerations. Other paid time off – including but not limited to – sick leave, bereavement leave, holidays, and parental leave does not count toward the vacation minimum.
7. POLITICO will track vacation time to ensure proper administration of this policy. 8. Employees must accurately report their number of vacation days taken. Requests must be submitted and approved in advance through POLITICO's HRIS system.
9. By June 30 of each calendar year, Human Resources or a designated newsroom leader will send a reminder to managers to have full-time bargaining unit employees submit requests to take their flexible vacation.
10. By June 30 of each calendar year, POLITICO will inform employees and their supervisors by email of how many vacation days they have taken year to date, remind them to request vacation time under this policy, and encourage them to take at least twenty (20) days by the end of the calendar year.
11. Employees are not responsible for finding a replacement to cover their work while on vacation.
12. In instances where POLITICO requires an employee to cancel their approved vacation plans, POLITICO shall reimburse the employee for the employee's reasonable, documented, non-refundable forfeited deposits/fares for vacation accommodations or travel.
13. Under this policy, employees do not accrue vacation and will not be compensated for vacation upon separation from POLITICO. This policy is intended to comply with applicable law, and does not interfere with, or run concurrently with, other POLITICO leave policies.

B. Parental Leave.

1. POLITICO will provide 24 weeks of paid parental leave to any Employee surrounding the birth, adoption, foster care placement or new guardianship of a child. This benefit will apply equally to all parents including employees whose same-sex partner or spouse gives birth.
2. Employees may take parental leave in one or two continuous blocks of time. 3. Employees shall be responsible for discussing their leave and return-to-work schedules with their supervisors as soon as practicable prior to going out on leave.

4. Eligible Employees will have 12 months from the time of a new child's arrival to exhaust their paid parental leave. Company holidays will not count against the number of days an Employee is entitled to take cumulatively under the parental leave plan.
5. In connection with a qualifying event in Section B.1, if the Employee qualifies for FMLA leave, FMLA leave must be taken concurrently with paid parental leave.
6. To the extent that POLITICO changes its policy to offer more generous paid parental leave to POLITICO employees not in the bargaining unit, such leave will also be offered to the bargaining unit.

C. Sick leave.

1. Except as noted below, bargaining unit employees are eligible for 10 paid sick days per calendar year, credited as of January 1 of each year. Sick time shall be prorated for part-time employees covered by this Agreement, for new hires based on their start date, and for the first year of this Agreement based on the effective date. Employees may use sick leave in increments of 4 hours or more, or as otherwise required by applicable law. Employees who exhaust their sick leave in a given calendar year due to documented case(s) of COVID, shall be entitled to an additional five (5) sick days ("COVID sick days") for that calendar year.
2. Ten (10) paid sick days may be carried over to the following calendar year (excluding COVID sick days). Maximum sick days per calendar year shall not exceed 20 days. Sick leave will not be paid out upon termination for any reason.
3. Employees requesting to use sick leave for foreseeable absences must provide POLITICO with reasonable advance notice of the need to use sick leave prior to the start of the scheduled work day, unless unable to do so. Employees experiencing their own serious medical condition or a family member's serious illness or injury requiring the employee to be absent from work must promptly advise their supervisor or Human Resources.
4. 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 applicable law. "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, sibling (including a half, adopted, or step sibling), an employee's spouse's or domestic partner's: child, parent, grandparent, grandchild, or sibling, whether of a biological, foster, adoptive, or step relationship, an individual for whom an employee is responsible for providing or arranging care, including helping that individual obtain diagnostic,

preventive, routine, or therapeutic health treatment and any other individual related by blood to the employee or whose close association with the employee is the equivalent of family.

5. If an Employee is absent for five (5) or more consecutive work days, POLITICO may require an Employee to submit medical documentation.
 6. POLITICO and the Guild agree that the benefits offered under this Agreement are comparable to or exceed those provided under the District of Columbia Accrued Sick and Safe Leave Act, and the New York City Paid Safe and Sick Leave Law, New York Labor Law Section 196(b), the Virginia Paid Sick Leave Law and, therefore, agree to waive any requirements of those laws that are inconsistent with this Agreement.
 7. Sick leave will run concurrently with FMLA where applicable, and with any other qualifying paid or unpaid leave.
 8. In addition to the paid sick leave outlined above, bargaining unit employees will be eligible for seven remote work days per calendar year 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 applicable law. "Family member" shall have the meaning set forth in section 1.d above. Employees will be permitted to work remotely on these days regardless of any in-office work mandates pursuant to Article XIII - Flexible Work. Employees shall provide documentation of the need to work remotely for three or more consecutive days pursuant to this, and such requests shall be in addition to any accommodation requests pursuant to Article XIII. In extenuating circumstances, Employees may be granted more than seven (7) additional remote work days in a year.
- D. Jury duty. Bargaining unit employees who are required to serve on a jury or who are required by subpoena to serve as a witness in a court of law shall be paid the employee's regular base salary while serving. An employee absent for these purposes should to the extent practicable spend as much time within regular working hours work for POLITICO as is not required for jury or witness duty. However, an employee scheduled to work night of any day in which they serve on a jury or as a witness shall be excused from work on the day they are serving as juror or witness. Employees must promptly after receipt of the summons or subpoena provide a copy to their direct manager or Human Resources.
- E. Military leave. Leaves of absence for the performance of duty in the U.S. Armed Forces or with a Reserve component thereof will be granted in accordance with applicable law. An employee may use other paid time off in conjunction with any military leave at their own discretion and consistent with applicable law.

F. Bereavement leave.

1. Full-time employees may take paid bereavement leave for the death of immediate family members for up to (8) days per loss. For purposes of bereavement leave, immediate family includes a spouse, domestic partner, child, stepchild, parent, sibling, grandparent, and grandchild. Regular part-time employees may take a prorated number of paid Bereavement Leave days, based on their regularly scheduled work week. Paid bereavement leave for the death of a close relative or friend who is not a member of the immediate family may take up to two (2) days per loss.
2. Following a miscarriage or stillbirth an Employee shall be entitled to three (3) weeks of bereavement leave.
3. Requests for longer periods of bereavement leave will be considered on an individual basis.

G. Union leave. Upon request, and after approval from the Employee's supervisor and Executive Editor, or Human Resources, unpaid leaves of absence up to one week per leave may be granted to delegates elected to The NewsGuild, CWA or AFL-CIO conventions or trainings, both national and local; to delegates elected to special meetings called by The NewsGuild; and to employees elected or appointed to local or national Guild, CWA or AFL-CIO office or position. No more than two (2) members of the bargaining unit shall be granted union leave to be taken at the same time. Requests for such leaves must be made at least thirty (30) days in advance and will not be unreasonably denied.

H. Reporting fellowships or educational leave.

1. Following a minimum of at least one-year of full time employment with POLITICO, full-time bargaining unit employees may request a leave for a fellowship or to attend an educational seminar. Employees shall provide their supervisor and Human Resources with at least eight (8) weeks' notice (or shorter with supervisor approval) prior to applying for a journalism fellowship. Within four (4) weeks of receiving notice, POLITICO will advise the Employee whether it will support the fellowship application and whether, if the fellowship is granted, the Company will grant the employee's request for a leave of absence for the duration of the fellowship.
2. Whether any such approved leave for a fellowship or educational leave is paid, and whether employee benefits will continue during the approved leave, will be determined on a case-by-case basis considering factors such as the length of the

leave and whether the Employee will receive a stipend or other payment during the leave.

3. Employees will continue to be eligible for health care benefits for the duration of their fellowship or educational seminar consistent with the terms of the applicable benefit plans.
4. Employees must return to work after any such approved leave on the date previously agreed upon between POLITICO and the Employee.

I. Content Creation Leave.

1. Employees may request a Content Creation Leave of up to three (3) months for full-time leaves and up to six (6) months for part-time leaves to write or assemble or create a book or other multimedia content (a “Content Project”). Such requests shall be made in writing at least thirty (30) days in advance, stating the nature of the Content Project and the requested duration of the leave. Such leaves may be full-time or part-time. Any such leave will be unpaid. For part-time leaves, work on the Content Creation Project shall not in any way impede an employee’s ability to perform their job duties.
2. The Company will consider requests from any bargaining unit member. The Company has the discretion to grant or deny such leave request and shall notify the employee of its decision in writing within two (2) weeks of receipt of the request. In the case of denials, the Company will provide the grounds for the denial.
3. During an approved Content Creation Leave the employee will be responsible for paying the Employee’s share of the premiums for continued insurance, unless the Company and the employee agree otherwise in writing. If an employee does not return to work from a Content Creation Leave by the end of the approved leave period, the employee will not be guaranteed a position with POLITICO, and POLITICO will have no obligation to reinstate the employee.

J. School and volunteer leave. Employees shall be allowed 16 hours per calendar year with pay to attend their children’s school events or to volunteer in their community. School and volunteer leave shall not be accrued or carried over to the next year. Upon resignation or termination from employment with POLITICO, school and volunteer leave will not be paid out.

K. Protections during approved leave. An employee returning from an approved leave under this Agreement shall be guaranteed to return to the same position, or a comparable position and shall be entitled to their same base pay plus any across-the-board increases given during their leave, provided that they return to work no later than the first work day following the agreed-upon expiration of the leave. All returns from leave must be coordinated with Human Resources. Such leaves shall not constitute breaks in continuity of service.

ARTICLE XV HOLIDAYS

A. Each calendar year, POLITICO shall give all regular full-time bargaining unit employees time off paid at their base rate of pay for the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day / Columbus Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day
- New Year's Eve

Regular part-time employees covered by this Agreement shall receive paid holidays that fall on their regularly schedule work days at their applicable rate of pay. Should POLITICO recognize any additional paid holidays during the term of this Agreement, such paid holidays will also be provided to bargaining unit members.

If a holiday falls on a Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. If a bargaining unit employee in a Non Exempt Position is required to work on a holiday listed above, the employee will receive eight (8) hours' pay for the day (pro-rated for part-time employees) in addition to getting paid at their regular rate of pay for any hours actually worked. All other bargaining unit members that are required to work on an observed holiday listed above will select another paid day off to be agreed with the employee's manager to be taken within six months after the worked holiday (or pursuant to any alternate arrangement that may be agreed between the employee and their manager).

Employees whose regularly scheduled workweek does not include an observed holiday (e.g., an employee who is regularly scheduled to work Tuesday through Saturday), may work with their manager and Human Resources to schedule another paid day off to be taken within six months of the observed holiday (or pursuant to any alternate arrangement that may be agreed between the employee and their manager).

B. If a designated holiday falls during an employee's scheduled vacation, that day will be considered a holiday and not a vacation day.

C. Religious/Cultural holidays. In light of POLITICO's diverse workforce, Employees may use three (3) paid days off per calendar year for religious or cultural observance. Employees must notify their manager of their days off as far in advance of the day as possible. Days used for this purpose shall not be carried over or paid out. Requests for additional paid time off for religious or cultural observance shall be considered on a case by-case basis and shall not be unreasonably denied.

D. Holiday exchange. Employees may request to work on a paid holiday in exchange for taking another day off during the same calendar year in consultation with their direct supervisor.

ARTICLE XVI TRANSFERS

A. POLITICO shall give Employees who are required to transfer their work location due to the movement of a particular function of a team sixty (60) days' notice of such transfer and the option of accepting a transfer or accepting severance pay as provided in Article XIX – Layoff, Recall and Severance in lieu of a transfer (for purposes of this Article "transfer" shall mean the physical move of a work location 60 miles or more from the employee's current assigned POLITICO office or remote location).

B. If an Employee is required to move their work location due to the transfer of a function of a team, POLITICO shall provide the Employee a \$3,000 lump-sum stipend that could be used for relocation costs or other related costs. Employees will submit a written estimate for requests for a stipend above \$3,000 up to a maximum of \$10,000, and POLITICO shall approve such request if the estimate is reasonable and based on the distance of the move and/or any other special circumstance. Requests for a stipend above \$10,000 will be considered on an individual basis, provided the requests are made in writing, and include a written estimate of costs. Any related reimbursement will be based on receipts provided by the employee.

ARTICLE XVII JOB OPENINGS

A. POLITICO has the discretion 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.

- B. The Employer shall send email notices to all bargaining unit employees of vacancies or new positions it intends to fill and allow employees a minimum of five (5) business days from the date of notification to apply and shall interview any internal candidate who meets the minimum qualifications.
- C. POLITICO has the discretion 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 POLITICO needs for the position, where internal reassignments best meet operational and editorial needs, or where POLITICO decides to promote an employee to the position.
- D. Diversity Commitment. POLITICO and the Guild share a mutual commitment to the principle of diversity. POLITICO agrees to continue recruitment, employment and promotion of diverse candidates for positions covered by this Agreement.
- E. As part of this commitment, POLITICO will: (i) partner with Historically Black Colleges and Universities (HBCUs) for recruitment events such as personalized information sessions, career fairs, resume workshops, and networking sessions, (ii) post or share certain jobs with HBCUs via Handshake and to national chapters of various affinity groups, such as National Association of Hispanic Journalists, National Association of Black Journalists, Asian American Journalists Association, National Lesbian and Gay Journalists Association, and the Trans Journalist Association, and (iii) source and reach out to prospective candidates affiliated with specific affinity groups or HBCUs directly via LinkedIn, Twitter, and email.
- F. If a position is not filled internally, the Employer will interview at least two individuals who have applied in a timely manner, satisfy the minimum qualifications, and identify as part of under-represented groups before filling the position. Candidates must meet the minimum qualifications. The Employer will consider qualified applicants referred in a timely manner by the Guild.
- G. To further ensure a diverse workforce, the parties shall create a Joint Diversity Committee within 90 days of the signing of the Agreement. The Committee will consist of 6 members (three appointed by the Employer and three appointed by the Guild). The Committee shall meet quarterly to discuss diversity-related issues such as diversity training, recruitment, retention, advancement and mentorship, and the diversity information published quarterly by POLITICO.
- H. Employees leaving POLITICO due to resignation or layoff, shall be offered the opportunity to have an in-person or virtual exit interview with a representative of the Human Resources department as an opportunity to gauge the departing employee's experience and satisfaction level while employed by POLITICO.

ARTICLE XVIII DISCIPLINE AND DISCHARGE

- A. Probationary Period. New employees, including POLITICO employees previously working outside the unit, shall have a six (6) month probationary period. The Employer shall notify a new Employee in writing ninety (90) days after their initial employment whether their performance is satisfactory. If their performance is unsatisfactory the Employer shall notify the employee and provide examples of the employee's unsatisfactory performance.

During the 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.

B. Discipline and Discharge.

1. No employee who has completed their probationary period shall be disciplined or terminated without just cause.
2. The level of discipline and/or discharge for just cause will be determined based on the facts and circumstances of each case.
3. Progressive discipline under this Agreement usually consists of three steps, i.e., a verbal warning that is documented in writing, written warning, a final written warning/and or suspension, and then discharge. However, nothing in this Agreement limits POLITICO's right to discipline, suspend or discharge an employee for just cause without progressive discipline, or to repeat or skip a step, based on the severity of the alleged infraction, including but not limited to cases of gross misconduct which could lead to immediate discharge (e.g., plagiarism, other breaches of journalistic ethics, violence, dishonesty or theft).
4. Copies of all written disciplinary action will be provided to the employee at the time of the discipline and to the Guild as soon as practical after the discipline.
5. In the event POLITICO requires an employee to attend an investigatory meeting that the employee reasonably believes may lead to discipline, a Guild representative may attend the meeting at the request of the employee to provide Weingarten representation.

6. An employee shall have the right to review the employee's personnel file upon request to the Human Resources Department and by appointment. The review shall take place in the presence of POLITICO's Global Chief Human Resources & Diversity Officer or their designee. Personnel files shall not be removed from POLITICO's offices, provided, however, that (a) an employee and/or the Guild may request a copy of any performance-related document contained in the employee's personnel file, and (b) POLITICO will provide copies of any information that is required to be provided by applicable law.

ARTICLE XIX LAYOFF, RECALL AND SEVERANCE

A. Layoffs.

1. During the term of this Agreement and after its expiration, POLITICO has the right to lay off bargaining unit employees for business, economic, or operational reasons. If POLITICO decides to lay off employees under this Article, POLITICO will determine the number of employees to be laid off, the identities of the employees to be laid off, and the order in which such employees will be laid off subject to this Article, based on skills, qualifications and performance and POLITICO's operational needs, and these decisions shall not be subject to the grievance and arbitration provisions of this Agreement.
2. Unless otherwise provided in this Agreement, POLITICO will endeavor to provide four (4) weeks' written notice to employees and the Guild in advance of any layoff under this Article. Where such notice is not possible, POLITICO will provide the affected employees with four (4) weeks' pay in lieu of notice. The layoff notice to the Guild shall include the work area and as of the date of this Agreement work areas include but are not limited to, for example: Congress, Health Care, White House, States, Interactives, E&E Daily and Production, number of affected employees and the reason for the layoff. If requested by the Guild, during the two weeks immediately following notice, the Guild and POLITICO shall meet to discuss ways to avoid or reduce the layoff. The Employer shall give good faith consideration to any proposals made by the Guild.
3. During any four-week layoff notice period POLITICO will give any bargaining unit employee in the same title or classification, regardless of work area an opportunity to volunteer to be laid off. Volunteers shall be accepted at the discretion of Management. Employees accepted by POLITICO for a voluntary layoff shall receive the same layoff benefits as if involuntarily laid off.

B. In the event that POLITICO lays off employees in the bargaining unit, POLITICO will prepare a list of affected employees in order of their seniority of employment with POLITICO. Layoffs will proceed in inverse seniority order, except that POLITICO may in its discretion exempt up to 30% of affected employees in the applicable work areas from layoff for any reason POLITICO deems essential to its operations; provided that in selected groups with four or fewer employees POLITICO may exempt one employee in the affected work area from layoff for any reason POLITICO deems essential to its operations.

C. POLITICO's decisions regarding layoff volunteers pursuant to this Article XIX, re-call decisions pursuant to Section 1.D below, and exemption decisions pursuant to Article XIX, Section 1.B above, shall not be subject to grievance or arbitration.

D. Re-Call. Each Employee dismissed under a reduction of force (excluding anyone who has left voluntarily in accordance with this Article) shall receive severance pay per this Article as applicable, and shall be placed on a re-hiring list for four (4) months. The person re-hired shall be the person on the list with the most seniority, provided the Employee is capable of performing the work and has not had any documented performance issues or coaching plans in the 12 months preceding the layoff. Employees who are returned to work shall have their severance deducted from any future severance

The notice requesting a laid-off Employee to return to work shall be sent to the last known mailing address and e-mail of the Employee, as reflected by the Employer's records, and to the Guild. Such Employee, within five working days after receipt of such notice, shall advise the Employer of their intent to return to work. If the Employee advises the Employer that they do intend to return to work, they shall return to work within seven (7) working days from the time that the notice of recall was received, unless otherwise agreed.

E. Severance. POLITICO will pay severance to non-probationary employees laid off under this Article at a rate of two (2) weeks' salary for every full year of continuous service and major part thereof (i.e., six months or more) at POLITICO, with a maximum of forty-eight (48) weeks' salary, and a minimum of eight (8) weeks' salary for bargaining unit employees with less than three (3) years of continuous service, and a minimum of ten (10) weeks' salary for bargaining unit employees with three (3) or more full years of continuous service, paid in a lump-sum (less required deductions) or salary continuation as determined by POLITICO. Employees' preference for a lump sum payment or salary continuation will be reviewed by POLITICO and will be honored to the extent consistent with business needs. As a condition of receiving severance pay and employer-paid COBRA coverage, an employee must execute and not revoke a general release of claims in a form to be provided by POLITICO (such form to be negotiated with the Guild).

F. In addition to any severance payment as outlined above, POLITICO shall also pay for COBRA coverage for laid off employees that are COBRA eligible for up to six (6)

months post-termination or until the employee becomes eligible for health coverage from another employer, whichever comes first.

G. Employees discharged for just cause are not entitled to receive severance pay, unless otherwise provided in this Agreement.

H. Separation Incentives. POLITICO may in its discretion offer a separation incentive program to all or a group of unit employees to secure their voluntary agreement to resign or retire from employment. The benefits offered to employees under such a group separation incentive program will exceed the benefits that they would have received under this Article if they were involuntarily laid off. As part of such a program, employees who resign under the program must sign the Company's standard release agreement (which may be updated to comply with applicable law from time to time), on which the Guild has had the opportunity to comment prior to the effective date of this Agreement. Before offering such an incentive program, POLITICO will provide the Guild with two (2) weeks' notice and will, upon request, meet and confer with the Guild on the terms of the incentive program during the two (2) week notice period (unless extended by mutual agreement).

ARTICLE XX GRIEVANCE AND ARBITRATION PROCEDURE

A. Grievance. A grievance is defined as a dispute between the Company and Guild arising from the interpretation or application of this Agreement, or a discharge or other discipline. Grievances shall be resolved exclusively pursuant to the procedures set forth in this Article.

The Guild and the Employer agree that disputes should be resolved whenever possible by informal discussion and without recourse to the formal grievance process.

B. Step 1.

1. If a grievance is not resolved informally, within fifteen (15) business days from the date that the grievant or the Guild knew of the event giving rise to the grievance, whichever date is earliest, the grievance must be presented in writing to POLITICO's Vice President and General Counsel or their designee. The grievance shall state the facts underlying the grievance, the provision(s) of the contract or separate policy that is subject to grievance and arbitration alleged to have been violated, and the relief sought. POLITICO will convene a Step 1 grievance meeting within ten (10) business days of receipt of the grievance. No more than three (3) persons, including the grievant, a Guild steward/officer, and/or a Guild Local Representative, shall attend for the Guild and an equal

number of managers may attend the meeting. POLITICO shall respond in writing within ten (10) business days after the Step 1 meeting. Every effort will be made to resolve the grievance at this level.

2. The term “business days” as used in this Article does not include Saturdays, Sundays or Holidays recognized by POLITICO.

C. Step 2.

1. If the grievance is denied at the first step the Guild may make a written request to hold a grievance meeting by sending the request to POLITICO’s Vice President and General Counsel or their designee within ten (10) business days of the grievance denial.
2. Within fifteen (15) 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, a Guild steward/officer, and/or a Guild Local Representative, shall attend for the Guild and an equal number of managers may attend the meeting. POLITICO will respond in writing to the grievance within ten (10) business days after the Step 2 meeting.

D. Step 3: Arbitration.

1. Absent resolution of the grievance through the above process, the Guild may, within fifteen (15) business days of receiving a written response at Step 2, submit a written demand for arbitration to POLITICO’s Vice President and General Counsel or their designee. The demand for arbitration shall fully describe the specific issues(s) and provision(s) of the Agreement or other separate policy that is subject to grievance and arbitration to be arbitrated, as well as the relief sought.
2. The grieving party must initiate the arbitration selection process within fifteen (15) business days of the date of its written arbitration demand. An arbitrator will be selected in the next fifteen (15) business days by individual designation or by alternately striking names from a standing panel of five (5) arbitrators selected by the parties, with POLITICO 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.
3. The arbitrator shall have the authority to rule on either party’s motions, including pre-hearing dispositive motions. If either party raises a question of arbitrability as to a grievance, the arbitrator shall first rule on the arbitrability, and the hearing on the hearing shall not continue unless the grievance is found arbitrable;

provided, however, that neither party shall be deemed to have waived its right to have a court decide the issue of arbitrability instead of an arbitrator.

4. 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.

5. All jointly incurred costs of arbitration (e.g., the arbitrator, hearing room, etc.) 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. Neither party shall be obligated to pay for the cost of a stenographic transcript without their express consent.

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

E. Timelines. The timelines set forth in this Article may be extended by mutual agreement of the parties in writing. Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline or to permit an untimely request for an extension, or an untimely grievance shall be on a non-precedential basis. Absent extension of the fifteen (15) day time limit in Step 1 failure to meet that time limit shall constitute a waiver of the grievance.

Failure to file an initial grievance in a timely fashion in one instance shall not preclude the timely filing of a subsequent grievance on a similar issue.

F. 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 POLITICO's Vice President and General Counsel or their designee within fifteen (15) business days from the date that the Guild knew or should have known of the event giving rise to 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.

G. Employer Grievances. Grievances brought on behalf of POLITICO 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 Guild within ten (10) business

days from the date that POLITICO knew or should have known of the event giving rise to 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, POLITICO shall be bound by the additional timelines and requirements set forth in Step 2 and Step 3.

- H. Stewards shall be allowed reasonable release time to investigate, process grievances and attend grievance meetings during work time provided that the Steward's supervisor has been given advance notification, either via phone or in writing, of the Steward's need to process a grievance or attend a grievance meeting and authorizes the use of such time. Authorization shall not be unreasonably denied. Grievant(s) and steward shall be allowed to attend arbitration hearings without loss of pay.

ARTICLE XXI LABOR MANAGEMENT COMMITTEE

- A. POLITICO and the Guild will establish a Joint Labor-Management Committee ("LMC") for the purpose of meeting and discussing concerns, including, among others, training, diversity, new technology and other issues that may arise either under or outside of the collective bargaining agreement. The LMC will not have the authority to amend the collective bargaining agreement. The committee will meet once a quarter during the term of this Agreement to promote communications and problem solving, in an effort to avoid misunderstandings and to resolve issues quickly. If both parties agree that additional meetings during a quarter are needed, both parties will make themselves available to meet.

POLITICO and the Guild shall each appoint three (3) POLITICO-employed representatives to the committee; however, additional participants with relevant knowledge or information may attend, with advance notice to and by agreement with the other party. At least three (3) business days prior to each meeting, POLITICO and the Guild will share agenda items and/or relevant materials they wish to discuss and the names of the representatives who will attend (which may vary depending on the topics to be discussed). Additional topics may be added by mutual agreement, however, either party may reject topics that are not included on the agenda at least three business days prior to a meeting.

- B. It is the parties' intent that Labor-Management Committee discussions will be conducted in a non-adversarial manner and in a good faith attempt to address and resolve issues in the workplace. Either party may request that a particular discussion or meeting be confidential and off the record (i.e., not disclosed outside of the participating committee members and other specifically identified individuals, as necessary). If both parties agree,

such discussion or meeting will be confidential and off the record. 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 XXII GENERAL

A. Legal Defense.

1. If an Employee is sued or charged under any federal, state or local law, or is subpoenaed as a witness, in connection with the employee's performance of work for the Company that is within the scope of their authorized duties, the Company will defend and provide legal counsel for the employee at the Company's expense. The Company and the involved Employee will notify each other immediately upon receiving notice of such litigation or threat of litigation. POLITICO will have full control over any such litigation and its resolution, and the employee agrees to cooperate fully with the Company in connection with such litigation. POLITICO reserves the right to discontinue providing legal counsel at its expense and/or any indemnification obligation in the event that it becomes apparent that the employee was acting outside the scope of their authorized duties, including without limitation any criminal or tortious acts. POLITICO agrees that this provision shall continue to apply to bargaining unit members who have left POLITICO as if they were current employees.
2. Except to the extent required by law or court order, an employee may refuse to submit or authenticate to outside sources, without penalty or prejudice, unpublished information, notes, records, documents, films, photographs or recordings or the source thereof, which relate to news, commentary, or the establishment and maintenance of the employee's sources, in connection with the newsgathering processes of their employment. Other than for purposes of publication or in the context of exigent circumstances involving employee safety, POLITICO shall not give up custody of or disclose any of the above without first consulting the employee. All employees recognize their obligation to submit to management any or all of the foregoing upon request.
3. Unless prohibited by law, the Company shall notify the applicable employee concerned of a demand on the Company for any such surrender or disclosure or authentication. Likewise, the employee shall notify the Company of a demand on the employee for any such surrender or disclosure or authentication.

4. The Company also agrees to indemnify the employee against damages and other expenses related to the defense of the applicable subpoena or action, including but not limited to loss of pay. The Company will pay any fines or damages resulting from a final judgment not subject to appeal, or uncontested settlement amounts related to such litigation, each to the extent allowed by law.

B. Security Cameras/Monitoring.

1. The parties agree that all communication using POLITICO-issued equipment should be handled in a professional manner. POLITICO's information technology systems are considered Employer property. Employees may not assume the right to privacy when using POLITICO's digital communication systems or other Employer equipment. POLITICO will not engage in any unlawful surveillance. It is understood that an employee's electronic work files and work emails are subject to inspection by the Company. POLITICO's IT-related policies that discuss monitoring will remain accessible to all bargaining unit employees. Employees should refrain from storing personal information on Company-issued equipment. The Company will remove any personal information that remains on Company-issued equipment after an employee separates from employment with POLITICO, unless there is a legal need to retain such information.
2. In connection with security and safety concerns, including the need to investigate or protect against theft, violence, destruction of POLITICO property or any other illegal activities, POLITICO has the right in its discretion to install and monitor surveillance cameras in both work areas and nonwork areas.
3. Before implementing new surveillance equipment in work areas of Guild-covered employees, POLITICO will offer to meet and confer with the Guild on a confidential basis, but will not be required to disclose the locations of any new surveillance cameras. POLITICO will provide the specific reasons for installing surveillance equipment in a work area, and the expected length of time the surveillance equipment will be in place. The Guild agrees not to publicize or otherwise disclose confidential information concerning such surveillance or the location of surveillance cameras.
4. Images or other information collected through video cameras or other such safety/security, including electronic surveillance will not be used to assess or evaluate employees' job performance. In addition, such images will not be released to third parties except to the extent disclosure is made in any arbitration

or other legal or administrative proceeding; is required by a subpoena or court order; or is necessary in connection with notification to law enforcement authorities of possible criminal conduct. POLITICO will notify the Guild promptly in the event that it releases such images or other information collected through safety/security surveillance of a unit employee to law enforcement authorities.

C. Seniority.

1. An employee's seniority shall include all time the employee was continuously employed by E&E News or POLITICO.
2. An approved leave of absence shall not constitute a break in service for purposes of seniority. Employees shall continue to accrue seniority while on approved leave.
3. An employee whose employment is terminated after successful completion of the initial probationary period and who is subsequently re-employed by POLITICO within twelve (12) months shall be credited with the employee's total service with the Company. The crediting of past service following re-employment will not be granted in cases of re-employment following disciplinary discharge.

D. Lactation Rooms. The Company will ensure that each of its offices has a dedicated space for the purpose of nursing or pumping breast milk. Each space shall be regularly cleaned and include a lockable door; appropriate seating and electrical outlets; and a small refrigerator for storing milk. The Company will procure a freezer for each lactation room. The room will have no windows or will have opaque window coverings. If the room has capacity for multiple people, the Company will ensure that the room is divided. Employees shall ensure that any milk or pumping equipment that will be stored in the refrigerator or freezer are enclosed in appropriate containers and stored for an appropriate length of time. The Company shall not be responsible for any loss or damage associated with items stored in the refrigerator or freezer.

ARTICLE XXIII
HAZARDOUS ASSIGNMENT/SECURITY

- A. Employees shall have the right to refuse an assignment or travel to the office due to hazardous conditions created by a natural phenomenon (e.g., storm, flood, fire), explosion, riot, active shooter or other civil disturbance or military or police operations. The Employee shall immediately notify their supervisor in such a case. No employee shall lose pay for refusing an assignment or refusing to travel to the office pursuant to this Article.
- B. POLITICO will consider whether additional compensation is appropriate for any employee working under a circumstance set forth in Section 1 above, on a case-by-case basis.
- C. POLITICO shall furnish an employee, upon request, with Personal Protective Equipment (PPE) that is standard for the industry and appropriate for the specific circumstance if they are performing an assignment or commuting to an office in one of the circumstances described in Section A above.
- D. An employee shall be reimbursed for reasonable expenses related to the loss of or damage to the employee's automobile, mobile phone, communication equipment, laptop, cameras and recording equipment while on assignment. Reimbursement for any other items will be considered on a case-by-case basis.
- E. Workplace Safety. POLITICO and the Guild agree that safety and security in the workplace the responsibility of both POLITICO and its employees, and that Employees will comply with POLITICO's safety and security policies.

ARTICLE XXIV
NON-DISCRIMINATION/HARASSMENT

A. No Discrimination/Harassment.

- 1. Neither POLITICO nor the Union will discriminate against or harass any person because of race, color, creed, religion, national or ethnic origin, sex or sexual orientation (including same-sex discrimination or harassment), gender or gender identity (whether actual or perceived), age, physical or mental disability, marital status, military or veteran status, genetic predisposition or carrier status, pregnancy, or participation or non-participation in union activities, union membership, or any other legally protected status. Harassment may include unwelcome verbal, visual or physical conduct based on a protected category.
- 2. If an employee (or the Guild on behalf of an employee) elects to file or pursue a charge or complaint of discrimination or harassment with a government agency or in any court, the Guild and the employee agree that they waive any right to also

pursue arbitration of those claims with respect to that individual under this Agreement. Nothing in this provision affects any rights to pursue claims of discrimination or harassment before any appropriate federal, state or local tribunals.

3. POLITICO will continue to maintain anti-discrimination and anti-harassment policies applicable to all POLITICO employees. Those policies are accessible to all employees, and, as of the date of this Agreement, are maintained as part of the POLITICO Employee Handbook.
4. If the Company is made aware of an employee experiencing ~~sexual~~ harassment based on a protected class as a result of their work for POLITICO involving a third party who is not a POLITICO employee, POLITICO shall investigate the matter, comply with all of its legal obligations, and take whatever corrective action is necessary and appropriate. Confidentiality will be maintained to the fullest extent permitted by law and the applicable circumstances.

ARTICLE XXV OUTSIDE ACTIVITIES AND CONFLICTS OF INTEREST

- A. Employees seeking to engage in outside employment, contracting, professional and/or comparable activities (which includes activities that are paid, unpaid, and self-employment) that in any way relate to journalism (collectively, “Outside Activities”) must request approval in writing in advance from POLITICO’s Editor-in-Chief or their designee, in accordance with the Company’s editorial and ethics standards and paragraph 2 below. No bargaining unit employee will be disciplined for seeking advance approval of an Outside Activity.
- B. During their nonworking time, employees may engage in Outside Activities, provided that:
 - (i) such activity does not interfere with performance of the employee’s work for POLITICO;
 - (ii) such activity does not violate POLITICO’s conflicts of interest or ethical standards or compete with POLITICO; and
 - (iii) the employee does not exploit his or her employment status with POLITICO in connection with such Outside Activities.
- C. When working on any Outside Activities, employees shall not disclose any Company confidential information, including without limitation sources, notes, and interviews consistent with any confidentiality and non-disclosure obligations to which the employee is bound.

- D. The Company may periodically require employees to update any individual disclosure statements relating to their Outside Activities.

ARTICLE XXVI EDITORIAL INTEGRITY/BYLINES

- A. Substantive changes in material submitted shall be brought to the employee's attention before publication. Prior to issuing a correction or retraction of published content, where practicable POLITICO will coordinate with the employee who created the published content.
- B. An employee's byline or credit line shall not be used over their protest.
- C. Requests to change a previously published byline or credit line (e.g., as a result of a gender reassignment, marriage, divorce, etc.) shall not be unreasonably denied and the reason for a denial shall be provided in writing.

ARTICLE XXVII INTELLECTUAL PROPERTY RIGHTS AND DERIVATIVE WORKS

- A. Any bargaining unit employee who publishes a book containing POLITICO content shall be the exclusive owner of the copyright of said book, provided, that POLITICO's General Counsel or their designee reviews and approves any publishing contract related to such book and further provided that the employee undertakes whatever steps are necessary to register such copyright in their name. The employee may redact any compensation information
- B. The employee shall be entitled to any and all proceeds related to book publication as well as any Derivative Works.
- C. The employee shall not use POLITICO content without prior written approval from the Editor-in-Chief or their designee. If such approval is granted, the employee shall attribute any POLITICO content to POLITICO.
- D. The employee may make broadcast and cable television appearances to promote their book in accordance with the following:
1. The appearance is approved in writing by POLITICO's communications department;
 2. The appearance is consistent with applicable POLITICO policy and procedures;

3. The employee is identified as a POLITICO employee in the course of the appearance; and
 4. POLITICO's General Counsel or their designee reviews and approves any related contract with the applicable cable or broadcast entity.
- E. If the Company chooses to create new work (e.g., books/e-books, films, TV, video games or digital video programs) based on content created by a bargaining unit employee as part of their employment with the Company ("Derivative Work") or to reuse the employee's work in a different format (e.g., to include an article in a book), the employee will be notified and receive appropriate credit for such work. POLITICO will provide legal support to employees who seek to consult with respect to any Derivative Work and the employee shall receive any compensation offered by a third party for such consulting work.

ARTICLE XXVIII

TRAINING AND PROFESSIONAL DEVELOPMENT

- A. The Company acknowledges the importance of providing paid time off for training opportunities to bargaining unit employees. Training may include, but is not limited to outside professional development, classes, conferences, or workshops to enhance employee skills for possible promotion or expanding skills for other roles at POLITICO. All requests for paid time off for training will be evaluated on a case-by-case basis and must be approved by the Employee's supervisor based on business needs .
- B. The Company shall reimburse employees, pursuant to the Company's reimbursement policy, for annual employee membership fees paid to professional organizations affiliated with affinity groups, for example the National Association of Black Journalists and the Asian American Journalists Association. The Company will not limit the number of affinity groups to which an employee can belong, but the company may limit reimbursement to one annual membership per year.
- C. The Company will consider on a case-by-case basis any requests to cover the cost of a work-related conference workshop, or classes (including related travel expenses). Requests should be made to the Editor-in-Chief or their designee.

Bargaining unit employees shall be eligible for any educational assistance or other similar programs offered on a Company-wide basis on the same terms and conditions as all other Company employees.

- D. Training provided by POLITICO, including, but not limited to newsroom ethics, sexual harassment and any other training that may be required by law, shall be done on paid time.

ARTICLE XXIX GENDER AFFIRMATION POLICY

- A. Gender Identity. The Company makes it standard and mandatory to provide a safe outlet for every employee to communicate their gender identity and expression, including through pronouns and presentation.
- B. Upon request by an employee, the Company will within thirty (30) days update all employee records and directories within the Company's control to reflect the employee's name and gender change and ensure that all workplace-related documents are also amended, each to the extent allowed by law. This may include name tags, work identification, email addresses, organizational charts, health-care coverage and schedules.
- C. The Company and the Guild recognize that a transitioning employee has the right to use the bathroom of their lived gender, regardless of whether or not they have sought or completed surgeries. POLITICO will make it a priority to provide at least one gender neutral bathroom in each office and will discuss the option with the building owner in those locations where POLITICO does not control the space.
- D. Upon request by an employee wishing to transition, the Company will work with the employee and, if requested, the Guild to tailor a workplace transition plan that recognizes both the employee's and the Company's needs. The employee will be afforded the opportunity to:
- Remove their social media profiles from company social media and publications (e.g., from social media posts or in newsletter bylines).
 - Limit how their image or likeness is shared by the Company.
- E. Within 60 days of the effective date of this Agreement, the parties agree to discuss through the Labor Management Committee a Company policy on affirming gender identities in the workplace taking into consideration the most recent guidance for social transitioning issued by the World Professional Association for Transgender Health. The Company will implement a policy informed by the Labor Management Committee.

ARTICLE XXX VISAS AND IMMIGRATION

- A. POLITICO will support employees who require U.S. work authorization.
- B. When POLITICO extends an offer to a candidate in need of sponsorship, POLITICO will offer legal support through the visa process, up to and including visa sponsorship and the retention of POLITICO's own outside counsel. POLITICO may rescind an offer where a candidate failed to disclose sponsorship requirements at the first available opportunity.

C. The agreement to sponsor any immigration process is subject to review by POLITICO and its outside counsel to determine the merits and viability for both the initial sponsorship and any subsequent sponsorships.

ARTICLE XXXI NEW ARTIFICIAL INTELLIGENCE (“AI”) TECHNOLOGY

POLITICO may adopt new AI technology. POLITICO will provide the Guild at least sixty (60) calendar days’ notice of its intention to introduce new AI technology that will materially and substantively impact bargaining unit job duties. POLITICO will engage in good faith effects bargaining upon request during the 60-day period, which may be extended by mutual agreement. If no agreement is reached within the 60-day or extended period, POLITICO may implement its final proposal without further bargaining. The general topic of new AI technology may also be discussed by the Labor Management Committee.

Should POLITICO decide to adopt new AI technology that may result in a layoff of bargaining unit employees it will provide the Guild at least sixty (60) calendar days’ notice, and engage in good faith effects bargaining (including consideration of any Guild proposals that contain alternatives to a layoff) upon request during the 60-day period, which may be extended by mutual agreement. If no agreement is reached within the 60-day or extended period, POLITICO may implement its final proposal without further bargaining.

If AI technology is used by POLITICO or its employees to supplement or assist in their newsgathering, such as the collection, organization, recording or maintenance of information, it must be done in compliance with POLITICO’s standards of journalistic ethics and involve human oversight. There will be no layoffs of a non-probationary employee during the first 15 months of this Agreement as a result of the use of AI technology. During the term of this Agreement, POLITICO will seek to accomplish any reductions in staff related to POLITICO’s use of AI technology by attrition.

If a bargaining unit employee believes that new AI technology will assist in the performance of their work, the employee may seek approval to use such AI technology from their supervisor or the Executive Editor. Any use of new AI technology to perform bargaining unit work must be approved by a supervisor or the Executive Editor prior to use.

However, to the extent that any non-probationary bargaining unit members may be laid off by the adoption of new AI technology, POLITICO will give the employee the opportunity to be retrained at POLITICO’s expense, where practicable, for either a new or open bargaining unit position and the employee will be given first consideration for any such positions for which they are qualified.

In the event that a non-probationary bargaining unit member is laid off as a result of the introduction of new AI technology, the employee shall be eligible for severance pursuant to Article XIX of this Agreement plus an additional ten (10) weeks' of severance and the cost of COBRA coverage commensurate with the employee's total weeks' of severance (to provide coverage through the end of the month in which the last severance payment is made, or to otherwise provide coverage in full month increments). POLITICO will also provide the employee with outplacement services.

The employee will also be placed on a preferential re-hire list for nine months after their last day of employment and will be notified of any open positions for which they are qualified. Any employee who returns to work shall stop receiving any severance or COBRA payments that may have otherwise been owed. Any notice of vacancy will be sent by overnight mail to the last known mailing address and e-mail of the Employee, as reflected by the Employer's records, and to the Guild. Notified employees must advise POLITICO Human Resources within five (5) business days after initial receipt of such notice of their interest in returning to work. POLITICO will give preferential consideration to anyone who provides such notice.

ARTICLE XXXII SALE OF BUSINESS

- A. In the event POLITICO sells any part of its operation covered by this Agreement, it shall give written notice of this Agreement to any prospective purchaser who expresses written interest in becoming the new owner.

- B. In the event POLITICO sells any part of its operation covered by this Agreement, POLITICO will comply with its obligations under federal labor law and will require any purchaser to comply with its obligations under federal labor law.

ARTICLE XXXIII NO STRIKES OR LOCKOUTS

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

ARTICLE XXXIV
SAVINGS AND SEPARABILITY/LEGAL COMPLIANCE

- A. 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.
- B. 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 XXXV
MINIMUM TERMS

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

ARTICLE XXXVI
COMPLETE AGREEMENT

POLITICO 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 POLITICO nor the Guild is obligated to engage in mid-term bargaining over such matters, unless otherwise specifically agreed to in this Agreement.

There shall be no modification or amendment of this Agreement during its term, except by mutual written agreement signed by both POLITICO and the Guild.

ARTICLE XXXVII
TERM

This Agreement shall be effective on February 1, 2024 and shall remain in effect for three (3) years up to and including January 31, 2027.

POLITICO LLC Washington-Baltimore News Guild

Goli Sheikholeslami

Paul Reilly

Chief Executive Officer WBNG Chief Negotiator

POLITICO Bargaining Committee Guild Bargaining Committee Chinelle Ekanem Brian Dabbs

Krystin Garcia Emma Dumain

Rebecca Graff David Andrew Lim

Meredith Jolivert Ry Rivard

Sudeep Reddy Ariana Skibell

Joe Schatz Alec Snyder

Jessica Kasting, Chief Negotiator Tanya Snyder, Unit Chair Taylor Miller Thomas

Ariel Wittenberg

Jennifer Yachnin

Mona Zhang

Stephanie Basile, TNG Paul Reilly, WBNG Chief Negotiator

VOLUNTARY RECOGNITION AGREEMENT BETWEEN THE WASHINGTON-BALTIMORE NEWSGUILD AND POLITICO, LLC

The Washington-Baltimore NewsGuild ("WBNG") and POLITICO, LLC (collectively, the "Parties") hereby enter into the following Voluntary Recognition Agreement ("Agreement"), effective as of the date indicated below.

WHEREAS, on October 29, 2021, POLITICO, LLC received a request from employees that it voluntarily recognize the WBNG as the exclusive bargaining representative for the editorial staff at POLITICO and E&E News representing that more than 80% of the combined newsrooms have signed cards authorizing WBNG to act as their bargaining representative;

WHEREAS, on the same day, WBNG filed a petition for an election with the National Labor Relations Board, Case No. 02-RC-00000 (the "Petition"); and

WHEREAS, the Parties have opted to enter into this Agreement rather than proceed with the Petition.

NOW THEREFORE, the Parties agree as follows:

I. Voluntary Recognition and Withdrawal Of Petition

A. POLITICO, LLC recognizes WBNG as the exclusive bargaining representative of employees in the unit described in Section II.A of this Agreement below for purposes of collective bargaining.

B. Upon execution of this Agreement, WBNG will promptly withdraw the Petition no later than 5 p.m. on November 9, 2021 so that neither Party is required to prepare or file statements of position with the National Labor Relations Board in connection with the Petition.

II. Scope of The Bargaining Unit

A. Bargaining Unit. The Parties agree that the POLITICO, LLC bargaining unit is defined as follows:

All full-time and regular part-time editorial employees employed by POLITICO, LLC in the following job titles:

Assistant Editor	Chief Economic Correspondent	Editorial Data Analyst	Newsletter Writer	Senior Graphics Editor
Associate Editor	Contributor	Executive Editor	Reporter	Senior News App Developer
Editor & Reporter	Editor	Executive Editor	Reporter	Senior Reporter
Associate Editor	Copy Editor	Fellow	Producer	Senior Staff Writer
Associate Producer	Correspondent	Graphics Editor	Reporter	Senior Writer
Assistant Managing Editor	Data and Graphics Reporter	Graphics Reporter	Senior Audio Editor	Senior Producer
Audio Producer	Deputy Editor	Interactive	Senior Editor	

Execution Version

Breaking News Producer	Digital Producer	Motion Graphics Producer	Senior Video Producer	Staff Photographer
Cartoonist	Digital Editor	News Apps Developer	Senior Digital Producer	Video Producer
Visuals Editor	Editor	Interactive Developer	Loyalty Editor	Senior Engagement Editor
Social Editor				

When POLITICO, LLC creates a new title for an editorial employee, it will discuss with WBNG whether the new title will be included in the bargaining unit. Nothing herein, however, shall affect POLITICO, LLC's right to create new managerial, supervisory or confidential positions that are excluded from the bargaining unit.

EXCLUDED POSITIONS. The bargaining unit excludes the following titles and all other employees, managers, clerical employees, guards, professional employees, temporary employees, confidential employees and supervisors as defined in the National Labor Relations Act:

Bureau Chief	Director, Editorial Diversity	Executive Producer, Video	Senior Director, Search and Analytics
Chief Copy Editor	Director, Photography	Founding Editor	Standards and Ethics Editor
Copy Chief	Editorial Director	Global Editor	Editorial Operations Manager
Data and Graphics Editor	Editor-in-Chief	Intern	Executive Assistant
Deputy Managing Editor	Executive Editor	Managing Editor	Manager, Operations
Deputy Production Director	Executive Editor, E&E News	Managing Producer	Supervising Associate Editor
Director of Engagement	Executive Producer, Audio	News Editor	Supervising Deputy Editor
Supervising Editor	Supervising Senior Editor		

The Parties agree that they will continue to have good faith discussions regarding whether the five employees who were hired by E&E as "fellows" should be included in the bargaining unit, or excluded as "interns".

III. Preservation of Rights. Neither POLITICO, LLC nor WBNG waives any rights under the National Labor Relations Act.

Agreed to this 9th day of November 2021.

For POLITICO, LLC:



For WBNG:

